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THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

H. J. STANLEY.

WHEREAS a road, 3½ miles in length, leading from Deniyaya-Viharahena principal road at the 52nd milepost and terminating at the Maha-dola, in the District of Matara, Southern Province, has been constructed by the Company styled and known as the Beverley Tea and Rubber Estates, Limited, and maintained by the said Company:

And whereas the said Company and Mr. D. M. Rajapakse, proprietor of Deniyaya estate, have jointly applied to Us the Governor that such road may be treated as a road constructed under "The Estates Roads Ordinance, 1902," and it is to Us expedient to declare that the road shall be treated as a road under the said Ordinance:

Now know Ye that We, the said Governor, in exercise of the power vested in Us by section 38 of the said Ordinance, do hereby proclaim and declare that the said road, 3½ miles in length, leading from the Deniyaya-Viharahena principal road at the 52nd milepost and terminating at the Maha-dola, in the District of Matara, Southern Province, and constructed and maintained by the said Company shall be treated as from and after July 2, 1928, as a road made under the said "The Estate Roads Ordinance, 1902."

Colombo, June 21, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 240 of 1928.

WITH reference to the Notification dated April 20, 1928, and published in the *Gazette* of April 20, 1928, it is hereby notified that HIS MAJESTY THE KING has been pleased to confirm the provisional appointment of Mr. A. F. MOLAMURE to be a Member of the Executive Council of Ceylon during the absence from the Island of Sir MARCUS FERNANDO.

By His Excellency's command,

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

No. 241 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to promote Mr. D. V. ALTENDORFF, Superintendent of Police, to the post of Deputy Inspector-General of Police (Provinces), with effect from March 22, 1928.

HIS EXCELLENCY has also been pleased to appoint Mr. D. V. ALTENDORFF to be a Justice of the Peace and Unofficial Police Magistrate for the Island.

By His Excellency's command,

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

No. 242 of 1928.

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

Mr. S. D. DHOXDY to act as Assistant at Kegalla to the Government Agent, Province of Sabaragamuwa; Deputy Fiscal for the District of Kegalla; Additional District Judge, Kegalla; Additional Police Magistrate, Kegalla; Additional Superintendent of Police, Kegalla; and Local Authority under the Petroleum Ordinance for the District of Kegalla, from June 22 to 30, 1928, inclusive, during the absence from the station of Mr. W. E. HOBDAY, or until the resumption of duties by that officer.

Mr. A. VISVANATHAN, Chief Clerk, Department of Agriculture, to act as Office Assistant to the Director of Agriculture, Assistant Registrar of Co-operative Societies, and Secretary to the Board of Agriculture, from June 18, 1928, during the absence of Mr. J. I. GNANAMUTTU, or until further orders.

Mr. O. G. D'ALWIS to act as District Judge, Kalutara, and Additional Commissioner of Requests and Police Magistrate, Kalutara, on June 18 and 19, 1928, during the absence of Mr. N. M. BHARUCHA, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Avissawella, on June 21, 1928, during the absence of Mr. A. G. RANASINHA, or until the resumption of duties by that officer.

The Hon. Mr. A. F. MOLAMURE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from June 22 to 30, 1928, inclusive, during the employment of Mr. S. D. DHONDY, on other duties, or until the resumption of duties by that officer.

* Mr. J. WILMOT PERERA to act as Commissioner of Requests and Police Magistrate, Negombo, and Additional District Judge, Negombo, during the absence of Mr. L. H. DE ALWIS, on June 18, 1928, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to be Additional Commissioner of Requests and Police Magistrate, Panadura, on June 25, 1928.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, from June 22 to 24, 1928, inclusive, during the absence of Mr. E. W. KANANGARA, or until the resumption of duties by that officer.

Mr. K. KANAKASABAI to act as Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, and Additional District Judge, Jaffna, during the absence of Mr. J. LIGHT, from June 21 to July 1, 1928, inclusive, or until the resumption of duties by that officer.

Mr. O. M. P. PERERA 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 16 to 18, 1928, inclusive, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Ratnapura, during the absence of Mr. W. SANSONI, on June 24 and 25, 1928, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to be Additional Police Magistrate, Point Pedro, on June 23, 1928.

Mr. H. BASNAYAKE to act as a Crown Counsel for the Island from June 25 to 30, 1928, inclusive.

Mr. R. G. DE LIVERA, Assistant Superintendent of Excise, to be Assistant Commissioner of Excise, Central Division, *vice* Mr. B. DE SARAM, transferred, with effect from February 29, 1928.

Mr. S. BALASINGHAM, Inspector of Excise, to be Assistant Superintendent of Excise, Batticaloa Circle, *vice* Mr. R. CASIE-CHITTY transferred, with effect from March 10, 1928.

Mr. R. B. FIRTH, M.C., to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Gampola, during the absence of Mr. C. B. LOUDOUN SHAND from the Island.

Mr. P. BYRDE to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, during the absence of Mr. W. B. BARTLET from the Island.

By His Excellency's command,

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

No. 243 of 1928.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR, in exercise of the powers vested in him by sub-section (2) of section 6 of the Widows' and Orphans' Pension Fund Ordinance, No. 1 of 1898, and with the advice of the Executive Council, has been

pleased to cancel and annul, as from and after July 3, 1928, the appointment of Mr. G. J. B. PHÆBUS, as a Director of the Widows' and Orphans' Pension Fund.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 20, 1928. Colonial Secretary.

No. 244 of 1928.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR, in exercise of the powers vested in him by sub-section (3) of section 6 of the Widows' and Orphans' Pension Fund Ordinance, No. 1 of 1898, and with the advice of the Executive Council, has been pleased to appoint Mr. J. C. JANSZ, being a public officer, to be a Director of the Widows' and Orphans' Pension Fund, as from and after July 3, 1928, in place of Mr. G. J. B. PHÆBUS, whose appointment as a Director has been cancelled.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 20, 1928. Colonial Secretary.

No. 245 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to grant the local rank of Captain to Lieutenant WILLIAM WYNNE HONYWOOD, M.C., 17/21st Lancers, whilst performing the duties of Adjutant, Ceylon Mounted Rifles and Ceylon Planters' Rifle Corps, with effect from June 11, 1928.

By His Excellency's command,

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

No. 243 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. EUGENE GUNARATNA to be, in addition to his own duties, an Inquirer for Walasmulla Upper and Lower Divisions of West Giruwa pattu, in the Hambantota District, Southern Province, during the absence of Mr. DON DIONIS GUNASEKERA WELLAPPULY, for one month from June 15, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 18, 1928. Colonial Secretary.

No. 247 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. S. F. X. ANNASAMPILLAI to be an Inquirer for the Udayar's division of Karayoor in Jaffna division, in place of Mr. B. ANTHONIPILLAI, deceased.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 19, 1928. Colonial Secretary.

No. 248 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CHARLES SAMBUNATHAR POOPALARATNAM of Batticaloa, to be a Notary Public throughout the judicial division of Batticaloa, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 18, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SAMUEL FREDERICK JOHN PULLE to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Jaffna District of the Northern Province, with effect from June 15, 1928, until further orders, *vice* MUDALIYAR CHELLAPPAN RASANAYAGAM, on leave. His office will be at the Jaffna Kachcheri.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 12, 1928. Colonial Secretary.

IT is hereby notified that I have appointed DON THOMAS TRIMANNA (provisionally) as Registrar of Births and Deaths of Dodangoda division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, with effect from June 20, 1928, *vice* UDAWATTEKANKANANGE DON SIADORIS, retired. His office will be at Munamalgahawatta in Dodangoda.

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

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

Registrar-General's Office, C. COOMARASWAMY,
Colombo, June 15, 1928. Registrar-General.

IT is hereby notified that the Provincial Registrar, Kandy, has issued a licence, under section 4 of Ordinance No. 8 of 1886, to SEIYADO MOHAMMADO LEBBE HADJIAE'S SON AHAMADO MAHAMMADO LEBBE ALIM SAIBO to register Muslim Marriages within the District of Kandy for a period of four months and twenty-one days, with effect from June 10, 1928.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, June 15, 1928. Registrar-General.

IT is hereby notified that I have confirmed LINDA-MULAGE GIRIGORIS DE SILVA WLEYERATNA in his appointment as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, with effect from May 16, 1928.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, June 15, 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, Colombo, has appointed DON HENRY PATHMAPERUMA to act as Registrar of Births and Deaths of Waga division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for five days from June 11, 1928, during the absence of the Registrar, DON ARON PATHMAPERUMA, on sick leave. His office will be at Bogahawatta in Galagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PAULIS DE CUNRAT SAMARATUNGA RANDUNU to act as Registrar of Births and Deaths of Gampaha division, and of Marriages (General) of Ragam pattu of Alutkuru korale south division, in the Colombo District of the Western Province, on June 14, 1928, during the absence of the Registrar, GARDIYEROLEMALWATTAGE DON WELUN JAYAWARDANA, on leave. His office will be at Bogahawatta in Gampahamedagama.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ABRAHAM ABEYESINGHE GOONEWARDANE to act as Registrar of Births and Deaths of Udugaha North division, and of Marriages (General) of Udugaha pattu of Hepitigam korale division, in the Colombo District of the Western Province, for twelve days from

June 20, 1928, during the absence of the Registrar, RANASINHA APPUHAMILLEGE DON ARNOLIS, on leave. His office will be at Delgahawatta in Hakurukumbura.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN KOTALAWALA to act as Registrar of Births and Deaths of Dodangoda division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for eight days from June 12, 1928, *vice* Registrar, UDAWATTEKANKANANGE DON SIADORIS, retired. His office will be at Munamalgahawatta in Dodangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed DALUWATTEHEWA HENRY DE SILVA to act as Registrar of Births and Deaths of Maha-ambalangoda division, and of Marriages (General) of Wollaboda pattu division, in the Galle District of the Southern Province, on June 5, 1928, during the absence of the Registrar, KANKANANTRI ANDORIS DE SILVA SUMANASURIYA, on leave. His offices will be at Saundagegedirawatta in Maha-ambalangoda and No. 506, Addarabenderawatta in Patabendimulla.

The Additional Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURIYA SENEVIRATNA to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on June 12, 1928, during the absence of the Registrar, WILLIAM WICKRAMASURIYA SENEVIRATNA, on leave. His office will be at Mudiyansegewatta at Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed WALIMUNI CORNELIS MENDIS ABESEKERA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for three days from June 20, 1928, during the absence of the Registrar, ARAMPUDI DON ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Kammalawatta in Nape.

The Additional Assistant Provincial Registrar, Galle, has appointed GEORGE EPA SENEVIRATNA to act as Registrar of Births and Deaths of Weihena division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for fourteen days from June 29, 1928, during the absence of the Registrar, DON DE ALWIS EPA SENEVIRATNA, on leave. His office will be at Giggimaduwewatta at Weihena.

The Assistant Provincial Registrar, Matara, has appointed DON JOHANIS ABEYAGUNARATNA to act as Registrar of Births and Deaths of Telijjawile division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for five days from June 12, 1928, during the absence of the Registrar, DON CAROLIS PALIHAWADANA, on leave. His office will be at Kapparagehena in Malimboda.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES KUMASARU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, on June 12, 1928, during the absence of the Registrar, DON NICHOLAS KUMASARU, on leave. His offices will be at Hikkotawatta in Ranchagoda and Mahagedarawatta in Horapawita.

The Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for five days from June 16, 1928, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walauwewatta in Bengamuwa.

The Assistant Provincial Registrar, Hambantota, has appointed AHAMADU LEBBE MARIKKAR JAINTIEN to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for fourteen days from June 11, 1928, during the absence of the Registrar, RICHARD JAYASINGHE, on other duty. His office will be at the Police Court, Hambantota.

The Assistant Provincial Registrar, Hambantota, has appointed DON HENRY PETER DE SILVA to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days from June 11, 1928, during the absence of the Registrar, DON CAROLIS DE ALWIS SAMARADIWAKARA JAYASUNDERA, on other duty. His office will be at Land Registry, Tangalla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days from June 14, 1928, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Ccdawanewatta in Buddiyagama.

The Assistant Provincial Registrar, Jaffna, has appointed VAYITHYANATAR KANAPATIPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for three days from June 8, 1928, during the absence of the Registrar, MICHAELPILLAI JOSEPH PILLAINAYAGAM, on leave. His office will be at Village Tribunal Court-house in Delft.

The Assistant Provincial Registrar, Jaffna, has appointed DANIEL POOR BARTLETT to act as Registrar of Births and Deaths of Jaffna town locality No. 2 division, in the Jaffna District of the Northern Province, for thirty days from June 9, 1928, during the absence of the Registrar, DR. GEORGE SELVANAYAGAM MATHER, on leave. His office will be at Ozone Lodge in Chundikuli.

The Assistant Provincial Registrar, Jaffna, has appointed VELUPPILLAI TAMPPIAYAH to act as Registrar of Births and Deaths of Kudathanai division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for thirty days from June 20, 1928, during the absence of the Registrar, SINNATTAMPIAR VIRAKATTIAR, on leave. His office will be at Kumilady in Nakarkovil; station: Kuriyanpanai in Kudattanai.

The Assistant Provincial Registrar, Mannar, has appointed ABRAHAMPILLAI ROSAIRO to act as Registrar of Births and Deaths of Mantai South division, and of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for seven days from June 28, 1928, during the absence of the Registrar, MANNERS ANTONIPILLAI PONNIAH, on leave. His office will be at the Sub-Post Office in Uyilankulam.

The Assistant Provincial Registrar, Batticaloa, has appointed KANAPATHIPILLAI NALLATHAMBY to act as Registrar of Marriages (General) of Sammanturai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from June 6, 1928, *vice* NAKAMANIPILLAI UDAYAR THAMBINATHAPILLAI, resigned. His office will be at Sammanturai.

The Provincial Registrar, Kurunegala, has appointed SURIYA MUDIANSSELAGE MUDALIHAMY to act as Registrar of Births and Deaths of Karanda pattu korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for fourteen days from June 13, 1928, during the absence of the Registrar, HETTINARAYANA

MUDIANSSELAGE PUNCHI BANDA PADIWELA, on leave. His office will be at Udawela.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKE MUDIANSSELAGE MUDIANSSE to act as Registrar of Births and Deaths of Baladra korale division, and of Marriages (General) of Dewamedi hatpattu division, in the Kurunegala District of the North-Western Province, for two days from June 23, 1928, during the absence of the Registrar, CHANDRASEKARE APPUHAMY TENNAKON, on leave. His office will be at Kobeigane.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed FRANCIS SECUNDUS PERERA GOONATILLEKA to act as Registrar of Births and Deaths of Yagana pattu north division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for nine days from June 6, 1928, during the absence of the Registrar, SEBAN PERERA GOONATILLEKA, on leave. His office will be at Damminnagahawatta in Bingiriya.

The Provincial Registrar, Ratnapura, has appointed HENAGGE PODI APPUHAMY to act as Registrar of Births and Deaths of Kumburugamuwa division, and of Marriages (General) of Kolonna korale division, in the Ratnapura District of the Province of Sabaragamuwa for fourteen days from June 12, 1928, during the absence of the Registrar, SOORIYA ARACHCHILLAGE HEENHAMI, on leave. His office will be at Timbirigahawatta in Kumburugamuwa.

The Provincial Registrar, Ratnapura, has appointed HECTOR DIAS SENEVIRATNE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, on June 13, 1928, during the absence of the Registrar, THOMAS DE SILVA ABAYAWICKRAMA, on leave. His office will be at the Land Registry, Ratnapura.

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

The Assistant Provincial Registrar, Kegalle, has appointed JAYAWARDENA BANDA SENANAYAKE to act as Registrar of Births and Deaths of Kanduaa pattuwa division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for fifteen days from June 11, 1928, during the absence of the Registrar, SENANAYAKARALLAGE CHARLES BANDA, on leave. His office will be at Migahakotuwewatta in Telijjagoda.

The Assistant Provincial Registrar, Kegalle, has appointed EGODARALLAGE LOKU BANDA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for nineteen days from June 16, 1928, during the absence of the Registrar, EDIRISURIYA MUDIANSSELAGE KIRI BANDA EDIRISURIYA, on leave. His office will be at Migahakotuwewatta in Kalwana.

Registrar-General's Office,
Colombo, June 19, 1928.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE EXCISE ORDINANCE, No. 8 OF 1912.”

X 103/28

HIS Excellency the Governor has been pleased, in terms of rule 2 (c) of Excise Notification No. 85, as amended by Excise Notification No. 136, to nominate Mr. K. M. Kadiravail of Aluwihara; and Dr. H. C. Vandort, District Medical Officer, Matale, to be Members of the Excise Advisory Committee for the Matale Urban District Council area for the remainder of the current year ending September 30, 1928, *vice* Mr. C. Ariyanayagan, who has left the district, and Dr. J. B. Rodrigo, who has been transferred.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 16, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

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

K 160/28

HIS Excellency the Governor has been pleased, in terms of rule 2 (e) (ii.) of Excise Notification No. 85, to nominate Mr. H. D. Garrick, Ukuwela estate, Uduwela, to be a Member of the Excise Advisory Committee for the Matale Revenue District area for the remainder of the current year ending September 30, 1928, vice Mr. F. A. E. Price, who is leaving the Island in July, 1928.

Colonial Secretary's Office,
Colombo, June 19, 1928.

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

G 397/28

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

Colonial Secretary's Office,
Colombo, June 20, 1928.

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

G 400/28

A PPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Interpreter, Land Settlement Department, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before July 2, 1928.

Colonial Secretary's Office,
Colombo, June 20, 1928.

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

G 457/28

A PPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Clerk, Mannar Kachcheri, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before July 2, 1928. Applicants must be able to read, write, and interpret in Sinhalese.

Colonial Secretary's Office,
Colombo, June 21, 1928.

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

"THE MOTOR CAR ORDINANCE, 1927."

W 322/27

REGULATION made by the Governor in Executive Council under sections 6 (1) and 58 of the above Ordinance.

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

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

REGULATION REFERRED TO.

The highway specified in the schedule hereto is hereby declared to be suitable for use by lorries subject to the restriction that the maximum weight of any lorry using such highway shall not exceed 2½ tons.

In this regulation, maximum weight shall mean the gross weight of the lorry when fully manned and loaded.

Schedule.

The portion (3½ miles in length) of the Deniyaya-Beverley Estate Cart road between the 52nd milepost on the Deniyaya-Viharahena road and the Maha-dola.

"THE MOTOR CAR ORDINANCE, 1927."

W 338/28

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

Colonial Secretary's Office,
Colombo, June 16, 1928.

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

REGULATION.

The use of the roads named in the schedule hereto by motor omnibuses is prohibited, provided that a motor omnibus not carrying passengers may, for the purpose of leaving or entering a garage or motor workshop, use any road which is the only means of access to such garage or workshop.

Schedule.

Dandugama Raddoluwa Village Committee road.
Raddoluwa-Mutuwadiya Village Committee road.
Raddoluwa Kotugoda Village Committee road.

of the Divisional Forest Officer, Kurunegala, and the signing of agreement the form of which may be seen at Divisional Forest Office prior to tendering.

6. Felling should be done very carefully, and for any other trees damaged by careless felling the successful purchaser will be dealt with in terms of Forest Ordinance, No. 16 of 1907.

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

SCHEDULE.

Class I. is 4 feet and over in girth. (Girth taken at 4 feet from the ground.)

Class II. is 3 feet to 4 feet in girth.

Class III. is under 3 feet in girth.

	I. c. ft.	II. c. ft.	III. c. ft.
Jak trees ..	33 = 1008 ..	69 = 655 ..	79 = 510
Teak trees ..	9 = 323 ..	40 = 927 ..	88 = 605
Mahogany trees	16 = 745 ..	8 = 168 ..	10 = 58
Halmilla trees .	— ..	1 = 8 ..	3 = 28

J. D. SARGENT,

Conservator of Forests.

Kandy, June 14, 1928.

ADVERTING to tender notice published in *Ceylon Government Gazette* No. 7,645 of June 1, 1928, tenders are invited for supplying rice at also the under-mentioned work which should be included in the list of works referred to in the above said notice:—

Name of Work.	Place of Delivery.	Kind of Rice.
Akathimurippu, Northern Province	Akathimurippu store (about 2 miles from Madhu road)	Milchard or Country

B. G. MEADEN,

for Acting Director of Irrigation.

Office of the Director of Irrigation,
Trincomalee, June 18, 1928.

TENDERS are invited for the construction of a school building with teacher's quarters, kitchen, and store at Chinna Kinniya in Tanglegam pattu according to the specification given below.

2. Tenders must either be posted or handed in at the Kachcheri on or before July 15, 1928, enclosed in sealed envelopes, addressed to the Chairman, Rural Education District Committee, Trincomalee, and the words "Tenders for Chinna Kinniya School" marked on the envelopes.

3. Timber required for the work will be supplied free of royalty to be cut and removed by the tenderer.

4. Particulars regarding the site and other information can be obtained in this office.

5. The Chairman, Rural Education District Committee, reserves to himself the right to accept or reject any tender without assigning reason for doing so.

6. The successful tenderer will be duly notified.

7. The work should be done under the supervision of the Superintendent of Minor Roads, Trincomalee, and his directions should be followed.

8. The construction must be completed to the satisfaction of the Chairman, Rural Education District Committee, before May 31, 1929, and payment will be made after the inspection of the work.

9. The Chairman, Rural Education District Committee, reserves to himself the right to deduct any amount from the full amount payable on account of any unsatisfactory work.

H. R. R. BLOOD,

The Kachcheri,
Trincomalee, June 14, 1928.

Chairman, Rural Education
District Committee.

SPECIFICATION REFERRED TO.

The school building should be 60 ft. long 30 ft. wide. Teacher's quarters: two rooms of 14 ft. 7½ in. by 12 ft. with 6 ft. verandah. Kitchen and store: two rooms of 12 ft. by 10 ft. with 6 ft. verandah.

Foundation in all cases should be lime concrete and the superstructure should consist of Kcddiya bricks and lime mortar.

The roof should be made of sawn timber and covered with Calicut tiles.

The plan of the building can be seen in office.

SCHEDULES of rates are hereby invited for the work of converting the existing Nurses' quarters into a Maternity Ward, Avissawella Hospital, 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. Schedules 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, and duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedules of Rates for Converting the existing Nurses' Quarters into a Maternity Ward, Avissawella Hospital, in the Avissawella District" so as to reach the offices of the foregoing officers on or before 12 noon on June 25, 1928. All imported materials, such as cement, tiles, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. 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 the agreement, and to recover the cost thereof as indicated in the Government Store Price List, plus 25 per cent., as also Custom Duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

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

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

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

E. W. BARTHOLOMEW,

Public Works Office,
Colombo, June 13, 1928.

for Director of Public Works.

SALE OF UNSERVICEABLE ARTICLES, &c.

A SALE by public auction of spares and accessories for motor vehicles, together with a quantity of empty iron drums, wooden barrels, packing cases, &c., will be held at the Railway Stores, Maradana, on Tuesday, July 3, 1928, at 2 P.M.

Buyers are kindly requested to note that rent at the rate of 50 cents per diem will be charged for each lot not removed within three days.

Railway Storekeeper's Office, G. E. DE SILVA,
Colombo, June 19, 1928. Acting Railway Storekeeper.

THE under-mentioned unserviceable articles will be sold by public auction at the Colombo Museum on Tuesday, June 26, 1928, at 10 A.M. :—

3 trough stands.
1 lot scrap iron.
1 lot packing cases, unserviceable wood, &c.
1 lot empty ink bottles, jars, &c.

The Museum, JOSEPH PEARSON,
Colombo, June 19, 1928. Director, Colombo Museum.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Saturday, June 30, 1928, at 12.30 P.M., at the University College (main building) :—

Fourteen combination desks and benches in teakwood on iron stands.

University College, R. MARRS,
Colombo, June 15, 1928. Principal, University College.

NOTICE is hereby given that the under-mentioned articles condemned as unserviceable will be sold by public auction on Saturday the 30th instant, at 1 P.M., at the Divisional Forest Office, Galle :—

4 brushes paint	1 scale offset
1 bucket galvanized	10 watering cans
3 inkstands, pewter, round	

H. C. KING,
Divisional Forest Officer, Southern
Galle, June 15, 1928. Division (West)

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 16, 1928.

Births.—The total births registered in the city of Colombo in the week were 141 (3 Europeans, 14 Burghers, 79 Sinhalese, 19 Tamils, 22 Moors, 3 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 28.0, as against 34.8 in the preceding week, 30.2 in the corresponding week of last year, and 32.6 the weekly average for last year.

Deaths.—The total deaths registered were 157 (1 European, 7 Burghers, 86 Sinhalese, 28 Tamils, 24 Moors, 3 Malays, and 8 Others). The death rate per 1,000 per annum was 31.2, as against 36.6 in the previous week, 27.2 in the corresponding week of last year, and 27.6 the weekly average for last year.

Infantile Deaths.—Of the 157 total deaths, 40 were of infants under one year of age, as against 53 in the preceding week, 32 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 13.

Principal Causes of Death.—1. (a) Twenty-nine deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 8 deaths of non-residents), 4 in Kotahena South, 3 each in Maradana North and Slave Island, 2 each in Maradana East and Wellawatta South, and 1 each in St. Pauls, Kotahena North, New Bazaar, Maradana South, Kollupitiya, and Wellawatta North, as against 27 in the previous week and 19 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 1 each in Kotahena North, New Bazaar, Maradana North, Maradana East, Slave Island, and Kollupitiya, as against 12 in the previous week, and 6 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, one each in New Bazaar, Maradana East, Maradana South, and Kollupitiya, as against 6 in the previous week, and 3 the weekly average for last year.

2. (a) Twelve deaths from *Phthisis* were registered, 2 each in Maradana hospitals, New Bazaar, and Slave Island, 1 each in Pettah, St. Pauls, Kotahena South, Maradana South, Wellawatta North, and Wellawatta South, as against 11 in the previous week, and 11 the weekly average for last year.

(b) Three deaths from *Phthisis* of residents of Colombo town occurred at the Anti-Tuberculosis Hospital, Ragama, during the week, as against 1 in the previous week.

3. Thirteen deaths from *Debility* were registered, 8 from *Infantile Convulsions*, 7 each from *Enteritis* and *Accidents*, 3 from *Diarrhoea*, 2 from *Worms*, and 6 from *Other Causes*.

4. Twenty-three cases of *Chickenpox*, 7 of *Enteric Fever*, and 6 of *Measles* were reported during the week, as against 15, 3, and 3, respectively, of the preceding week. No case of *Plague* was reported this week, 2 cases were reported in the previous week.

State of the Weather.—The mean temperature of air was 81.0°, against 81.7° in the preceding week, and 80.4° in the corresponding week of the previous year. The mean atmospheric pressure was 29.834 in., against 29.799 in. in the preceding week, and 29.830 in., in the corresponding week of the previous year. The total rainfall in the week was 2.20 in., against 3.20 in. in the preceding week, and 2.49 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 19, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF KALLEBOKKA ESTATES COMPANY, LIMITED.

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

- (15) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex-officials or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents or connections, and to make gifts and bonuses to persons in the employment of the Company.
- (17) To enter into any arrangements with any authorities, government, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (18) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subscribe or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (19) To form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem, directly or indirectly, calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
- (20) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (21) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, policies, stocks, shares, debentures or book debts, or without any security at all.
- (22) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stocks, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (23) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal or immovable or movable property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (24) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of director, receiver, liquidator, treasurer, or attorney, and to keep for any company, authority, or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.
- (25) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (26) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (27) 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.
- (28) To make, draw, accept, endorse, negotiate, purchase, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (29) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (30) To pay for any lands, and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (31) To accept as consideration for the sale or disposal of any lands, and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any Company or person, or partly one and partly any other.
- (32) 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.
- (33) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (34) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so necessary, incidental, conducive, convenient or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. (a) The nominal capital of the Company is One million Two hundred and Fifty thousand Rupees (Rs. 1,250,000) divided into 100,000 ordinary shares of Ten Rupees (Rs. 10) each, and 25,000 seven per cent. cumulative preference shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 25,000 cumulative preference shares the following rights, privileges, and conditions:—

- (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of seven per centum per annum on the capital paid up or credited as paid up thereon, but to no further right to participate in the profits of the Company.
- (ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up, in priority to any other class of shares of the Company whether existing or future, but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.
- (iii.) The said cumulative preference shares shall confer on the holders thereof such other rights and privileges, and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided, however, that the rights for the time being attached to the said 25,000 cumulative preference shares in the capital may be altered or dealt with in accordance with Articles 57 and 58 of the accompanying Articles of Association, but not 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 ordinary shares in the capital of the Company set opposite our respective names:—

Name and Address of Subscribers.	Number of Ordinary Shares taken by each Subscriber.
A. H. S. CLARKE, Kallebokka, Madulkele	One
R. E. J. CLARKE (by her attorney A. H. S. CLARKE), Achareidh, Nairn, Scotland .	One
A. C. K. S. CLARKE (by his attorney A. H. S. CLARKE), Achareidh, Nairn, Scotland	One
H. W. KENNEDY (by his attorney LESLIE W. F. DE SARAM), Wewelmadde, Matale	One
CLIFFORD H. FIGG, Colombo	One
A. S. COLLETT, Colombo	One
P. H. FRASER (by his attorney A. S. COLLETT), Colombo	One
Total number of shares taken	Seven

Witness to the signatures of the above-named ALISTER HASTINGS STEUART CLARKE, RACHEL ELEANOR JANE STEUART OF CLARKE, and ARTHUR CALVERT KEIR STEUART CLARKE, at Madulkele, this 12th day of May, 1928:

C. B. CLAY, J.P., U.P.M.,
Tea Planter, Mahaousa, Madulkele, Ceylon.

Witness to the signatures of the above-named CLIFFORD HENRY FIGG, ARTHUR STANLEY COLLETT, and PATRICK HAGGART FRASER, at Colombo, this 17th day of May, 1928:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo, Ceylon.

Witness to the signature of the above-named HENRY WILLIAM KENNEDY, at Colombo, this 18th day of May, 1928:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo, Ceylon.

ARTICLES OF ASSOCIATION OF KALLOBOKKA ESTATES COMPANY, LIMITED.

It is agreed as follows:—

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

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

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

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

INTERPRETATION.

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

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

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

Special Resolution.—“Special Resolution” has the meaning assigned thereto by the Ordinance.

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

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

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

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

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

Dividend.—“Dividend” includes bonus.

Persons.—“Persons” means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registrar, or otherwise howsoever, as well as individuals.

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

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

Month.—“Month” means a calendar month.

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

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

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

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

BUSINESS.

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

7. **Acquisition of Deyanilla, Kallebokka, and Cabargalla Estates.**—The basis on which this Company is established is that the Company shall purchase or otherwise acquire Kallebokka and Deyanilla estates, situated in the Kandy District, and Cabragalla estate, situate in the Matale District of the Central Province of the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters or other persons interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent board of this Company, and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

9. **Nominal Capital.**—(a) The nominal capital of the Company is One million Two hundred and Fifty thousand Rupees (Rs. 1,250,000), divided into 100,000 ordinary shares of Ten Rupees (Rs. 10) each, and 25,000 seven per cent. cumulative preference shares of Ten Rupees (Rs. 10) each.

(b) (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of seven per centum per annum on the capital, paid up or credited as paid up thereon, but to no further right to participate in the profits of the Company.

(ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up in priority to any other class of shares of the Company whether existing or future, but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.

SHARES.

10. **Issue and Allotment.**—The whole of the unissued shares of the Company for the time being shall be under the control of the Board, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and with such rights and privileges and either at par or at a premium or otherwise, and at such times as the Board may determine, with full power to give to any person the call of or option over any shares either at par or at a premium and for such times and for such consideration as the Board thinks fit, subject always to the stipulations contained in any agreement with reference to the shares to be allotted or retained in pursuance thereof.

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

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

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

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

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

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

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

18. *Survivor of Joint-holder, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

20. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

26. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm, the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

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

TRANSFER OF SHARES.

29. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

33. *Board may decline to Register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise ; or to any person not approved by them.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

41. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 40, 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 the same 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 share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; 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.

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

SURRENDER AND FORFEITURE OF SHARES.

43. *The Directors may accept Surrender of Shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon, a surrender of the shares of Shareholders who may be desirous or retiring from the Company.

44. *If Call or Instalment not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

46. *In default of Payment, Shares to be forfeited.*—If the requisition of such notice as aforesaid be not complied with, every or any share 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.

47. *Shareholder still liable to pay Money owing at Time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon at 9 per cent. per annum from the time of forfeiture until payment, and the Directors may enforce the payment thereof if they think fit.

48. *Surrendered or forfeited Shares to be the Property of the Company, and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

51. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 48 hereof, shall be redeemable after sale or disposal.

52. *Company's lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each Shareholder (whether solely or jointly with others), and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 20 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

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

54. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the agents and/or secretaries that the power of sale given by Article 53 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

55. *Transfer on Sale how executed.*—Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such share.

PREFERENCE SHARES.

56. *Preference and deferred Shares.*—Any share from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the 25,000 seven per cent. Cumulative preference shares referred to in Article 9 hereof and any other shares issued with a preference or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

57. *Modification of Rights and Consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

58. *Meeting affecting a particular Class of Shares.*—Any meeting for the purpose of the last preceding Article shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company; provided that no Shareholder, not being a Director, shall be entitled to notice thereof, or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded by the Chairman or in writing by any Shareholder personally present and entitled to vote at the meeting. A Director although not a holder of shares of the class affected may act as proxy at any such meeting.

CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or was signed in terms of Article 130.

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

62. *Interest on unpaid Calls.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article. Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents, as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium, or instalment were a call duly made and notified as hereby provided.

63. *Payments in Anticipation of Calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount due upon the shares held by him beyond the sum actually called up.

BORROWING POWERS.

64. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Two hundred thousand Rupees (Rs. 200,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such principal sum or sums of money so borrowed or raised, as aforesaid, and interest, create, and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors, or by one Director and the agents and/or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

66. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed at such time and place as may be determined by the Directors.

67. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding Articles shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

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

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office, and may consist of several documents in like form each signed by one or more of the requisitionists. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

69. Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 68 hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

70. *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by depositing a copy of the resolution at the office.

71. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting; provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

72. *Two Meetings convened by One Notice.*—Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

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

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

75. *Quorum to be present.*—No business shall be transacted at a General Meeting, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons being proxies or attorneys of Shareholder: entitled to vote.

76. *If Quorum not present, Meeting to be dissolved or adjourned; adjourned Meeting to transact Business.*—If at the expiration of half an hour from the time appointed for the meeting, the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and no notice of such adjournment need be given.

77. *Chairman of Directors or a Director to be a Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair then the Shareholders present shall choose one of their number to be Chairman.

78. *Business confined to Election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

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

VOTING AT MEETINGS.

81. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by the Chairman, or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

82. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner, and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. The demand for a poll may be withdrawn.

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

84. *No Poll on Election of Chairman or on Question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

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

86. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for any number of shares held by him up to fifty shares. He shall have an additional vote for every fifty shares held by him beyond the first fifty shares up to three hundred shares. He shall have an additional vote for every hundred shares held by him beyond the first three hundred shares up to one thousand shares, and he shall have an additional vote for every two hundred and fifty shares held by him beyond the first one thousand shares. When voting on a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him.

87. *Non-Shareholder not to be appointed Proxy; but Attorney though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company, or of any class of Shareholders of the Company.

88. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not registered at least Three Months previous to the Meeting to vote.*—No person shall exercise any rights of a Shareholder until his name shall have been entered in the Register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder or the person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Instrument of Proxy to be in Writing.*—Every instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if such appointor is a corporation, under the common seal, or under the hand of some attorney of such corporation duly authorized in writing in that behalf.

90. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

91. *When Power of Attorney to be deposited.*—The power of attorney under which a person proposes to vote shall be deposited at the office for registration in the books of the Company at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such power of attorney proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

92. *Form of Instrument of Proxy.*—Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect following:—

Kallebokka Estates Company, Limited.

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

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

93. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such vote 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.

94. *No Shareholder to be prevented from Voting by being Personally interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

95. *Number of Directors.*—The number of Directors shall never be less than three nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director 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 of Shareholders not attending such meeting (which shall not be adjourned for the purpose of enabling a quorum to be present) the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another, and if necessary enabling him to be placed on the Register of Shareholders.

96. *Qualification of Directors.*—The qualification of a Director shall be the holding in his own right alone, and not jointly with any other person of shares of the Company, of any class whether fully paid or partly paid, of the total nominal value of at least One thousand Five hundred Rupees (Rs. 1,500) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

97. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Alister Hastings Stuart Clarke of Kallebokka estate, Madulkelle, Thomas Yates Wright and Arthur Stanley Collett, both of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

103. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 104.

104. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third Ordinary General Meetings 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.

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

106. *Decision of Question as to Retirement.*—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.

107. *Number of Directors how increased or reduced.*—The Company in General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number shall go out of office.

108. *If Election not made, retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the next Ordinary General Meeting, 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.

109. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by depositing the same at the office, or by tendering his written resignation at a meeting of the Directors.

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

111. *When Office of Director to be vacated.*—The office of Director shall *ipso facto* be vacated—

- (a) If he resign his office.
- (b) If he become bankrupt or insolvent, or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of twelve consecutive months.

Provided that until an entry of his office having been so vacated be made in the minutes of the Board, his acts as a Director shall be as effectual as if his office were not vacated.

A Director may hold any other office or position under the Company in conjunction with his Directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

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

INDEMNITY.

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

114. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

115. *To acquire Kallebokka Estate, &c.*—The Directors, shall have power to purchase or otherwise acquire allebokka and Deyanilla estates, situated in the Kandy District, and Cabragalla estate, situated in the Matale District of the Central Province of the Island of Ceylon.

116. *To manage Business of Company and pay Preliminary Expenses, &c.*—The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director or with the assistance of an agent or agents, and/or secretary or secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said Kallebokke, Deyanilla, and Cabragalla estates, and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

118. *To appoint Proctors and Attorneys.*—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.

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

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

121. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artizans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any article in these presents on the Directors shall not be limited by any article conferring any special or expressed power.

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

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

PROCEEDINGS OF DIRECTORS.

123. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

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

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

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

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

128. *Acts of Board or Committee valid notwithstanding Informal Appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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 every person had been duly appointed provided the same be done before the discovery of the defect.

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

130. *Resolution in writing by all the Directors as valid as if passed at a Meeting of Directors.*—A resolution in writing signed in approval thereof by all the Directors for the time being resident in Ceylon (provided such Directors shall not be less than two in number) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

131. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *vide licet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of any committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

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

COMPANY'S SEAL.

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

ACCOUNTS.

134. *What Accounts to be kept.*—The Agents and/or Secretaries for the time being or, if there be no Agents and/or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the office as the Directors think fit.

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

136. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company for the period since the preceding account and balance sheet or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

137. *Report to accompany Statement.*—Every such account and balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend to the Shareholders, and the account, balance sheet, and report shall be signed by the Directors.

138. *Copy of Balance Sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

139. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

140. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions and to any arrangement that may be made by the Company to the contrary and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls and subject to the provisions of these presents as to reserve fund the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

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

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

143. *Interim Dividend.*—The Directors may, also if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

144. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem it not prudent to divide.

145. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company or for repairing or maintaining or extending the buildings and premises or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

148. *No Shareholder to receive Dividend while Debt due to Company.*—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.

149. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

150. *Dividends may be paid by Cheque or Warrant and sent through the Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

151. *Notice of Dividend; Forfeiture of unclaimed Dividend.*—Notice of all dividends to become payable shall be given to each Shareholder entitled thereto; and all dividends unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this article any cheques or warrants which may be issued for dividends and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

153. *Joint-holders other than a Firm.*—Every dividend, payable in respect of any share held by several persons jointly other than a firm may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

154. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

155. *Qualification of Auditors.*—No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an auditor.

156. *Appointment and Retirement of Auditors.*—The Directors shall appoint the first auditor or auditors of the Company and fix his or their remuneration; all future auditors, except as is hereinafter mentioned, shall be appointed at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the next Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

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

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

159. *Casual Vacancy in Number of Auditors how filled up.*—If any vacancy that may occur in the office of auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

160. *Duty of Auditor.*—Every auditor shall be supplied with a copy of the profit and loss account and balance sheet intended to be laid before the next Ordinary General Meeting, and it shall be his duty to examine the same with the accounts and vouchers relating thereto and to report thereon to the meeting generally or specially as he may think fit.

161. *Company's Accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the auditors for the purpose of audit.

NOTICES.

162. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agents and/or Secretaries, or other persons appointed by the Board to do so.

163. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

164. *Service of Notices.*—A notice may be served by the Company upon any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agents and/or Secretaries of the Company, their own or some other address in Ceylon.

165. *Notice to Joint-holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

167. *Non-resident Shareholders must register Addresses in Ceylon.*—Every Shareholder resident out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notice.

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

ARBITRATION.

169. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and/or "The Arbitration Ordinance, 1866," or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

172. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at the places and on the days and dates hereunder written:—

A. H. S. CLARKE.

R. E. J. CLARKE (by her attorney A. H. S. CLARKE).

A. C. K. S. CLARKE (by his attorney A. H. S. CLARKE).

H. W. KENNEDY (by his attorney LESLIE W. F. DE SARAN).

CLIFFORD H. FIGG.

A. S. COLLETT.

P. H. FRASER (by his attorney A. S. COLLETT).

Witness to the signatures of ALISTER HASTINGS STEUART CLARKE, RACHEL ELEANOR JANE STEUART CLARKE, and ARTHUR CALVERT KEIR STEUART CLARKE, at Madulkele, this 12th day of May, 1928:

C. B. CLAY, J.P., U.P.M.,
Tea Planter, Mahagusa, Madulkele, Ceylon.

Witness to the signatures of CLIFFORD HENRY FIGG, ARTHUR STANLEY COLLETT, and PATRICK HAGGART FRASER, at Colombo, this 17th day of May, 1928:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo, Ceylon.

Witness to the signature of HENRY WILLIAM KENNEDY, at Colombo, this 18th day of May, 1928:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo, Ceylon.

MEMORANDUM OF ASSOCIATION OF THE CEYLON TRUST AND DEVELOPMENT COMPANY, LIMITED.

1. THE name of the Company is "THE CEYLON TRUST AND DEVELOPMENT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority supreme, municipal, local, or otherwise and whether in Ceylon, India, or elsewhere.
 - (2) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (3) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company or on any specific property or rights, present and future, of the Company (including uncalled capital and unpaid calls) or otherwise howsoever.
 - (4) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith and to take part in the conversion of business concerns and undertakings into companies and the amalgamation, reconstruction, and promotion of companies.
 - (5) To form constitute, promote, manage, subsidize, supervise, or control, or assist in the formation, constitution promotion, management subsidy, supervision, or control of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
 - (6) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the objects of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
 - (7) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
 - (8) To constitute any trusts with a view to the issue of preferred, deferred, or any other stocks or securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
 - (9) To act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, and improvement, development and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business whether in respect of agricultural, commercial, or financial matters.
 - (10) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities, and to guarantee the payment of interest thereon or of dividends on any stock or shares of any company, or to give any other guarantee or indemnity for the payment of money or for the performance of contracts.
 - (11) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (12) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employés or ex employés of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object and to make gifts and bonuses to persons in the employment of the Company.
 - (13) To enter into any arrangements with any authorities, government, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (14) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
 - (15) To procure the Company to be registered or established or authorized to do business in the Federated Malay States, India, or elsewhere.
 - (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, policies, stocks, shares, debentures, or book debts, or without any security at all.

3655
 180
 180
 3560
 180
 180
 2270
 21170/-

- (17) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (18) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (19) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (20) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (21) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (22) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (23) To sell, let, underlet or lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (24) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (25) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly another.
- (26) 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.
- (27) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (28) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. (a) The nominal capital of the Company is seven million Rupees (Rs. 7,000,000) divided into 42,000 Ordinary Shares of One hundred Rupees (Rs. 100) each and 28,000 Six Per Cent. Cumulative Preference Shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 28,000 Cumulative Preference Shares the following rights, privileges, and conditions:—

- (i.) Such Cumulative Preference Shares shall entitle the holders thereof to receive a cumulative preferential dividend at the rate of six per centum per annum but to no further right to participate in the profits of the Company.
- (ii.) Such Cumulative Preference Shares shall entitle the holders thereof to receive in a winding up the capital paid up thereon and also any arrears of preferential dividend down to the date of repayment of capital (whether or not the same shall have been declared or whether or not there shall have been profits available for the payment thereof) before any repayment of capital is made to the holders of shares of any other class in the capital of the Company, whether existing or future, but to no further right to participate in the assets of the Company.
- (iii.) Such Cumulative Preference Shares shall have such other rights and privileges and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided, however, that the rights for the time being attached to the said 28,000 Cumulative Preference Shares in the capital may be altered, abrogated, or dealt with in accordance with Articles 55 and 56 of the accompanying Articles of Association, but not 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 Ordinary Shares in the capital of the Company set opposite our respective names :

Names and Addresses of Subscribers.	Number of Ordinary Shares taken by each Subscriber.
A. A. DELMEGE (by his attorney ARTHUR SEYMOUR), Colombo One
ARTHUR SEYMOUR, Colombo One
E. P. WEDLAKE-LEWIS, Colombo One
T. W. GOWLAND, Colombo One
A. S. BERWICK, Colombo One
LESLIE W. F. DE SARAM, Colombo One
J. A. MARTENSZ, Colombo One
Total number of Shares taken ..	Seven

Witness to the signatures of the above-named ANTHONY ANSELL DELMEGE, ARTHUR SEYMOUR, EDWARD PHILIP WEDLAKE-LEWIS, TOM WILFRED GOWLAND, LESLIE WILLIAM FREDERICK DE SARAM, and JAMES AUBREY MARTENSZ, at Colombo, this 3rd day of April, 1928 :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

Witness to the signature of the above-named ALFRED SCOTT BERWICK, at Nuwara Eliya, this 5th day of April, 1928 :

V. C. MODDER,
Proctor of the Supreme Court, Nuwara Eliya.

ARTICLES OF ASSOCIATION OF THE CEYLON TRUST AND DEVELOPMENT COMPANY, LIMITED.

It is agreed as follows :—

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

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

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

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

INTERPRETATION.

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

Company.—The word “Company” means “The Ceylon Trust and Development Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

Special Resolution.—“Special Resolution” has the meaning assigned thereto by the Ordinance.

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

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

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

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

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

Dividend.—“Dividend” includes bonus.

Persons.—“Persons” means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registration, or otherwise howsoever, as well as individuals.

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

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

Month.—“Month” means a calendar month.

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

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

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

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

BUSINESS.

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

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

CAPITAL.

8. *Nominal Capital.*—The nominal capital of the Company is Seven million Rupees (Rs. 7,000,000), divided into 42,000 ordinary shares of One hundred Rupees (Rs. 100) each and 28,000 six per cent. cumulative preference shares of One hundred Rupees (Rs. 100) each.

SHARES.

9. *Issue and Allotment.*—The whole of the unissued shares of the Company for the time being shall be under the control of the Board, who may, subject to the rights of any person entitled to apply for or have allotted to him any shares of the Company and to the rights of the holders of the shares of the Company for the time being issued upon special terms, allot or otherwise dispose of the same to such persons, on such terms and conditions, and with such rights and privileges and either at par or at a premium or otherwise, and at such times as the Board may determine, with full power to give to any person the call of or option over any shares either at par or at a premium and for such time and for such consideration as the Board thinks fit, subject always to the stipulations contained in any agreement with reference to the shares to be allotted or retained in pursuance thereof. The Company may make arrangements on an 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.

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

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

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

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

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

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

16. *One of Joint-Holders other than a Firm may give Receipts; only one of Joint-Holders entitled to vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividend payable in respect of such share; but only one of such joint-holders shall be entitled to the right of voting and of appointing proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or appoint proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares in respect of such joint-holding shall vote or appoint proxies and exercise those rights and powers.

17. *Survivor of Joint-Holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

19. *Trusts or any Interest in Share, other than that of registered Holder or of any Person under Article 38, not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

22. *How carried into effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares may be dealt with as if they formed part of the original capital and shall be subject to the provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

24. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

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

TRANSFER OF SHARES.

27. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

31. *Board may decline to Register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them.

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

33. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 31, 32, and 34, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

37. *Title to Shares of deceased Holder.*—Subject and without prejudice to the provisions of Article 17 hereof the executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

38. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors and with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

39. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 38, 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 the same 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 share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; 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.

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

SURRENDER AND FORFEITURE OF SHARES.

41. *The Directors may accept Surrender of Shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

42. *If Call or Instalment not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, at the rate of nine per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

46. *Surrendered or forfeited Shares to be the Property of the Company, and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, reallocated, or otherwise disposed of, upon such terms and in such manner as the Board shall think fit.

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

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

49. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or reallocated, or otherwise disposed of under Article 46 hereof, shall be redeemable after sale or disposal.

50. *Company's Lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each Shareholder (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 19 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

51. *Lien how made available.*—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 heirs, 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.

52. *Proceeds how applied.*—The net proceeds of any such sale as aforesaid under the provisions of Articles 46 and 51 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residuo (if any) shall be paid to the Shareholder or the person (if any) entitled by transmission to the shares or who would be so entitled but for such sale.

53. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the agent or secretary or agents or secretaries that the power of sale given by Article 51 has arisen, and is exercisable by the Company under those presents, shall be conclusive evidence of the facts therein stated.

54. *Transfer on Sale how executed.*—Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

55. *Modification of Rights and Consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

56. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company; provided that no Shareholder, not being a Director, shall be entitled to notice thereof or to attend

thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded by the Chairman or in writing by any Shareholder personally present and entitled to vote at the meeting. A Director although not a holder of shares of the class affected may act as proxy at any such meeting.

CALLS.

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

58. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or was signed in terms of Article 128.

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

60. *Interest on Unpaid Calls.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article.

Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium, or instalment were a call duly made and notified as hereby provided.

61. *Payments in Anticipation of Calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount due upon the shares held by him beyond the sum actually called up.

BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Three million Rupees (Rs. 3,000,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such principal sum or sums of moneys so borrowed or raised and interest, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights, or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the agent or secretary or agents or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

64. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

65. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

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

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office, and may consist of several documents in like form each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

67. Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 66 hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

68. *Notice of Resolution.*—Any Shareholder may, on giving not less than two months' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by depositing a copy of the resolution at the office.

69. *Two Months' Notice of Meeting to be given.*—Two months' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting; provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

70. *Two Meetings convened by one Notice.*—Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

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

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

73. *Quorum to be present.*—No business shall be transacted at any General Meeting, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons being proxies or attorneys of Shareholders entitled to vote.

74. *If a Quorum not present, Meeting to be dissolved or adjourned; adjourned Meeting to transact Business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place and no notice of such adjournment shall be given.

75. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their Absence or Refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no 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.

76. *Business confined to Election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

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

VOTING AT MEETINGS.

79. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and unless a poll be immediately demanded by the Chairman or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

80. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner, and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. The demand for a poll may be withdrawn.

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

82. *No Poll on Election of Chairman or on Question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

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

84. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder who is present in person shall have one vote and on a poll every Shareholder who is present in person or by proxy or by attorney shall have one vote for every share held by him.

85. *Non-Shareholder not to be appointed Proxy; but Attorney though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company, or of any class of Shareholders of the Company.

86. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not registered at least Three Months previous to the Meeting to vote.*—No person shall exercise any rights of a Shareholder until his name shall have been entered in the register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder, or the person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

87. *Proxy to be Printed or in Writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or by the attorney of the appointor duly authorized in writing by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation or under the hand of some official of the corporation duly authorized in writing.

88. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

89. *When Power of Attorney to be deposited.*—The power of attorney under which a person proposes to vote shall be deposited at the office for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such power of attorney proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

90. *Form of Instrument of Proxy.*—Every instrument of proxy whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

The Ceylon Trust and Development Company, Limited.

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

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

91. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

92. *No Shareholder to be prevented from voting by being Personally interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

93. *Number of Directors.*—The number of Directors shall never be less than two nor more than seven. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director 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 of Shareholders not attending such meeting (which shall not be adjourned for the purpose of enabling a quorum to be present), the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and, if necessary, enabling him to be placed on the register of Shareholders.

94. *Directors' Qualification.*—The qualification of a Director shall be the holding in his own right alone, and not jointly with any other person of one share of any class in the Company, and upon which, in the case of a partly paid up share, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

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

96. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be appointed by the subscribers to these presents and they shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

102. *Retiring Directors how determined.*—The Directors to retire from office shall, unless the Directors otherwise arrange among themselves, be those who have been longest in office.

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

104. *Decision of Question as to Retirement.*—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.

105. *Number of Directors how increased or reduced.*—The Directors subject to the approval of a General Meeting, may from time to time or at any time increase or reduce the number of Directors, and may also subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

106. *If Election not made, Retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the next Ordinary General Meeting 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.

107. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by depositing the same at the office, or by tendering his written resignation at a meeting of the Directors.

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

109. *When Office of Director to be Vacated.*—The office of Director shall be *ipso facto* vacated—

(a) If he resign his office.

(b) If he become bankrupt or insolvent or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.

(c) If by reason of mental or bodily infirmity he become incapable of acting.

(d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.

(e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.

Provided that until an entry of his office having been so vacated has been made in the Minutes of the Board his acts as a Director shall be as effectual as if his office had not been vacated.

A Director may hold any other office or position under the Company in conjunction with his directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

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

INDEMNITY.

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

112. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

113. (a) *To acquire Shares, &c.*—The Directors shall have power to acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority, supreme, municipal, local or otherwise and whether in Ceylon, India, or elsewhere.

Provided that the Company shall not carry on the business of dealers, speculators, or traders in stocks, shares, or securities of any Company, corporation, Municipality, or Government, whether British, Colonial, or foreign, or acquire the same except for the purpose of their being held as investments and shall only realize the same from time to time for the purpose of varying investments. The Directors shall on making any change in investments or other financial transactions of the Company maintain as strictly as possible the relative rights of and separation between capital moneys and income and shall deal with the same accordingly and shall have power in their discretion to make all apportionments necessary in that behalf.

(b) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.

114. *To manage Business of Company and pay Preliminary Expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of any shares, stocks, debentures, debenture stock, bonds, obligations, securities, and any other property which the Company is authorized to acquire, and in or about the working and business of the Company.

115. *To acquire Property, to appoint Officers and pay Expenses.*—The Directors shall have power to and they may make such regulations for the management of the business and property and assets of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, inspectors, clerks, artizans, and other officers and servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the Managers, Agents, Secretaries, Treasurers, Accountants, Buyers, Inspectors, Clerks, Artizans, and other officers and servants, for such reason as they may think proper and advisable and without assigning any cause.

116. *To appoint Proctors and Attorneys.*—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.

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

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

119. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, clerks, assistants, artizans, and other officers and servants, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any Article in these presents on the Directors shall not be taken to be limited by any article conferring any special or express power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.

- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of those powers.

PROCEEDINGS OF DIRECTORS.

121. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

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

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

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

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

126. *Acts of Board or Committee Valid notwithstanding informal Appointment.*—The acts of the Board or of any Committee appointed by the Board shall, notwithstanding any vacancy in the Board or Committee, or defect in the appointment of any Director or of any member of the Committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed provided the same be done before the discovery of the defect.

127. *Regulations of Proceedings of Committee.*—The meetings and proceedings of such Committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such Committee respectively, or any regulation imposed by the Board.

128. *Resolution in Writing by all the Directors as Valid as if passed at a Meeting of Directors.*—A resolution in writing signed in approval by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted provided that not fewer than two Directors shall sign it.

129. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and Committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of any Committee appointed by the Board present at each meeting of the Committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the Committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

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

COMPANY'S SEAL.

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

ACCOUNTS.

132. *What Accounts to be kept.*—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 receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the office as the Directors think fit.

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

134. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the assets and liabilities of the Company for the period since the preceding account and balance sheet, or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

135. *Report to accompany Statement.*—Every such statement and balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the account, balance sheet, and report shall be signed by the Directors.

136. *Copy of Balance Sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least two months previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

137. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

Any nett income derived from the investment, trust, business of the Company may be treated as profits and dealt with and distributed by way of dividend without any obligation to make provision for depreciation in the capital value of the investments.

138. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions and to any arrangement that may be made by the Company to the contrary and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls and subject to the provisions of these presents as to reserve fund the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

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

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

141. *Interim Dividend.*—The Directors may, also if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

142. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem not prudent to divide.

143. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company or for any other purposes of the Company which they may from time to time deem expedient.

144. *Capitalization of Reserve.*—The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company including premiums received on the issue of any shares, debentures, debenture stock, or other obligations of the Company or any sum arising from any operation creating an excess of assets on capital account, or (b) being undivided nett profits in the hands of the Company, be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the ordinary Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares and in such manner as the resolution may direct, and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall, in accordance with such resolution, apply such sum in paying up in full (or, with the consent of all the ordinary Shareholders, in part) any unissued shares, debentures, debenture stock, or other obligations of the Company on behalf of the ordinary Shareholders aforesaid, and appropriate such shares, debentures, debenture stock, or other obligations and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst such Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of a uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such Shareholders or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution the Directors may settle the

same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any shares or debentures or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares, debentures, debentures stock, or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

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

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

147. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

148. *Dividends may be paid by Cheque or Warrant and sent through the Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

149. *Notice of Dividend: Forfeiture of Unclaimed Dividends.*—Notice of all dividends to become payable shall be given to each Shareholder entitled thereto: and all dividends unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this Article any cheques or warrants which may be issued for dividends and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

151. *Joint-holders other than a Firm.*—Every dividend payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

152. *Accounts to be Audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors.

153. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional Accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

154. *Appointment and Retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

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

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

157. *Casual Vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

159. *Company's Accounts to be open to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

160. *Notices how Authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

161. *Shareholders to Register Address.*—Every Shareholder shall furnish the Company with an address which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

162. *Service of Notices.*—A notice may be served by the Company upon any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries of the Company, their own or some other address.

163. *Notice to Joint-holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

ARBITRATION.

165. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and/or "The Arbitration Ordinance, 1866," or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

167. *Purchase of Company's Property by Shareholders.*—Any Shareholder, whether a Director or not, or whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the assets 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.

168. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holder of the preference shares, the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the days and dates hereinafter mentioned :

A. A. DELMEGE (by his attorney ARTHUR SEYMOUR).

ARTHUR SEYMOUR.

E. P. WEDLAKE-LEWIS.

T. W. GOWLAND.

A. S. BERWICK.

LESLIE W. F. DE SARAM.

J. A. MARTENSZ.

Witness to the signatures of the above-named ANTHONY ANSDILL DELMEGE, ARTHUR SEYMOUR, EDWARD PHILIP WEDLAKE-LEWIS, TOM WILFRED GOWLAND, LESLIE WILLIAM FREDERICK DE SARAM, and JAMES AUBREY MARTENSZ, at Colombo, this 3rd day of April, 1928 :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

Witness to the signature of the above-named ALFRED SCOTT BERWICK, at Nuwara Eliya, this 5th day of April, 1928 :

V. C. MODDER,
Proctor of the Supreme Court, Nuwara Eliya.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE HAUGHTON TEA COMPANY, LIMITED.

- and publication*
1. The name of the Company is "THE HAUGHTON TEA COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is established are—
 - (a) To carry on in Ceylon or elsewhere the business of growers and manufacturers of, and dealers in tea, rubber and other Ceylon produce.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, tea makers, 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.
 - (d) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g), or for the manufacture, and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (i) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (j) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seeds, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (k) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
 - (l) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (m) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, 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.
 - (n) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (o) To let, lease, sell, exchange, or mortgage the Company's factories, estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (p) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
 - (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
 - (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of unou 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.

- (b) 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 purpose of this Company.
- (u) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (v) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (w) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (x) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (y) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z) To pay for any lands and real or personal, immovable or movable estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 1) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
- (z 2) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 3) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Seven hundred Thousand Rupees (Rs. 700,000), divided into Seventy thousand (70,000) 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 Shareholders.	Number of Shares taken by each Subscriber.
R. J. HARTLEY, Colombo	One
A. W. HARRISON, Colombo	One
LIONEL BRAY, Colombo	One
H. B. PHILLIPS, Colombo	One
M. N. WAYMAN, Colombo	One
H. S. WAKE, Colombo	One
JOS. F. MARTYN, Colombo	One
Total Shares taken	Seven

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

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

ARTICLES OF ASSOCIATION OF THE HAUGHTON TEA COMPANY, LIMITED.

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

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

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

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

(a) On a show of hands every Shareholder present in person shall have one vote. On a poll every Shareholder shall have one vote for each share of which he is the holder.

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

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

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

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

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

The Haughton Tea Company, Limited.

I, _____, of _____, being a Shareholder of the Haughton Tea Company, Limited, hereby appoint _____ of _____ as my proxy to vote for me and on my behalf at the (Ordinary or Extraordinary as the case may be) General Meeting of the Company to be held on the _____ day of _____, and at any adjournment thereof.

Signed this _____ day of _____.

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

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

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

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

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

46E. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand as they may find necessary or expedient. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Twenty-five thousand (Rs. 25,000).

46F. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries who shall attest the sealing thereof; such attestation on the part of 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.

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

48. The office of Director shall be vacated—

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

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

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.

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

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

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

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

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

LIONEL BRAY, Colombo.

H. B. PHILLIPS, Colombo.

M. N. WAYMAN, Colombo.

H. S. WAKE, Colombo.

JOS. F. MARTYN, Colombo.

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

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

The New Colombo Ice Company, Limited.

NOTICE is hereby given at the 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 Tuesday, July 17, 1928, at 2.30 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 Directors.
 4. To appoint an Auditor.
 5. To transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from July 11 to 17, 1928, inclusive.)

By order of the Directors,

BOIS BROTHERS & Co., LTD.,

Colombo, June 13, 1928. Agents and Secretaries.

Auction Sale.

In the District Court of Colombo.

UNDER and by virtue of commission issued to me in case No. 9,650, D. C., Colombo, I shall sell at the risk of the defaulting purchaser an undivided $\frac{1}{2}$ share of Kadakiritottam *alias* Elabodawatta, exclusive of the planter's $\frac{1}{2}$ share of the second plantation situated at Ganegama in Alutgambadda, Kalutara Totamune; in extent 1 acre 3 roods and $30\frac{3}{4}$ perches on Friday, July 13, 1928, at 4 P.M. at the spot for the recovery of the amount therein stated, less Rs. 3,174 recovered.

119, Hulftsdorp,
Colombo, June 20, 1928C. P. AMERASENGHE,
Auctioneer.Under Mortgage Decree in D. C., Colombo,
Case No. 24,610.

I SHALL sell by public auction on Tuesday, July 17, 1928, at the spot at 4.30 P.M. :-

All those five contiguous portions of land consisting of the four contiguous portions of Madangahawatta, with the buildings and plantations thereon, *alias* Laura Villa, situated at Rawatawatta in Moratuwa; containing in extent 1 acre 2 roods and $9\frac{8}{100}$ perches.

Further particulars from Messrs. Wilson & Kadirgamar Proctors and Notaries, Colombo, or—

Phone: 1039,
119, Hulftsdorp,
Colombo, June 20, 1928.FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.Auction Sale under Mortgage Decree in Case No. 25,021,
D. C., Colombo.

Valuable House Properties at Rawatawatta and Korawalwella in Moratuwa.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Wednesday, July 18, 1928, at 4.30 P.M. at the first named and herein-below mentioned:—(1) All that undivided portion of Dihindi-

gewatta being a lot No. 6, together with the trees and buildings standing thereon, situated at Rawatawatta in Moratuwa, in extent 1 rood and $9\frac{27}{100}$ perches; (2) all that defined portion of the land called Keenagahawatta *alias* Madangahawatta, together with the trees, plantations, and buildings standing thereon, situated at Korawalwella in Moratuwa, in extent 1 acre and $1\frac{21}{100}$ perches; (3) all that portion of land called Dombagahawatta, together with the trees and buildings standing thereon, situated at Korawalwella in Moratuwa, in extent 1 rood and $29\frac{9}{100}$ perch; (4) all that eastern portion of the land called Barabadde-watta, together with the trees, plantations, and buildings standing thereon, situated at Rawatawatta in Moratuwa, in extent $38\frac{4}{100}$ perches.

For further particulars apply to C. S. A. Perera, Esq., Proctor and Notary, Colombo.

115, Hulftsdorp,
Colombo, June 19, 1928.A. V. PERERA,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in favour of A. R. A. Thangaiyah Pulle of Negombo, against Suriyamudiyanselage Simon Appuhamy of Dunakadeniya, and the order to sell issued to me in case No. 1,092, D. C., Negombo, for the recovery of the sum of Rs. 7,661.25, with further interest on Rs. 6,750 at 18 per cent. per annum from July 20, 1927, to the date of decree and thereafter on the aggregate amount at 9 per cent. per annum till payment and costs of suit, I shall sell by public auction on Saturday, July 21, 1928, commencing at 1.30 P.M. at the respective spots the following properties, to wit:—

2. An undivided $\frac{2}{7}$ shares of the land called Katakalahawatta, situated at Dunakadeniya in Katugampola korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent $2\frac{1}{2}$ acres.

3. Undivided $\frac{1}{2}$ share of the field called Bakmigahakumbura at Dunakadeniya aforesaid, in extent 1 paha of paddy sowing ground.

4. All that land called Makdlagahamulawatta at Dunakadeniya aforesaid, in extent about $1\frac{1}{2}$ acres, with the buildings thereon, but according to plan No. 158 dated September 19, 1923, made by E. C. Peris, Surveyor, in extent 1 acre 1 rood and 1.5 perches, with the buildings thereon.

5. All that land called Kajugahawatta at Dunakadeniya aforesaid, in extent about 3 measures of kurakkan sowing ground, but according to the Crown grant dated May 11, 1907, in extent 1 rood and 20 perches, with the buildings thereon.

6. Undivided $\frac{1}{2}$ share of the land called Katakalahamulawatta at Dunakadeniya aforesaid, in extent 2 kurunies of kurakkan sowing ground, with the entirety of buildings thereon.

7. Undivided $\frac{1}{2}$ share of the land called Gorakagahawatta at Dunakadeniya aforesaid, in extent about 8 measures of kurakkan sowing ground, with the buildings thereon.

8. Undivided $\frac{1}{2}$ share of the land called Gorakagahawatta, situated at Dunakadeniya aforesaid, in extent about 6 measures of kurakkan sowing ground, with the buildings thereon.

9. All that field called Mailagahakumbura at Dunakadeniya aforesaid, in extent about 2 p rrahs of paddy sowing ground.

10. All those two contiguous portions of land called Kohombogahawatta at Dunakadeniya aforesaid, in extent about $1\frac{1}{2}$ acres, with the buildings thereon.

11. An allotment of land called Gorakagahawatta and Gorakagahahena at Dunakadeniya aforesaid, in extent 3 acres 2 roods and 25 perches, with the buildings thereon.

The said 7th lands are bound as primary mortgage, and the said 11th lands as secondary mortgage.

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

Negombo, June 15, 1928.

K. H. PERERA,
Licensed Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in favour of Awenna Thana Ura Lena Muna Ulagappa Chetty of Negombo, against Warnakulasuriya Romanis Fernando of Horagolla and Warusahenneadige Lionel Coloin Easter de Zoysa of Maravila, and the order to sell issued to me in case No. 2,140, D. C., Negombo, for the recovery of the sum of Rs. 2,002.50, with further interest on Rs. 1,600 at 24 per cent. per annum from December 23, 1927, till date of decree, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full and costs of suit, I shall sell by public auction on Tuesday, July 17, 1928, commencing at 2.30 p.m., at the respective spots the following properties to wit (primary mortgage):—

1. The land called Gorakagahawatta, situated at Narawila in Meda palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 2 acres, with the buildings thereon.

2. An undivided $\frac{1}{2}$ share excluding an undivided $\frac{1}{2}$ share out of the said $\frac{1}{2}$ share from and out of the land called Pillewa at Narawila aforesaid, in extent about 1 acre.

3. The land called Pankotuwa at Narawila aforesaid, in extent about 10 berrahs of paddy sowing ground.

4. An undivided $\frac{1}{2}$ share of the land called Kosgahawatta at Narawila aforesaid, in extent about 3 roods, with the buildings thereon.

For further particulars, please apply to P. D. F. de Croos, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me—

Negombo, June 16, 1928.

K. H. PERERA,
Licensed Auctioneer.

Auction Sale.

Properties at Akaragama in the District of Negombo.

UNDER decree in case No. 2,224, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Lena Weerappa Chetty by his attorney S. P. Meenachi Sunderam Pille of Negombo, against the defendants (1) Dorawakage Viththo, (2) Muthugalpedige Suwa, and (3) Ranthetipedige Sawara, all of Akaragama, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,070, with interest on Rs. 1,800 at 25 per cent. per annum from January 27, 1928, till March 5, 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. 25,768 dated April 26, 1926, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Tuesday, July 17, 1928, to wit:—

At 3 p.m.

1. The several contiguous portions of land called Thelatiawellalanda and Kongahawatta *alias* Maragahawatta appearing in plan No. 7,398 dated April 23, 1926, made by Mr. Peter de Almeida, Surveyor, situate at Akaragama in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent 4 acres and 2 roods, with the buildings standing thereon.

At 3.30 p.m.

2. The several contiguous portions of land, now called Meegahawatta, appearing in plan No. 7,399 dated April 23, 1926, made by the Surveyor aforesaid, situate at Akaragama aforesaid; containing in extent according to the

aforesaid plan 3 roods and 25 perches, with the buildings standing thereon.

At 4 p.m.

3. An undivided $\frac{4}{6}$ share of the high and low land called Ambalamekumbura *alias* Dangahakumbura, situate at Akaragama aforesaid; containing in extent about 2 bushels of paddy sowing ground.

At 4.30 p.m.

4. An undivided $\frac{1}{20}$ share of the field called Moona-malgahakumbura, situate at Akaragama aforesaid; containing in extent about 3 parrahs of paddy sowing ground.

Further particulars from M. A. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 12, 1928.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Properties at Akaragama in the District of Negombo.

UNDER decree in case No. 2,225, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Lena Weerappa Chetty by his attorney S. P. Meenachi Sunderam Pille of Negombo, against the defendants (1) Dorawakage Viththo and her husband (2) Muthugalpedige Suwa, both of Akaragama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged as secondary mortgage by bond No. 27,102 dated February 28, 1927, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Tuesday, July 17, 1928, to wit—

At 3.15 p.m.

1. The land now called Thelatiawellalanda and Kongahawatta *alias* Maragahawatta appearing in plan No. 7,398 dated April 23, 1926, made by Mr. Peter de Almeida, Surveyor, situate at Akaragama in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 4 acres and 2 roods, with the buildings thereon.

At 3.45 p.m.

2. The land formed of several contiguous lots, now called Meegahawatta, appearing in plan No. 7,399 dated April 23, 1926, made by Mr. Peter de Almeida, Surveyor, situate at Akaragama aforesaid; containing in extent 3 roods and 25 perches, with the buildings standing thereon.

At 4.15 p.m.

3. An undivided $\frac{4}{6}$ share of the high and low land called Ambelemekumbura *alias* Dangahakumbura, situate at Akaragama aforesaid; containing in extent about 2 bushels of paddy sowing ground.

At 4.45 p.m.

4. An undivided $\frac{1}{20}$ share of the field called Moona-malgahakumbura, situate at Akaragama aforesaid; containing in extent about 3 parrahs of paddy sowing ground.

Further particulars from M. A. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 12, 1928.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Properties at Webodamulla and Kaleliya in the District of Negombo.

41 B/107
 UNDER decree in case No. 1,167, D. C., Negombo, entered in favour of the plaintiff Ana Nana Seena Thana Rawanna Mana Sidamaram Chetty of Negombo, against the defendants (1) Mohamadu Lebbe Segu Ali of Thihariya, presently of Giriulla, and (2) Ana Abbasu Lebbe, Police Headman of Kaleliya, in Mirigama, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,000, with interest thereon at 18 per cent. per annum from October 6, 1927, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 2,546 dated June 3, 1925, and attested by Peter F. de Croos, Notary, by public auction at the respective spots on Wednesday, July 18, 1928, to wit:—

At 3 P.M.

1. The field called Keenagahakumbura, situate at Webodamulla in Kaleliya in Yatigaha pattu of Hapitigam korale, in the District of Negombo, Western Province; containing in extent about 6 kurunies of paddy sowing ground.

At 3.15 P.M.

2. An undivided $\frac{3}{4}$ share from and out of the portion of land called Batadombagahawatta, situate at Kaleliya in Yatigaha pattu aforesaid; which said portion is in extent 4 acres, with the buildings standing thereon.

At 3.30 P.M.

3. A portion of the field called Keenagahakumbura, situate at Kaleliya aforesaid; containing in extent about 1 bushel of paddy sowing ground.

At 3.45 P.M.

4. An undivided $\frac{1}{4}$ share from and out of the land called Batadombagahawatta, situate at Kaleliya aforesaid; which said land is in extent about 2 bushels of paddy sowing ground with the buildings standing thereon.

Further particulars from P. D. F. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 12, 1928.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale under Mortgage Decree.

14 B/57
 UNDER and by virtue of the decree entered in case No. 24,518, D. C., Galle, in favour of A. K. A. Alagappa Chettyar and Shuna Pana Odayappa Chettyar against Abdul Rahiman Abdul Caffoor of Gintota, I shall sell by public auction at the spot on July 14, 1928, at 2.30 P.M. the following property:—

All the trees and entire soil of the defined portion from lot No. 6 of Ampitiyewatta, together with the tiled house of thirteen cubits standing on the said portion, in extent 1 rood and 3.33 perches, situated at Gintota Welepitimodera, within the Four Gravets of Galle.

Galle, June 14, 1928.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale under Mortgage Decree No. 25,126

In the District Court of Galle.

3 B/107
 BY virtue of the commission issued to me in the above case, I shall sell by public auction the following property on Saturday, July 7, 1928, commencing from

2 P.M. at the first named land called Tikammalagewatta at Bope to recover Rs. 5,021.58, interest, and costs of suit, due to the plaintiff in the above case:—

1. All that garden called Tikammalagewatta, situate at Bope (near Richmond College, Galle; containing in extent 2 roods and 6.26 perches, together with the buildings standing thereon, bearing Municipal assessment No. 264.

2. All that undivided $\frac{1}{4}$ part of the soil and trees of the land called Aratchigewatta alias Magodawatta at ditto; containing in extent about 10 kurunies paddy sowing.

3. All that undivided $\frac{5}{6}$ part of the soil and trees of the land called Dawatagahadeniya at ditto; containing in extent about 10 kurunies paddy sowing.

4. All the soil and trees of the defined eastern portion of the land called Kohuwalakumbura at ditto; containing in extent about 1 kurunie and 2 $\frac{1}{2}$ bellies paddy sowing.

5. All the soil and trees of the land called Weligodellewatta at ditto; containing in extent about 3 roods.

6. All that undivided $\frac{1}{4}$ part or share of the soil and trees of the land called Ipitawatta at ditto; containing in extent 3 roods and 6 perches.

7. All the soil and trees of the field called Serasinghego Mahaliadda and adjoining owita, which form one property, f about 1 amunam paddy sowing in extent at ditto.

8. All that undivided $\frac{6}{10}$ part of the soil and trees of the land called Uswatta at ditto; containing in extent about 2 roods.

For further particulars, please apply to G. T. E. de Silva, Esq., Proctor and Notary, Galle or to—

Galle, June 9, 1928.

D. G. RATNAPALA,
Auctioneer.

Auction Sale.

In the District Court of Jaffna.

Arunasalam Kandiah of Vannarponnai East, administrator of the estate of the late Alagammah, wife of Kandiah Canagaratnam, of Chandiruppy Plaintiff.

No. 23,315.

Vs.

(1) Sinnatamby Ramalingam of Vannarponnai East, and (2) Ampalavanar Vairamuttu of Vannarponnai East Defendants.

NOTICE is hereby given that on Friday, July 13, 1928, commencing at 9 A.M. will be sold by public auction at the premises the right, title, and interest of the defendants for the recovery of Rs. 1,702.62, with further interest on Rs. 1,500 at the rate of 3 per cent. per annum from January 24, 1928, and costs, and pounage, viz. 1928.

A piece of land situated at Vannarponnai East, called Sudalaiipiddy, Mavady, Kampanpulam, Panaddankadu, and other parcels; containing in extent 7 lachams varagu culture, with shed and share of well standing in the northern boundary land, together with the right of using the way and water-course, and cultivated plants; and bounded on the east by the properties belonging to Nagaratnam, wife of Sandirasagarar, and Thillipillai, wife of Kandiah, and others; on the north by the property belonging to Viethilingam Ponniah, on the south by the property belonging to Wesleyan Mission, and on the west by bye-lane.

Jaffna, June 19, 1928.

V. A. DURAYAPPAN,
Commissioner.

Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Jurisdiction. Subramaniam Mailvaganam of Uduppiddy, deceased.

Kasippillai, widow of Mailvaganam, of Uduppiddy Administratrix.

Vs.

- (1) Mailvaganam Arumugam *alias* Sinaathurai, (2) Thangamma, daughter of Mailvaganam, (3) Mailvaganam Sabapathippillai, (4) Harupathippillai, daughter of Mailvaganam, all of Uduppiddy; the 3rd and 4th respondents are minors by their guardian *ad litem*, the above-named 1st respondent.

IN the terms of the commission dated May 28, 1927, issued by the District Court of Jaffna, the following properties will be sold by public auction at the respective spots on Saturday, July 14, 1928, at 8 A.M. :—

1. A divided extent of 8 lachams varagu culture on the north, out of the land situated at Thanakkarakkurichchy in Uduppiddy parish, Vadamarachy division of the Jaffna District, Northern Province, called Saththiranthai; containing in extent $7\frac{1}{2}$ lachams varagu culture and Saththiranthai in extent $2\frac{1}{2}$ lachams varagu culture, together with coconut trees, young palmyras, and share of well, situated on the southern land and the right of way, and water-course; bounded on the east by lane, on the north by property of Chellamma, wife of Namasivayam, on the west by property of Subramaniam Ponniah, and on the south by the second named land hereinafter mentioned.

2. A divided extent of 12 lachams varagu culture and $7\frac{1}{2}$ kulies, out of the land situated at Thanakkarakkurichchy as aforesaid, called Kinattollai, in extent 4 lachams varagu culture, Kinattollai house, one Kinattollai $11\frac{1}{2}$ lachams varagu culture, Kinattollaivadakku Kinattollai in extent $4\frac{1}{2}$ lachams varagu culture, together with palmyra trees, hut, house, and a $\frac{1}{2}$ share of the $\frac{2}{3}$ share of the well; and bounded on the east by the property of Supramaniam Ponniah, on the north by the property of Alvey, wife of Vally, and others, on the west by the property of Ramu Kandavanam, and on the south by the property of Valliammai, widow of Arunasalam, and bye-lane. Of this the undivided $\frac{1}{2}$ share now remaining unsold.

Fiscal's Office,
Jaffna, June 19, 1928.

J. P. KANTHYAH,
for Fiscal.
Commissioner.

Auction Sale.

In the District Court of Kurunegala.

Ginibimillage Dingiri Banda of Katugampola Plaintiff.

No. 12,707.

Vs.

- (1) Herat Mudiyansele Ango Nona, (2) ditto Alice Nona, (3) ditto Menchohamy by their guardian *ad litem* the 1st defendant, all of Bombugammangagedera in Mairawathi korale Defendants.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property hereinafter below declared

bound and executable under the said decree on Saturday, July 14, 1928, at 2.30 P.M. at the spot :—

An undivided $\frac{1}{2}$ share of the land called Bogahamulawatta, situated at Bombugammangagedera in Mairawathi korale; containing in extent about 1 parah kurakkan sowing.

Belle Vue,
Kurunegala, June 18, 1928.

MAURICE FERNANDO,
Auctioneer and Broker.

Auction Sale.

UNDER and by virtue of the commission issued to me in testamentary case No. 1,230 of the District Court of Kegalla, I shall sell by public auction on Wednesday, July 21, 1928, commencing at 4.30 P.M. at the spot :—

Buddenipolahena *alias* Netikozakamulahena of 3 acres 2 roods and 14 perches in extent, situated at Pihihuma (within the Local Board limits of Kegalla) in Mawata pattu of Pararasuwa korale, Kegalla District; bounded on the north-west by Delgahamulahena *alias* Buddenipolahena, east by Crown forest, south by land claimed by W. A. Perera, L. E. Markus, and cart road, and west by the land called Kongahamulahena *alias* Kehelkotuwa.

Kegalla, June 18, 1928.

D. S. WICKRAMASINGHE,
Licensed Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in D. C., Kegalla, case No. 8,139, and commission issued to me, I shall sell by public auction the following properties specially bound and executable for the recovery of the amount therein stated on Saturday, July 14, 1928. The sale will commence with the first land at 9 A.M. and will be continued in order as the lands are numbered :—

1. An undivided 3 pelas paddy sowing out of the field called Arabbodakumbura of an unamunam paddy sowing extent, situated at Gataberwa in Tumpala pattu of Paranakuru korale, Kegalla District.

2. All those lands called Ambalamkumbura and Ambalamkumburawatta *alias* Hitinawatta forming one property of 2 acres 1 rood and 3 perches in extent on either side of the road, together with the buildings and plantations (excluding therefrom the road and a portion 50 feet in length and 50 feet in breadth with the house standing on the said portion), situated at Dippitiya in the aforesaid pattu.

3. An undivided $\frac{1}{2}$ share of Nagahakotuwelena, now garden, of 1 amunam paddy sowing extent, situated at Galbokka in aforesaid pattu.

4. An undivided $\frac{1}{2}$ share of the soil, plantations, and buildings on the land called Kendagahawalahena, Yakumbullepillewa, Kendagahawalahena, Yakumbullepillewa, and Wedeniyahena adjoining one another and forming one property of 6 acres 1 rood and 20 perches in extent, situated at Ruhala in aforesaid pattu.

5. An undivided $\frac{41}{48}$ share of Millagahatennehena of 5 acres 3 roods and 23 perches (excluding therefrom an undivided 3 acres), situated at Debatgama Palbage in the aforesaid pattu.

6. An undivided $\frac{8}{12}$ share of Meragalpedigeiriya-gollehena of 6 acres and 30 perches in extent, situated at Debatgama Palbage in aforesaid pattu.

7. All that land called Millagahatennehena of 2 acres 2 roods and 2 perches in extent, situated at Debatgama Palbage in aforesaid pattu.

Kegalla, June 18, 1928.

D. S. WICKRAMASINGHE,
Licensed Auctioneer.

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 31, 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.
February 5	2,016/17	Mr. Alfred Brown	ss. Mooltan	2 chairs
February 5	2,024	Lt.-Comdr. R. F. Bosanquet	do.	1 chair
February 15	2,568	Mr. F. O. Benket	ss. Pres. Wilson	1 frame
February 21	2,876	Mrs. Stockdale	ss. Gloucestershire	1 chair
February 26	3,143	Mr. Price	ss. Oronsay	1 phial Eau de Cologne
February 28	3,303	Mrs. Parry	ss. Hobsons Bay	1 parcel

H. M. Customs,
Colombo, June 19, 1928.

A. N. STRONG,
for Principal Collector.

Lease of Building Lots.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders up to 1 P.M., on Monday, September 3, 1928, for the lease of the following three building lots reclaimed from the Beira Lake, Colombo, shown and delineated in preliminary plans Nos. 17,502 and 18,339, viz. :—

Preliminary Plan.	Lot.	Extent. A. R. P.	Boundaries.
17,502	4	1 0 25·08	North by pavement along McCallum road, south by road reservation along lake, east by road reservation, and west by road reservation
17,502	5	0 2 34·99	North by pavement along McCallum road, south by road reservation along lake, east by road reservation along canal, and west by road reservation
18,339	4	1 0 21·37	North by pavement along McCallum road, south by reservation for the lake, east by lot 5 in preliminary plan 18,339, and west by road reservation

for a period of 99 years commencing from a date to be specified in the lease to be signed upon acceptance of the tender.

2. A separate tender shall be made in respect of each of the said lots hereinbefore referred to, and the tender shall state therein—

- The purpose or purposes for which he proposes to use the said lots.
- The nature and class of the building which he proposes to erect thereon and the amount he is prepared to expend in erecting the buildings.
- The annual rent which he is prepared to pay for the lease of the said lot. There shall be annexed to every such tender a rough sketch of the lot showing the disposition of the buildings it is proposed to erect thereon, and a plan and specification of such buildings.

3. The person whose tender is accepted shall, within 14 days of the acceptance of his tender, pay and deposit to and with the Government Agent of the Western Province in cash a sum equivalent to ten per centum of the rent of such lot for one year.

4. Upon failure to make the said deposit the offer to lease the said premises shall be deemed to be cancelled and Government shall be at liberty to sell, lease, or dispose of the said land as if no tender had been made or accepted.

5. The person whose tender is accepted shall, within one month of the acceptance of the tender, enter into and execute a lease as nearly as possible in the form hereunto annexed subject to such modifications as may be agreed upon, and on his failure, neglect, or refusal to enter into and execute such lease the amount of the deposit hereinbefore referred to shall be forfeited to His Majesty.

6. Government reserves to itself full power to reject all or any of the tenders which may be made in pursuance of this notice, and to accept any tender or tenders, whether such tender or tenders be made by the highest bidder or not.

The Kacheheri,
Colombo, June 19, 1928.

R. N. THAINE,
Government Agent.

Lakeside Blocks.

This Indenture made the _____ day of _____ One thousand Nine hundred and Twenty _____, between His Excellency _____, Governor of Ceylon (hereinafter referred to as the lessor, which expression shall include his successors in office for the time being as Governor of Ceylon) acting herein for and on behalf of His Majesty King George the Fifth, His heirs and Successors, of the one part, and _____ of _____ (hereinafter referred to as the lessee, which expression shall, where the context so requires or admits, mean and include _____) of the other part.

Witnesseth as follows :—

1. In consideration of the expense to be incurred by the lessee in the erection of the buildings hereinafter mentioned and of the rents and lessee's covenants hereinafter reserved and contained the lessor doth hereby demise unto the lessee all that allotment of reclaimed land situated in _____ within the Municipal limits of Colombo, in the District of Colombo, Western Province; bounded on the north _____, south _____, east _____, west _____; containing in extent _____, according to Lease plan bearing No. _____ dated the _____ day of _____, authenticated by _____, Surveyor-General, hereto annexed, to hold to the lessee from the _____ day of _____, 192____, for the term of Ninety-nine years yielding and paying therefor in advance on the _____ day of _____ in each year, a yearly rental of _____ free from all deductions, to the Government Agent of the Western Province, at the Colombo Kacheheri.

2. The lessee for himself and his permitted assigns and to the intent that the obligations may continue throughout, the term hereby created covenants with the lessor, as follows:—

(1) To pay the reserved rent on the days and in the manner aforesaid.

(2) To bear, pay, and discharge all existing and future rates and assessments, assessed, charged, or imposed, or which may hereafter be assessed, charged, or imposed upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.

(3) At his own cost to erect upon the premises hereby demised in a substantial and workmanlike manner with the best material of their several kinds and in accordance with the specifications, plans, elevations, sections, and drawings to be approved and signed by the Director of Public Works for the time being for and on behalf of the lessor and under the inspection and to the satisfaction of the said Director of Public Works a building ——— with all the necessary water closets, lavatories, sewers, and drains. And to complete the same in all respects fit for immediate occupation by the ——— day of ———, 192— (unless prevented by accident or unavoidable causes, and in such case as soon after such date as is practicable). And to expend upon such works the sum of Rupees ——— at the least in the cost price of materials, and labour, such expenditure if required to be verified to the satisfaction of the said Director of Public Works by the production of proper vouchers.

(4) To execute the works hereinbefore covenanted to be executed in accordance with any Ordinance applicable thereto and with the by-laws, rules, and regulations of the local authorities, and to pay all fees and charges properly payable to such authorities in relation to the said works.

(5) To keep the exterior and interior of the buildings so to be erected as aforesaid, and all other buildings and erections which may at any time during the said term be erected on the land hereby demised, and all additions to such buildings and the fixtures therein, and the drains and appurtenances thereof in good and substantial repair and condition.

(6) Not to cut or damage any of the principal walls or timbers of the buildings for the time being on the demised premises, nor to make any alteration in the external elevation or architectural design thereof without first obtaining the consent in writing of the lessor.

(7) To permit the lessor and his agents at all reasonable times, both during the erection of the buildings and after to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.

(8) To forthwith insure and keep insured in the joint name of the lessor and the lessee all buildings, erections, and fixtures of an insurable nature from time to time erected or standing upon or affixed to the demised land against loss or damage by fire in some insurance office, to be approved in writing by the lessor, to the full value thereof as determined from time to time by the said Director of Public Works for the time being, and to pay all premiums necessary for that purpose as the same shall become due, and whenever required so to do to produce to the Government Agent for the time being of the Western Province, the policy or policies of insurance and the receipt of the current year's premium or premiums. And in case of fire forthwith out of the moneys received by virtue of any insurance and out of his own private moneys, if necessary, to rebuild, repair, or otherwise reinstate in a good and substantial manner under the direction and to the satisfaction of the Director of Public Works for the time being any premises destroyed or damaged. And that if the lessee shall at any time fail to insure or keep insured the said premises or to produce the receipt for any premium upon request, the lessor may do all things necessary to effect or maintain such insurance and all moneys expended by him for such purpose shall be repaid by the lessee on demand.

(9) Not to cause, permit, or suffer upon the demised premises anything which may be or become a nuisance or annoyance or may cause damage to the lessor or the occupiers of neighbouring houses.

(10) Nor to assign his lease or create or transfer any interest therein nor mortgage his interest in this lease or create any charge in or over the said interests without the consent of the lessor first had and obtained in writing: Provided that such consent shall not be unreasonably withheld.

(11) At the expiration or sooner determination of the said term the lessee shall deliver up the said leased premises and all buildings, fixtures, and additions thereto in good condition, and in all respects in such state and condition as shall be consistent with the due performance of the agreements and stipulations herein contained, but shall not be entitled to receive any compensation from the Crown in respect of any buildings erected by him or in respect of any other alleged improvements effected by him or in respect of any alleged expenses incurred by him or on any account whatsoever.

3. The lessor hereby covenants with the lessee as follows:—

That the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under him.

4. Provided always and it is hereby expressly agreed between the lessor and the lessee that if any rent hereby reserved shall remain unpaid and in arrear for the space of more than one month after the time hereby appointed for payment thereof, whether the same shall have been lawfully demanded or not, or if any breach shall be committed by the lessee and his aforewritten of any of the covenants herein on the lessee's part contained, or if the lessee and his aforewritten shall become bankrupt or compound with his creditors, or if the said land or the interests of the lessee and his aforewritten be sold in execution of a decree against him and his aforewritten, then, and in any of the said cases this demise and the privileges hereby reserved, together with these presents, shall forthwith cease and determine; and the lessor, his agent or agents may thereupon enter into and upon the said land and premises or any part thereof in the name of the whole, and the same have, re-possess, and enjoy as of his former estate, and the said land and premises shall forthwith revert to the Crown, without any claim on the part of the lessee and his aforewritten against the lessor for compensation on account of any improvements or otherwise howsoever.

Sale of Timber.

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

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

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

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

4. No timber will be removed before payment of the full bid, and all timber must be removed within ten days of notification of acceptance by the Conservator of Forests of such bid,

and will be the risk of the purchaser until removed. Logs not so removed will revert to the Crown.

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

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

7. Any further particulars can be obtained from the Divisional Forest Officer, North-Central Division, Anuradhapura.

Particulars of Timber &c.,

At the Anuradhapura Railway Station Depôt at 9 A.M. on July 13, 1928:—

30 ebony logs.	=	143 cubic feet.
18 satin logs	=	153 cubic feet.
7 milla logs	=	63 cubic feet.
1 tamarind log	=	13 cubic feet.
18 palu logs	=	154 cubic feet.
1 ranai log	=	9 cubic feet.
2 godakirilla logs	=	51 cubic feet.
1 helamba log	=	39 cubic feet.
1 ketakala log	=	18 cubic feet.
24 satin logs	=	151 cubic feet.
55 palu logs	=	509 cubic feet.
13 huri logs	=	141 cubic feet.
1 hik log	=	21 cubic feet.
9 panakka	=	52 cubic feet.
1 helamba log	=	20 cubic feet.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 19, 1928.

Sale of Timber.

WRITTEN offers are invited for the purchase of the under-mentioned logs of jak, del, milla, &c., lying extracted in the Welikanda Reforestation Area adjoining the Rambukkana-Gangekumbura cart road, at Walalodde, in the Kegalla Range of the Sabaragamuwa division, and which is about 2 miles from the Rambukkana Railway Station.

- All offers should be in duplicate and sealed under one cover and should be addressed to the Conservator of Forests, Kandy.
- Offers should either be deposited in the tender box in the Office of the Conservator of Forests, or be sent through post.
- Offers should be marked "Offers for the Purchase of Timber, Sabaragamuwa Division," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests not later than midday on July 10, 1928.
- The offers are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Ratnapura. No offer will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the offer may be rejected as informal and rejected.
- Offers should be made both in words and figures.
- Tenderers shall remit twenty-five per cent. of the offer with their offers. Money orders or cheques for the amount should be drawn in favour of the Divisional Forest Officer, Ratnapura. This sum will be returned if the offers are rejected. The purchaser will be given credit for the amount in the final payment for the timber.
- The measurements as recorded by the Range Forest Officer, Kegalla, must be accepted but prior to tendering, any intending purchaser is at liberty to inspect the timber and check amounts.
- All timber sold must be removed within two months of the receipt of notification that the offer has been accepted, and the timber will be at the risk of the purchaser until the time of removal at the various places where they are lying.
- Should the purchaser fail to pay the balance purchase amount within 14 days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests, or to remove the timber within the time specified in clause above the lot will be resold at the risk of the original purchaser, who shall be held liable for any deficiency owing to a lower price being realized at the resale, but on the other hand, if any enhanced price is realized, he shall have no claim to the profit which shall accrue thereby to Government.
- The Conservator of Forests reserves to himself the right without question of rejecting any or all offers and of accepting any offer.

TIMBER REFERRED TO.

	Cubic Feet.
146 del logs	2,218
69 milla logs	407
57 jak logs	714
3 hurimara logs	72
2 bulu logs	65
1 galweralu log	18
1 dawata log	15
1 bat-hik log	24
1 dambu log	28

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 18, 1928.

Sale of Timber.

OFFERS are invited for the purchase of the logs mentioned in the annexed schedule.

- Offers should be in duplicate and sealed under one cover, and should be addressed to the Conservator of Forests, Kandy.
- Offers should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent through the post.
- Offers should be marked "Offer for the Purchase of Timber at Matale Depôt" in the left hand top corner of the envelope and should reach the Conservator of Forests, Kandy, not later than midday on Tuesday, July 17, 1928.
- Offers to be made upon forms which will be supplied upon application at the Divisional Forest Office, Nuwara Eliya. No offer will be considered unless it is on the recognized form. Alterations must be initialled otherwise the offer may be treated as informal and rejected.
- A deposit of Rs. 20 will be required to be made either at the Treasury or Kacheri, and a receipt produced for the same before any form of tender is issued.
- Depôt measurements of logs must be accepted, but intending buyers should satisfy themselves by inspection before making their offers as to the condition of logs which will be pointed out on application by the local Forest Ranger.

Persons whose offers are accepted will be required to pay the full purchase amount within ten days of date of notification of acceptance by the Conservator of Forests of such offers before any form of removal permit can be issued, and all timber sold must be removed from the depôt within two months of date of such removal permit.

After payment of the full purchase amount the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements in clause 8 of this notice, the sum of Rs. 20 deposited will be forfeited to the Crown. Unsuccessful persons will be entitled to a refund of the amount deposited by them on application to the Divisional Forest Officer concerned.

Intending buyers should quote the offers per cubic foot of timber, both in words and in figures, separate offers being made for each species of timber.

No offer will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right without question of rejecting any or all offers and of accepting any portion of an offer.

Further particulars, if any, can be obtained from the office referred to in clause 5.

SCHEDULE.

To purchase the under-mentioned logs lying in the Forest Department Depôt near Matale Railway Station.

Class I.						
No. of Logs.	Species.	Length.		Girth.		Cubic Contents in Feet.
		Ft. in.	Ft. in.	Ft. in.	Ft. in.	
47	Satinwood	12 0	to 18 9	5 0	to 6 2	1,269
3	Palu	15 6	to 18 1	5 1	to 6 5	97
Class II.						
112	Satinwood	12 4	to 28 8	4 0	to 4 11	2,450
3	Palu	13 5	to 17 0	4 4	to 4 8	62
						3,878

Office of the Conservator of Forests,
Kandy, June 16, 1928.

J. D. SARGENT,
Conservator of Forests

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, July 21, 1928, at 10 A.M., subject to the following conditions:—

- The timber will put up in lots to suit buyers at a rate per lot, and no advance of less than Re.1 per lot will be accepted.
- The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
- Payment of 2 per cent. of the successful bid to be made at time of sale, if so required.

4. Buyers will be allowed to have the logs weighed at the depôt premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depôt weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Tons.	cwt.	qr.	lb.
Central	25	7	6	2	7
North-Central	75	4	17	3	7
Total	100	12	4	1	14

LIST OF EBONY LOGS REFERRED TO.

Central Division.

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Weight. Tons.	cwt.	qr.	lb.	Remarks.
61..	1191	17 2..	2 1..	0 3	2 7..			Black
59..	1192	18 3..	3 3..	0 10	1 0..			do.
36..	1193	12 9..	3 1..	0 5	1 0..			do.
13..	1194	13 2..	3 3..	0 6	2 14..			do.
26..	1195	13 0..	3 2..	0 6	2 0..			do.
50..	1196	13 2..	2 8..	0 3	3 0..			Marked
14..	1197	15 0..	3 1..	0 7	3 0..			Black
17..	1198	15 3..	3 0..	0 6	2 0..			do.
10..	1199	21 2..	2 6..	0 6	0 0..			Slightly marked
64..	1200	22 0..	2 10..	0 9	3 0..			do.
46..	1201	12 7..	2 1..	0 2	3 0..			Black
34..	1202	12 6..	4 4..	0 11	2 0..			Marked
12..	1203	18 10..	2 4..	0 5	0 0..			Black
45..	1204	12 6..	2 6..	0 4	1 0..			do.
69..	1205	18 2..	2 8..	0 5	2 7..			Marked
41..	1206	12 10..	2 10..	0 4	1 7..			Slightly marked
57..	1207	12 9..	2 9..	0 4	1 14..			Black
22..	1208	13 0..	1 10..	0 2	1 0..			do.
15..	1209	15 10..	2 9..	0 6	1 0..			do.
32..	1210	12 9..	2 1..	0 2	2 14..			Slightly marked
42..	1211	12 9..	2 5..	0 3	1 0..			Black
37..	1212	12 9..	2 6..	0 4	0 0..			do.
24..	1213	15 7..	3 1..	0 4	1 0..			do.
25..	1214	13 0..	3 8..	0 7	1 0..			do.
33..	1215	12 8..	4 11..	0 13	0 0..			do.

North-Central Division.

178..	1376	10 6..	2 8..	0 2	2 14..			Black
93..	1377	11 0..	2 8..	0 4	0 0..			do.
75..	1378	7 6..	4 0..	0 4	0 14..			do.
118..	1379	8 0..	3 2..	0 2	0 14..			do.
130..	1380	11 0..	1 6..	0 0	3 7..			do.
122..	1381	12 0..	1 1..	0 0	3 0..			do.
126..	1382	9 5..	1 10..	0 1	0 21..			do.
162..		6 2..	1 3..	0 0	1 21..			do.
133..		9 0..	2 7..	0 0	3 0..			do.
182..	1383	6 0..	2 10..	0 0	2 7..			do.
236..		6 4..	1 4..	0 0	1 0..			do.
226..		8 4..	1 3..	0 0	1 0..			do.
86..	13844	8 5..	2 4..	0 2	0 7..			do.

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Weight. Tons.	cwt.	qr.	lb.	Remarks.
67..	1385	9 10..	2 4..	0 2	3 7..			Black
90..	1386	11 0..	2 3..	0 2	2 7..			do.
167..	1387	7 9..	2 1..	0 1	2 14..			do.
116..	1388	10 5..	1 8..	0 1	3 14..			do.
143		7 8..	3 1..	0 1	3 14..			do.
194		9 9..	2 0..	0 1	0 14..			do.
78	1389	12 7..	0 10..	0 0	1 14..			do.
110		6 6..	1 8..	0 0	1 21..			do.
175		4 6..	1 9..	0 0	2 0..			do.
158..	1390	13 2..	2 8..	0 2	2 0..			do.
102..	1391	15 2..	1 10..	0 2	0 7..			do.
83..	1392	12 4..	1 6..	0 1	1 7..			do.
12		11 8..	1 3..	0 0	3 7..			do.
215		5 0..	1 6..	0 0	2 7..			do.
231	1393	8 5..	1 0..	0 0	1 21..			do.
230		8 2..	1 2..	0 0	1 7..			do.
19		6 2..	1 4..	0 0	3 0..			do.
45..	1394	12 3..	1 7..	0 1	1 7..			do.
104..	1395	12 1..	1 8..	0 1	3 21..			do.
8..	1396	7 10..	2 2..	0 1	2 7..			do.
48..	1397	6 0..	2 3..	0 1	1 21..			do.
33..	1398	8 0..	1 10..	0 1	2 0..			do.
11..	1399	11 6..	2 3..	0 2	1 14..			do.
1..	1400	10 8..	1 5..	0 0	3 14..			do.
89..	1401	9 10..	1 6..	0 1	1 0..			do.
166..	1402	13 8..	2 4..	0 3	0 0..			do.
159..	1403	11 6..	2 3..	0 2	2 7..			do.
190..	1404	13 0..	3 3..	0 6	0 14..			do.
10..	1405	10 0..	3 7..	0 5	0 14..			do.
2..	1406	13 5..	2 10..	0 5	0 7..			do.
4..	1407	14 2..	2 2..	0 3	3 7..			do.
60		12 9..	0 9..	0 0	2 7..			do.
50		8 9..	1 0..	0 0	1 7..			do.
58	1408	7 9..	1 0..	0 0	1 0..			do.
239		5 0..	1 0..	0 0	1 0..			do.
234		6 0..	0 11..	0 0	1 0..			do.
205		5 10..	1 6..	0 0	3 7..			do.
107		8 0..	1 0..	0 0	2 0..			do.
117	1409	8 9..	1 8..	0 0	2 7..			do.
155		7 3..	1 3..	0 0	2 0..			do.
152		6 6..	1 10..	0 0	2 7..			do.
157		5 3..	1 2..	0 0	1 7..			do.
82		6 1..	1 0..	0 0	1 7..			do.
229	1410	8 7..	1 4..	0 0	2 14..			do.
235		4 2..	0 6..	0 0	0 14..			do.
31		8 0..	2 3..	0 0	3 0..			do.
49		10 3..	1 3..	0 0	2 14..			do.
35		8 0..	1 3..	0 0	2 7..			do.
241	1411	11 8..	0 10..	0 0	1 21..			do.
57		7 10..	1 1..	0 0	1 7..			do.
227		7 9..	1 5..	0 0	2 0..			do.
216		8 11..	1 10..	0 0	3 14..			do.
202		5 5..	1 3..	0 0	1 7..			do.
54	1412	11 10..	1 0..	0 0	3 0..			do.
200		10 10..	1 2..	0 0	2 7..			do.
43		8 3..	1 1..	0 0	2 7..			do.
112		8 9..	1 2..	0 0	2 14..			do.
50		11 0..	1 3..	0 1	0 0..			do.
223	1413	13 10..	1 4..	0 1	0 0..			do.
47		12 4..	1 0..	0 0	2 14..			do.
116		13 3..	1 3..	0 0	3 14..			do.
32..	1414	10 6..	1 8..	0 1	2 7..			do.
Total	100			12	4	1	14	

J. D. SARGENT.
Conservator of Forests.

Office of the Conservator of Forests.
Kandy, June 19, 1928.

Auction Sale of Timber at Batticaloa.

THE under-mentioned timber consisting of good sound logs at the Batticaloa Bar Depôt in Eastern Division (South), Batticaloa, will be sold by public auction by the Divisional Forest Officer, Eastern Division (South), Batticaloa, on Tuesday, July 3, 1928, at 2 p.m., at the Divisional Forest Office, Batticaloa, subject to the following conditions:—

1. The highest bid will be accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the register of sale in admission of such purchase and deposit the necessary amount.

2. Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within fourteen days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

3. The measurements as recorded by the Divisional Forest Officer, Eastern Division (South), must be accepted, but prior to date of auction any intending purchaser is at liberty to inspect the timber, &c., and check the measurements.

4. All timbers sold must be removed within six weeks of the receipt of notification that the bid has been accepted or within such time as the Divisional Forest Officer considers necessary. Any timber not removed by the purchaser within the time specified in the removal permit will revert to the Crown, and the purchaser will have no right whatever to the material. The timber will be at the risk of the purchaser until the time of removal at the various places where they are lying.

5. Should the person whose bid has been accepted fail to pay the balance purchase amount within fourteen days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests or to remove the timber within the time specified in clause 4 above, the lot will be resold at the risk of the original purchaser, who shall be held liable for any deficiency owing to a lower price being realized at the resale, but, on the other hand, if an enhanced price is realized he shall have no claim to the profit which shall accrue thereby to Government.

6. The list of timber can be seen at the Divisional Forest Office, Batticaloa, on any working day between the hours of 9.30 A.M. and 4.30 P.M.

7. Application should be made at the Divisional Forest Office, Batticaloa, for any further information.

Note.—If small purchasers desire any portion or portions of timber to be sold as separate lots, they should give sufficient notice in writing of their intentions to the Divisional Forest Officer, who will arrange to put up such timber in lots.

MAHA-OYA RANGE.

Batticaloa Bar Depot.

11 satin logs	=	432 cubic feet.
30 milla logs	=	563 cubic feet.
11 rani logs	=	208 cubic feet.
1 na log	=	19 cubic feet.
3 Halmilla logs	=	31 cubic feet.
12 teak logs	=	130 cubic feet.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 15, 1928.

Lease of Crown Land adjoining Plague Camp.

NOTICE is hereby given that the Government Agent of the Western Province will receive tenders for the purchase of the lease of the under-mentioned Crown land for a period of three years from September 1, 1928.

The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri until 1 p.m., on Tuesday, July 10, 1928, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Conditions.

1. Three months' rent shall be deposited in cash as security on the day of sale, and the rent shall be paid by the lessee in quarterly instalments in advance.

2. The purchaser is only entitled to cultivate and take the produce of the land.

3. The purchaser or his workmen shall not cut down any tree or interfere with any existing fence of boundary.

4. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.

5. The purchaser shall keep the land clean and in good order, pay all rates and taxes and comply with Municipal regulations.

6. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee, without compensation.

7. The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province, to do so.

8. If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a month's notice being given; a proportionate reduction in the rental will be made for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.

9. In the event of any breach of the foregoing conditions the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.

10. The Government Agent reserves the right to reject any tender or all tenders.

The Kachcheri,
Colombo, June 15, 1928.

R. N. THAINE,
Government Agent.

LAND REFERRED TO.

Preliminary plan 14,349.

Lot.	Situation.	Description.	Extent.
			A. R. P.
890	Kanatta	Grass land	1 0 26.75

Stirling Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, St. Clair Group, for grant in aid of the above school which is situated in the Dimbula district of the Central Province.

Observations will be received not later than July 15, 1928.

Education Office,
Colombo, June 15, 1928.

L. MACRAE,
Director of Education.

St. Anthony's Girls' English School, Mutwal.

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

Observations will be received not later than July 22, 1928.

Education Office,
Colombo, June 22, 1928.

L. MACRAE,
Director of Education.

Hantane 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 the Hantane district of the Central Province.

Observations will be received not later than July 15, 1928.

Education Office,
Colombo, June 15, 1928.

L. MACRAE,
Director of Education.

Palmgarden 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 the Ratnapura District of the Province of Sabaragamuwa.

Observations will be received not later than July 22, 1928.

Education Office,
Colombo, June 22, 1928.

L. MACRAE,
Director of Education.

Hiripokuna Vernacular Mixed School.

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

Observations will be received not later than July 22, 1928.

Education Office,
Colombo, June 22, 1928.

L. MACRAE,
Director of Education.

Agra Elbedde 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 the Dimbula district of the Central Province.

Observations will be received not later than July 22, 1928.

Education Office,
Colombo, June 22, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Mr. R. Hood Wright, the Brewery, Nuwara Eliya, has been appointed Manager of the school mentioned below, in place of Rev. J. L. Williams:—

School referred to.

Holy Trinity English School, Nuwara Eliya.

Office of the Director of Education, L. MACRAE,
Colombo, June 14, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that the registration of Bt/Nai-pattimunai Mixed Private Hindu School under the Management of Mr. N. Coomaraswamy Aiyah has been cancelled as from January 1, 1928.

Education Office,
Colombo, June 9, 1928.

L. MACRAE,
Director of Education.

Loss of Firearms.**MATALE DISTRICT.**

Number and description: Single-barrelled muzzle-loading gun No. 1,183 on the stock.

Number of licence: 1,420/A 16,423.

Name of owner: A. Heen Kaluwa of Palle aswedduma in Matale East.

Remarks: Gun reported to be lost.

The Kachcheri, M. F. DE S. JAYARATNE,
Matale, June 14, 1928. for Assistant Government Agent.

MATARA DISTRICT.

Number and description of gun: A single-barrelled muzzle-loading gun bearing No. M 236 on the stock.

Number of licence: 236/M.K.

Name of owner: Panakaduwegamage Babunhamy of Panakaduwa in Morawak korale.

Remarks: Gun said to be lost.

The Kachcheri, J. A. GUNARATNA,
Matara, June 19, 1928. for Assistant Government Agent.

BADULLA DISTRICT.

Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. 1,040B on stock.

Number of licence: 435. Y. K.

Name of owner: Pitahakumbure A. M. Punchirala of Attanagolla.

Remarks: Gun reported to be lost.

The Kachcheri, R. MONYPENNY,
Badulla, June 14, 1928. for Acting Government Agent.

RATNAPURA DISTRICT.

Description of property: One single-barrelled cap gun No. 192.

Number of licence: 89/KL.

Licensee: G. W. Temisa, Galaudakanda, Paragala.

Remarks: The gun is reported to have been lost.

The Kachcheri, J. M. DE SILVA,
Ratnapura, June 13, 1928. for Government Agent.

Interruption to Traffic on Main Roads, North-Western Province, Chilaw District.

IT is hereby notified that owing to repairs the Walaha-pitiya timber bridge on the 15th mile of the road from Toppu to Puttalam canal will be closed to vehicular traffic from June 23 to 27, 1928, both days inclusive.

W. J. THORNHILL,
Public Works Office, for Director of Public Works.
Colombo, June 19, 1928.

Interruption to Traffic on Main Roads, Southern Province, Galle District.

IT is hereby notified that owing to repairs to ferry boat, the ferry at Halpatota on the 6th mile, Dodanduwa-Baddegama road, will be closed to vehicular traffic from the 26th till June 30, 1928, both days inclusive.

Public Works Office, H. L. GROOCCOCK,
Colombo, June 18, 1928. for Director of Public Works.

Notice to Salt Traders.

NOTICE is hereby given that 20,000 cwt. of Elephant Pass salt will be available for sale from July 1 next in the Colombo District, at Rs. 3.05 per cwt. in purchaser's own bags, free on rail at Pallai.

2. The salt will be consigned by rail only to stations between Polgahawela and Colombo on the main line or to stations on the Coast and Kelani Valley Lines within the Colombo District.

3. Payment for the salt must be made in the usual way and the Treasury or Kachcheri receipt, together with the bags, forwarded to the Superintendent, Elephant Pass Saltern.

4. Not more than three truck loads (630 cwt.) will be issued to any purchaser in one day.

5. If the total of the orders received exceeds the amount released, allotments will be made as nearly as possible in proportion to the amount of the order.

6. The salt is sold on the understanding that it is intended for consumption in the Colombo District. If it is found that any trader is re-consigning salt to stations above Polgahawela, further supplies to that trader will be refused.

Office of the Salt Adviser,
Colombo, June 15, 1928.

J. S. COATES,
Salt Adviser.

Cancellation of a Building Registered for Solemnization of Marriages.

IN pursuance of the provisions of section 14 of the Ordinance No. 19 of 1907, relating to the Registration of Marriages other than the Marriages of Kandyans or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby declare that the under-mentioned building has ceased to be used for public Christian worship of the congregation on whose behalf it was registered.

No.	Date of Registration.	Description.	Situation.	Minister or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
143	June 20, 1902	St. Adolphi's Chapel	Dehigahapitiya, Palle pattu, Kuruwiti korale, Ratnapura District	Right Rev. Dr. J. Van Reeth, S.J., Bishop of Galle, Proprietor	Roman Catholic

Registrar-General's Office,
Colombo, June 15, 1928.

C. COOMARASWAMY,
Registrar-General.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessments Nos. 22, 23, and 24, situated at Welfendahl street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 13, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1928. Municipal Veterinary Surgeon

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 168, Colpetty, Colombo; bounded on the north by premises known as Caffoor Villa, east by Colpetty road, south by premises known as Villa Stambull, and west by railway line: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from May 27, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1928. Municipal Veterinary Surgeon

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 26, Borella Cross road, Colombo; bounded on the north by Borella Cross road; east by Baseline road, south and west by Third Division, Maradana: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 10, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated May 2, 1928, published in the *Government Gazette* No. 7,642 of May 11, 1928, the premises known as the Cattle Pound at the Borella Police Station, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from May 17, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 16, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, the premises bearing assessment No. 55 situated at Skinner's road south, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from April 18, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon

Rinderpest.

WHEREAS by proclamation dated May 15, 1928, published in the *Government Gazette* No. 7,643 of May 18, 1928, the premises bearing assessment No. 1, situated at Arab place, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of

section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from May 26, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 27, 1928, published in the *Government Gazette* No. 7,636 of March 30, 1928, the premises bearing assessment No. 48/49, situated at Messenger street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from April 10, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 20, 83rd lane off Castle street, Colombo: It is hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, the under-mentioned area is infected, viz:—the area is bounded on the north by Castle street; on the east by Kinde-ella; on the south by Ridgeway Golf Links, on the west by a canal.

This declaration shall take effect from June 13, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 19, 1928. Municipal Veterinary Surgeon;

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 19, Cameron place, Colpetty, Colombo: It is hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, the under-mentioned area is infected, viz:—on the north by St. Michaels road, on the east by Cameron place, on the south by Turret road, on the west by Serendib road.

This declaration shall take effect from June 13, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 20, 1928. Municipal Veterinary Surgeon.

Rinderpest.

NOTICE is hereby given that the area declared infected at Godagama in Hewagam korale of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated May 25, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,
Colombo, June 15, 1928. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out at Welikada, Lot No. 21 in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by fields, south by high road leading to Cotta, east by estate boundary of Mr. D. C. Dias and Mr. Donald Obeysekera, west by ela.

This declaration shall take effect from the date hereof.

D. E. WIJESEREPPE,
June 14, 1928. Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Wellkada, lot No. 22a in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by high road leading to Cotta, south by ela, east by high road leading to Nawala, west by ela.

This declaration shall take effect from the date hereof.

June 14, 1928.

D. E. WIJESEKERE,
Chief Headman.

Rinderpest.

NOTICE is hereby given that the area declared infected at Gikiyanakanda estate in Warakagoda division of Pasdun korale east in the Kalutara District of the Western Province, under section 5, sub-sections (1) and (2), of the "Contagious Diseases (Animals) Ordinance, 1909," and proclaimed in *Gazette* dated May 19, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from June 7, 1928.

The Kachoheri, O. S. EDERESINGHE SILVA,
Kalutara, June 11, 1928. for Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 24, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 543, situated at 3rd Division, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 1, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 22, 1928, published in the *Government Gazette* No. 7,644 of May 25, 1928, the premises bearing assessment No. 201, situated at Galle road, Wellawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, June 18, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at premises No. 57, Etal Kotte 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 dewata road leading to Mrs. B. A. C. S. Bulathsinhala's land, east by high road, west by M. H. Gomis' lands.

This declaration shall take effect from the date hereof.

June 1, 1928.

D. E. WIJESEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Millagahawatta Boralesgamuwa 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 Dehiwala, south by Millagahawatta, east by Bangiyawatta, west by high road to Ratnapura.

This declaration shall take effect from the date hereof.

June 1, 1928.

D. E. WIJESEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Delgahawatta, Maharagama 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 Batadombagahawatta, east by high road, west by Kurunduwatta.

This declaration shall take effect from the date hereof.

June 1, 1928.

D. E. WIJESEKERE,
Chief Headman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Polpitimukalana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated May 18, 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 Kachoheri,
Colombo, June 18, 1928.

R. J. PEREIRA,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kendalanda, 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 Torapitiya, south by Railway line, east by ditto, west by Kottala Village Committee road.

This declaration shall take effect from the date hereof.

June 7, 1928.

MAURICE PEREIRA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wataddara and Paramulla 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 Negombo Public Works Department road, south by Dee-elle-oya, east by tract of fields from Hiripitiya to Paramulla, west by Balawala fields.

This declaration shall take effect from the date hereof.

June 7, 1928.

MAURICE PEREIRA,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of Mr. D. C. Wijewardana, south by Frankland estate, east by Maligatenna estate, west by Jetawana estate.

This declaration shall take effect from the date hereof.

June 7, 1928.

MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at **Uruwala** 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 **Uruwal-oya**, south by fields at **Etikehelgalla**, east by village boundaries of **Buthpitiya** and **Aramangoda**, west by **Uruwal Mawata**, and village boundary of **Nedungamuwa**.

This declaration shall take effect from the date hereof.

June 12, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at **Tammita**, No. 84 in **Alutkuru korale** north of the **Negombo District** of the **Western Province**: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of **J. P. G. Senanayake**, south by **Hunumulla** village boundary, east by **District Road Committee road**, west by **Pallyapitiya** village boundary.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of **Anthony Fernando**, south by land of **Dona Thelesa Abayaratna**, east by **ela**, west by **cart road**.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at **Ambalayaya** 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 **Maha-oya**, south by **dewata path**, east by land of **Piloris Appu** and **dewata path**, west by **dewata path**.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by land belonging to the heirs of late **Mr. C. T. Austin**, south by **cart road**, east by land belonging to the heirs of late **Mr. C. T. Austin**, west by ditto.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of **Mr. John Perera** and **dewata path**, south by **high road**, east by **road**, west by **dewata path**.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by land belonging to **Warliyanu**, south by land belonging to **Pemiyanu** and others, east by land belonging to **Pepanchi Naide**, west by **cart road**.

This declaration shall take effect from the date hereof.

June 8, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at **Walpitamulla** 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, south, and east by **wire fence**, west by land belonging to **Davith Appu**.

This declaration shall take effect from the date hereof.

June 12, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of **Gomis Fernando**, south by land of **Adirian Costa** and others, east by **ela** or **water-course**, west by **cart road**.

This declaration shall take effect from the date hereof.

June 12, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wagoitwa 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 Tribunal garden, south by land of Francisco, east by land of Oshirna Samy, west by high road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 12, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Demanhandiya 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 Kandawala road, south by Demanhandiya road, east by Raulweitya road, west by Baseline road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 12, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Horampella 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 a tract of field, south by the land belonging to N. Siyadoriya, &c., east by the land belonging to R. Puhula, &c., west by the land belonging to Jema Veda of Wegouwa and others.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Unnarawa 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 the land belonging to M. Daniel Silva, south by the land belonging to D. Juliyan Silva, east by the land belonging to T. Nandoris Silva, west by Village Committee road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of Bastian Fernando, south by land of John Singho and others, east and west by land of Bastian Fernando.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kalahugoda 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 the land belonging to R. Charis Fonseka, south by the land belonging to E. Jokinu Silva, east by the land belonging to H. P. Mendis, west by Village Committee road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kalahugoda 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 the land belonging to H. Lawaris Perera, &c., south by tract of field, east by the land belonging to H. Meriyana Silva, west by the land belonging to Aponis Silva.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land called Gurugodalla, south by land called Kurunduwatte, east and west by high road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
June 14, 1928. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Halpe 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 the field, south by land called Maluwehena estate, east by the field, west by ditto.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,
June 2, 1928. Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kalaliya-Udawela 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 Kaleliya-Bataleya Village Committee road, south by village boundary of Mallehewa, east by Dielle-oya, west by Pasyala-Giriulla Public Works Department road.

This declaration shall take effect from the date hereof.

June 4, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Banduragoda 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 Mugurugampola-Negombo Public Works Department road, south by a tract of paddy fields, east by estate called Ekambara estate, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

June 4, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Keppitiwalana 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 a tract of paddy fields, south by a village cart road leading from Keppitiwalana to Gaspe, east by village boundary of Gaspe, west by Banduragoda-Ganimulla Village Committee road.

This declaration shall take effect from the date hereof.

June 4, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bolana 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 Kaleliya-Udawela, south by ditto of Mallehewa, east by ditto of Pasyala, west by ditto of Mallehewa.

This declaration shall take effect from the date hereof.

June 4, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kitulwala Pahalagama 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 Mugurugampola-Negombo Public Works Department road, south by Crown land called Degalakanda, east by a tract of paddy fields, west by ditto.

This declaration shall take effect from the date hereof.

June 4, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Balathowa 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 Kebellawita, south by korale boundary of Four Korale, east by ditto, west by village boundary of Makura.

This declaration shall take effect from the date hereof.

June 3, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Halugama 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 Kindiwala, south by Crown land called Mirigankanda and Halugama Rubber estate, east by Crown land called Mirigankanda, west by village boundary of Lindara.

This declaration shall take effect from the date hereof.

June 6, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kaleliya Wellewilamulla 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 Raddalgoda, south by ditto Kaleliya-Webodamulla, east by Pasyala-Giriulla Public Works Department road, west by the track of paddy fields and Kakkele estate.

This declaration shall take effect from the date hereof.

June 7, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Hapitigama 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 Kaleliya-Bataleya Village Committee road, south by a dewata road from Kaleliya to Hapitigama, east by a tract of paddy fields, west by Kaleliya-Bataleya Village Committee road.

This declaration shall take effect from the date hereof.

June 7, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Muddaragama 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 Keppetiwala, south by village boundaries of Patagama and Wirikuluwa, east by a tract of paddy fields, west by village boundary of Wirikuluwa and a tract of paddy fields.

This declaration shall take effect from the date hereof.

June 7, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Buthpitiya South 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 Uruwal-oya, south by village boundary of Aramangoda, east by village boundary of Neelamahara, west by village boundary of Uruwala.

This declaration shall take effect from the date hereof.

June 11, 1928.

A. D. M. NASINGHE,
Acting Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pattigoda 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 Wataddara, south by Dee-elle-oya, east by village boundary of Paramulla, west by Dadagamuwa Village Committee road.

This declaration shall take effect from the date hereof.

June 13, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by Heenkenda District Road Committee road, south by fields, east by dewata road, west by Heenkenda District Road Committee road.

This declaration shall take effect from the date hereof.

June 13, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by paddy fields, south by Meegahawatta, east by Pokunawalakumbura, west by Veyangoda-Ruanwella road.

This declaration shall take effect from the date hereof.

June 12, 1928. Chief Headman, Siyane Korale East.

J. ERIC PERERA,

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Uhana in Medapalata korale of Wewgam pattu of the Batticaloa District, Eastern Province : It is hereby declared that the said area lying within the under-mentioned limits is an infected area in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

Limits.

North : Andella-oya.
South : Kadalaellakadura.
East : Boundary between Wewgam pattu and Samman-turai pattu and Etinniewetnakadura.
West : Andella-oya.

This proclamation is to take effect from June 18, 1928.

The Kechcheri, S. F. AMERASINGHE, JNR,
Batticaloa, June 18, 1928. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kappangamu palata in Yagam pattu korale in Katugampola hatpattu of 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 Karanda pattu korale, south by Katugampola korale south, east by Katugampola korale north, west by Palagahawela and Etungahakotuwa villages.

This declaration shall take effect from the date hereof.

June 8, 1928. Ratamahatmaya, Katugampola Hatpattu.

L. NUGAWELA,

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Urapotta in Kinyama 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 Galwewa palata, south by Bingiriya palata, east by Brahamanayagama and Labuyaya villages, west by Bingiriya palata.

This declaration shall take effect from the date hereof.

June 8, 1928. Ratamahatmaya, Katugampola Hatpattu.

L. NUGAWELA,

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Haggamu palata in Yatikaha korale south 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 Delanpalata, south by Mayurawati korale, east by Barigoda palata, west by Pahala-hakgamuwa.

This declaration shall take effect from the date hereof.

June 8, 1928. Ratamahatmaya, Katugampola Hatpattu.

L. NUGAWELA,

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Badabedda in Medapattu korale west 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 Galayaya village, south by Maha-oya, east by Pannala and Kohombepola villages, west by Hiyawala village boundary.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Dampitiya, Kanatalawa, and Ehetumulla in Karandapattu korale of the Katugampola hatpattu of 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 Hettigama village boundary, south by Akarawatta village boundary, east by Kurudukumbura village boundary, west by Pihimbiya village boundary.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Magulagama and Bodimulla in Yatikaha korale north 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 Galahena and Konduruwapola villages, south by Katupota and Kirindawa villages, east by Angomu korale boundary, west by Gomugomuwa and Malwanegedera villages.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Tummodara, Kongahagedera, and Piduma in Yatikaha korale south of 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 Epaladeniya village, south by Hakgamu palata, east by Delana and Galakumbura, west by Embawa and Aswedduma.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Tarana palata in Katugampola korale of Katugampola hatpattu of 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 Kinyama korale, south by Karambalam-oya, east by Madulupitiya palata, west by Kelegedera palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Dahanegedera palata in Karanda pattu korale of Katugampola hatpattu of 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 Pihimbiya palata, south by Yatikaha korale north, east by Giratalane korale in Dewamedhi hatpattu, west by Madulupitiya palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Narangalla, Kitalawa, Pugalla, and Barigoda villages in Yatikaha korale south 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 Yakarawatta, Bandarigama, and Unaliya villages, south by Ennoru palata, east by Nakkawatta and Bihalpola villages, west by Dikwela village boundary.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 8, 1928. Ratemahatmaya, Katugampola Hatpattu.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Elatalawa and Walpolamulla in Katugampola korale in Katugampola hatpattu of 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 Karandapattu korale boundary, south by Deegalla and Galpola villages, east by Yatikaha korale boundary, west by Deegalla and Galpola villages.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

Ratemahatmaya, Katugampola Hatpattu.

June 10, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nakkawatta in Yatikaha korale south 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 Barigoda and Ganagomuwa villages, south by Ranagalla village, east by Bihalpola village, west by Ennoru palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

Ratemahatmaya, Katugampola Hatpattu.

June 12, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Getaluwa and Koshenagare villages in Kinyama korale of Katugampola hatpattu of 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 Deduru-oya, south by Marandawila estate, east by Kadigapara, west by Labuyaya village.

This declaration shall take effect from the date hereof.

L. NUGAWELA,
Ratemahatmaya, Katugampola Hatpattu.
June 12, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Paragammana in Medapattu korale west in Katugampola hatpattu of 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 Hongawa village boundary, south by Kitalahitiyawa village boundary, east by Bogamuwa village boundary, west by Kankaniyamalla village boundary.

This declaration shall take effect from the date hereof.

L. NUGAWELA,
Ratemahatmaya, Katugampola Hatpattu.
June 12, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Galwewa, Godawaka, and Molaeliya in Kiniyama korale of 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 Deduru-oya, east by Pahala Rambepitiya, south by Koshenagare village boundary, west by Urapotta village boundary.

This declaration shall take effect from the date hereof.

L. NUGAWELA,
Ratemahatmaya, Katugampola Hatpattu.
June 12, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Narangomuwa in Medapattu korale east 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 Narangoda palata, south by Bopitiya palata, east by Malgomuwa palata, west by Narangoda palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,
Ratemahatmaya, Katugampola Hatpattu.
June 12, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kandy road in Kurunegala: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-section (1) and (2), of the Ordinance No. 19 of 1923.

The area referred to is bounded on the north by Wattima lane, junction of Edinburgh street near the Y. M. B. A., south by Kandy-Rajapihilla road junction, east by elephant rock, and on the west by Kandy road.

This declaration shall take effect from the date hereof.

Local Board Office,
Kurunegala, June 18, 1928.

T. A. HODSON,
Chairman.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Kalu-ganga wasama in Gangala Udasiyapattu of Matale East in the District of Matale, Central Province: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

The area is bounded on the north by Tamankaduwa district in North-Central Province, east by Akarahediya and Guruwela wasamas, west by Kalundewa and Elahera wasamas, and on the south by Kambarawa and Pallagama wasamas.

This declaration is to take effect from this date.

L. B. HULANGAMUWA,
Ratemahatmaya, Matale East.
June 18, 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 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 June 13, 1928.

AREA REFERRED TO.
Mungandaluwa.

Boundaries.

North: Chilaw-Hettipola road.
East: Kanjikkuliya.
South: Madamawela and Karawita.
West: Karawita and Village Committee road.

R. H. ABAYASEKARA,
Mudaliyar, Pitigal Korale North.
June 13, 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 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 June 14, 1928.

AREA REFERRED TO.
Kottapitiya.

Boundaries.

North: Kusalai tank bund.
South: Kottapitiya-odai.
East: Chilaw-Puttalam road.
West: Road leading to Kusalai.

R. H. ABAYASEKARA,
Mudaliyar, Pitigal Korale North.
June 14, 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 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 June 14, 1928.

AREA REFERRED TO.

Sawarana.

Boundaries.

North: Village boundary of Maikkulam.
East: Sodarawela.
South: Inigodawela, Kanukotiya, and Kuda-sawarana.
West: Chilaw-Negombo road.

R. H. ABAYASEKARA,
Mudaliyar, Pitigal Korale North.
June 14, 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 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 June 16, 1928.

AREA REFERRED TO.

Sambukattiya.

Boundaries.

North: Walahena, Tambagalla, Medagama, and Maliya.
East: Maliya and Karukkuwatawana.
South: Karukkuwa.
West: Karukkuwa and Walahena.

R. H. ARAYASEKARA,
Mudaliyar, Pitigal Korale North.

June 16, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth cattle disease has broken out at Mellawa in Otera palata, Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by village limit of Kahatowila, east by village limit of Lihiriya-gama, south and west by village limit of Bujjampola, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

C. A. ABEYERATNE,
Mudaliyar, Pitigal Korale South.

June 13, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth cattle disease has broken out at Muttibendiwila in Yatakal pattu, Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by village limits of Medagoda and Galamuna, east by the village limit of Hewana, south by the village limit of Pilakatumulla, and west by the village limit of Walahapitiya, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

C. A. ABEYERATNE,
Mudaliyar, Pitigal Korale South.

June 13, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth cattle disease has broken out at Galamuna and Puruduvella in Yatakal pattu, Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by Kadupiti-oya, east by village limits of Hene-pola and Muttibendiwila, south by Muttibendiwila District Road Committee road, and village limit of Walahapitiya, and west by village limits of Kudawewa and Kolimaduwa, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

C. A. ABEYERATNE,
Mudaliyar, Pitigal Korale South.

June 13, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth cattle disease has broken out at Madepalata in Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by Yatakal pattu, east by compass para, south by Otera palata and Kammal pattu, and west by sea, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

C. A. ABEYERATNE,
Mudaliyar, Pitigal Korale, South.

June 15, 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 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 June 18, 1928.

AREA REFERRED TO.

Adippola.

Boundaries.

North: Ambamukalana.
East: Compass-para.
South and West: Sengal-oya.

A. BARNAYAKA,
Acting Mudaliyar, Pitigal Korale North.

June 18, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Kadawalagedera palata in Tissawa korale of Dewameddi hatpattu of 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. 10 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Dorabawila and Jayasirigama, south by Kolamunu-oya, east by Tuttiri-pitigama, west by boundary of Giratalane korale.

This declaration shall take effect from the date hereof.

A. MARAMBE,
Ratemahatmaya, Dewameddi Hatpattu.

June 15, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Gampaha palata in Tissawa korale of Dewameddi hatpattu of 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. 10 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Baladora korale boundary, south by Bandarakoswatta palata, east by Udakadawala, west by Kadawalagedera.

This declaration shall take effect from the date hereof.

A. MARAMBE,
Ratemahatmaya, Dewameddi Hatpattu.

June 15, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Gallepitiya palata in Tissawa korale of Dewameddi hatpattu of 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. 10 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Udakadawala and Ambakadawara, south by Kutumuluwa and Mawihena, east by Medagama and Malwana, west by Timbiri-made estate, Kahawitiya, and Bandarakoswatta.

This declaration shall take effect from the date hereof.

A. MARAMBE,
Ratemahatmaya, Dewameddi Hatpattu.

June 15, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Bamumulle palata in Giratalane korale of Dewameddi hatpattu of 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 Kolamunu-oya, south by village limit of Tengodagedera, east by Andottawa and Toragolla, west by village limit of Hettipola.

This declaration shall take effect from the date hereof.

A. MARAMBE,
June 15, 1928. Ratemahatmaya, Dewameddi Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Keppitiwalana palata in Udukaha korale south in Dambadeni 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 Boyawalana palata, south by Imbulgoda palata and Wewala palata, east by Ihala and Pahala Kalalpiti palatas and Imbulgoda palata, west by Boyawalana palata.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,
June 16, 1928. Ratemahatmaya, Dambadeni Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Kandu tulana of Kanadara korale, Pahala Kalagamtulana of Wilachchiya korale, and Nambada tulana of Eppawela korale, all of Nuwaragam palata in the North-Central Province: I, Punchi Banda Bulankulame, Ratemahatmaya, Nuwaragam palata, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said tulanans are an affected area.

The order shall take effect from the date hereof.

Boundaries.

- (1) Boundaries of the Revenue division of Kandu tulana No. 23.
- (2) Boundaries of the Revenue division of Pahala Kalagam tulana, No. 5.
- (3) Boundaries of the Revenue division of Nambada tulana, No. 9.

P. B. BULANKULAME,
June 18, 1928. Ratemahatmaya, Nuwaragam Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Weu tulana and Nachchaduwa in Ulagalla korale: I do hereby declare, under section 5 (1) of the Ordinance No. 25 of 1909, that the said tulana and the Nachchaduwa village are infected areas.

Boundaries.—The boundaries of the revenue division of Weu tulana and Nachchaduwa.

T. B. POHOLIYADDE,
June 18, 1928. Ratemahatmaya, Hurulu Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Parangiyawadiya in Adampane tulana north in Mahapotana korale: I do hereby declare, under section 5 (1) of the Ordinance No. 25 of 1909, that the said tulana is an infected area.

Boundaries.—The boundaries of the revenue division of Adampane tulana north.

T. B. POHOLIYADDE,
June 18, 1928. Ratemahatmaya, Hurulu Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the Village Amutagoda in Uda pattu 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-sections (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.

Boundaries of the Infected Area.

North: Maha-ela.
East: Maha-ela and village limits of Malangama.
South: Village limits of Muttetupita.
West: Maha-ela.

G. J. B. KIRIELLA,
Acting Ratemahatmaya, Kuruwiti Korale.
June 10, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village of Alutnuwara in Alutnuwara wasama in the Uduwaggam pattu of Kadawata korale, Ratnapura District, of the Province of Sabaragamuwa: It is hereby declared that the areas bounded on the—

North by Seelogama and Imbulpe village boundary
East by Kinchiguna and Hatarabage village boundary
West by Ratmalawinna and Imbulpe village boundary
South by Ratmalawinna and Hatarabage village boundary

Imbulpe.

North by Pahalagama village boundary
East by Seelogama and Alutnuwara village boundary
West by Alakolaella and Maddegama village boundary
South by Ratmalawinna and Morahela village boundary
are infected in terms of the section 5 (1), (2), of Ordinance No. 25 of 1909.

This declaration will take effect from June 12, 1928.

BARNES RATWATTA,
Ratemahatmaya, Kadawata and Meda Korales.
June 12, 1928.

Destruction of "Gazettes."

NOTICE is hereby given that the under-mentioned Government Gazettes that are lying in the Record Room of the Mannar Kacheheri dating from 1866 to 1900 as per particulars below will be destroyed unless application for any or all of them is received from any other public office within three months.

1866 ..	Nos. 3,528-3,529 No. 3,531 Nos. 3,533-3,559 Nos. 3,561-3,570 Nos. 3,572-3,576	1872 ..	Nos. 3,859-3,867 Nos. 3,869-3,893 Nos. 3,895-3,913
1867 ..	No. 3,593 Nos. 3,595-3,601 Nos. 3,603-3,606 Nos. 3,608-3,619 Nos. 3,621-3,628 Nos. 3,630-3,631	1873 ..	Nos. 3,915-3,936 Nos. 3,938-3,947 Nos. 3,949-3,969 No. 3,970
1868 ..	Nos. 3,666-3,671 No. 3,673 Nos. 3,675-3,681 No. 3,683 Nos. 3,687-3,688	1874 ..	Nos. 3,971-3,979 Nos. 3,981-3,985 Nos. 3,990-3,991 No. 3,993 Nos. 3,995-4,000 Nos. 4,004-4,026
1869 ..	Nos. 3,689-3,690 No. 3,692 Nos. 3,695-3,707 No. 3,709 Nos. 3,712-3,720 Nos. 3,722-3,744	1875 ..	No. 4,027 Nos. 4,029-4,048 Nos. 4,050-4,057 Nos. 4,059-4,066 Nos. 4,068-4,069 Nos. 4,071-4,079 Nos. 4,081-4,085 No. 4,087
1870 ..	Nos. 3,768-3,795 Nos. 3,777-3,779 Nos. 3,781-3,799	1876 ..	Nos. 4,089-4,091 Nos. 4,093-4,103 Nos. 4,106-4,112 Nos. 4,115-4,117 Nos. 4,119-4,126
1871 ..	Nil.		

Nos. 4,128-4,129	1886 .. No. 4,704	No. 5,114	Nos. 5,499-5,500
Nos. 4,131-4,139	No. 4,708	No. 5,119	Nos. 5,502-5,507
Nos. 4,141-4,143	Nos. 4,711-4,712	Nos. 5,121-5,126	No. 5,509
No. 4,145	Nos. 4,714-4,716	Nos. 5,128-5,131	Nos. 5,511-5,515
1877 .. Nos. 4,146-4,153	No. 4,718	Nos. 5,133-5,135	Nos. 5,517-5,520
Nos. 4,163-4,169	Nos. 4,720-4,723	No. 5,137	1898 .. No. 5,522
Nos. 4,171-4,175	No. 4,725	Nos. 5,139-5,144	No. 5,524
Nos. 4,177-4,190	Nos. 4,731-4,732	Nos. 5,146-5,150	Nos. 5,527-5,528
Nos. 4,192-4,207	Nos. 4,734-4,741	1893 .. Nos. 5,198-5,200	Nos. 5,531-5,532
Nos. 4,209-4,211	Nos. 4,748-4,749	No. 5,202	Nos. 5,534-5,536
1878 .. Nos. 4,212-4,240	Nos. 4,751-4,755	Nos. 5,204-5,205	Nos. 5,540-5,543
Nos. 4,242-4,247	Nos. 4,758-4,760	Nos. 5,207-5,210	No. 5,545
No. 4,249	Nos. 4,764-4,765	No. 5,214	No. 5,547
Nos. 4,251-4,265	1887 .. Nos. 4,768-4,771	Nos. 5,216-5,218	Nos. 5,549-5,552
No. 4,267	No. 4,775	Nos. 5,220-5,226	Nos. 5,559-5,568
Nos. 4,269-4,270	Nos. 4,777-4,778	No. 5,230	Nos. 5,570-5,572
No. 4,272	No. 4,781	Nos. 5,232-5,235	Nos. 5,575-5,576
Nos. 4,274-4,295	Nos. 4,785-4,790	Nos. 5,237-5,238	No. 5,578
1879 .. Nil.	No. 4,792	No. 5,241	No. 5,583
1880 .. Nos. 4,327-4,331	No. 4,794	Nos. 5,243-5,245	Nos. 5,590-5,593
Nos. 4,333-4,360	No. 4,796	Nos. 5,247-5,253	Nos. 5,595-5,602
Nos. 4,362-4,363	No. 4,799	Nos. 5,255-5,256	Nos. 5,605-5,606
Nos. 4,365-4,372	Nos. 4,801-4,802	Nos. 5,260-5,264	No. 5,608
1881 .. Nos. 4,384-4,390	No. 4,807	1894 .. Nos. 5,266-5,281	1899 .. Nos. 5,611-5,620
Nos. 4,392-4,398	Nos. 4,810-4,811	Nos. 5,283-5,294	No. 5,622
Nos. 4,400-4,402	No. 4,814	No. 5,296	Nos. 5,624-5,625
Nos. 4,404-4,408	No. 4,819	Nos. 5,298-5,305	Nos. 5,627-5,628
Nos. 4,410-4,420	No. 4,823	Nos. 5,309-5,311	Nos. 5,630-5,631
Nos. 4,422-4,423	1888 .. No. 4,828	Nos. 5,313-5,314	Nos. 5,633-5,635
No. 4,425	Nos. 4,871-4,872	No. 5,320	No. 5,636
Nos. 4,427-4,435	Nos. 4,874-4,882	No. 5,322	Nos. 5,638-5,639
Nos. 4,437-4,440	No. 4,886	Nos. 5,324-5,328	Nos. 5,641-5,642
1882 .. No. 4,444	No. 4,889	1895 .. No. 5,329	No. 5,644
Nos. 4,446-4,448	1889 .. No. 4,902	Nos. 5,332-5,344	Nos. 5,646-5,647
Nos. 4,450-4,453	Nos. 4,904-4,909	Nos. 5,346-5,370	No. 5,649
Nos. 4,455-4,468	No. 4,912	Nos. 5,373-5,377	Nos. 5,651-5,654
Nos. 4,472-4,480	Nos. 4,914-4,916	Nos. 5,379-5,381	Nos. 5,656-5,657
Nos. 4,482-4,485	Nos. 4,933-4,934	Nos. 5,383-5,384	No. 5,661
Nos. 4,487-4,488	No. 4,936	1896 .. Nos. 5,387-5,391	No. 5,663
Nos. 4,490-4,491	No. 4,938	Nos. 5,393-5,406	Nos. 5,665-5,666
Nos. 4,493-4,500	No. 4,940	Nos. 5,408-5,409	1900 .. No. 5,669
1883 .. Nos. 4,503-4,506	No. 4,942	Nos. 5,411-5,413	No. 5,671
Nos. 4,508-4,509	Nos. 4,945-4,948	No. 5,415	No. 5,673
Nos. 4,511-4,519	Nos. 4,950-4,953	Nos. 5,417-5,423	Nos. 5,675-5,676
Nos. 4,533-4,535	Nos. 4,955-4,956	Nos. 5,425-5,432	Nos. 5,679-5,683
Nos. 4,537-4,550	Nos. 4,960-4,961	Nos. 5,434-5,436	Nos. 5,685-5,693
Nos. 4,552-4,559	No. 4,964	No. 5,438	No. 5,695
Nos. 4,561-4,563	Nos. 4,966-4,968	No. 5,441	Nos. 5,697-5,700
Nos. 4,565-4,566	No. 4,970	Nos. 5,443-5,445	Nos. 5,702-5,704
1884 .. Nos. 4,567-4,573	1890 .. Nos. 4,972-5,000	No. 5,448	No. 5,706
No. 4,575	Nos. 5,002-5,007	1897 .. Nos. 5,450-5,453	No. 5,708
Nos. 4,577-4,593	Nos. 5,009-5,019	No. 5,454	No. 5,711
Nos. 4,595-4,606	Nos. 5,024-5,031	Nos. 5,457-5,460	No. 5,714
Nos. 4,608-4,623	Nos. 5,033-5,034	No. 5,462	Nos. 5,716-5,719
Nos. 4,625-4,628	1891 .. Nos. 5,035-5,047	No. 5,464	No. 5,721
1885 .. No. 4,663	Nos. 5,055-5,057	Nos. 5,466-5,477	Nos. 5,724-5,725
Nos. 4,665-4,668	Nos. 5,060-5,066	No. 5,479	No. 5,728
Nos. 4,671-4,675	Nos. 5,072-5,079	Nos. 5,481-5,483	Nos. 5,731-5,733
Nos. 4,678-4,679	Nos. 5,081-5,082	Nos. 5,485-5,486	Nos. 5,735-5,736
Nos. 4,681-4,684	Nos. 5,084-5,088	Nos. 5,488-5,490	No. 5,738
Nos. 4,687-4,688	Nos. 5,090-5,092	Nos. 5,492-5,493	Nos. 5,741-5,743
Nos. 4,690-4,693	No. 5,094	Nos. 5,495-5,497	
No. 4,695	Nos. 5,096-5,105		
Nos. 4,697-4,699	No. 5,107		
Nos. 4,701-4,703	1892 .. No. 5,108		

P. O. FERNANDO,
The Kachechi, for Assistant Government Agent.
Mannar, June 11, 1928.

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

"The Excise Ordinance, No. 8 of 1912."

Notification No. 177.

IT is hereby notified for general information that a fee of Rs. 70 will be charged for the analysis of every sample of foreign liquor presented for approval and inclusion in the list of approved brands of spirits (*vide* Excise Notification No. 168) referred to in the conditions of foreign liquor licences issued under Excise Notification No. 76.

G. S. WOODEMAN,
Office of the Excise Commissioner, Excise Commissioner.
Colombo, June 12, 1928.

Sale of Toddy Rents, 1928-29.

SEALED tenders will be received at the Badulla Kachechi by the Government Agent, Province of Uva till 10 A.M. on July 13, 1928, for the purchase of the exclusive privilege of selling fermented toddy by retail in the areas specified in the schedule below, for the period of 12 months from October 1, 1928, to September 30, 1929, subject to the toddy rent sale conditions.

2. A separate tender should be sent in for each toddy tavern.

3. No tender will be considered unless the person making such tender be present in person at 10 A.M. on July 13,

1928. A tender may be sent in by post, but the envelope must be sealed and marked "Toddy Rent Tender" in red ink.

No person is permitted to send in more than one tender for any one tavern.

5. The Government Agent reserves to himself the right of rejecting any or all tenders, and of putting up immediately to public auction such taverns for which satisfactory tenders have not been received. Further information can be obtained on application from the Badulla Kachcheri.

The Kachcheri,
Badulla, June 19, 1928.

J. R. WALTERS,
Acting Government Agent.

SCHEDULE REFERRED TO.

No.	Locality or Range.	Division.
Within the town of—		
1	Badulla ..	Yatikinda
Within the village of—		
2	Balatwatta ..	do.
3	Wewelheena ..	do.
4	Wedigume ..	do.
5	Jangulla ..	do.

No.	Locality or Range.	Division.
6	Ketawela ..	Yatikinda
7	Bambaragama ..	do.
8	Naulla ..	do.
9	Nawela ..	do.
10	Udakumbalwela ..	do.
Within the town of—		
11	Passara ..	do.
Within the village of—		
12	Udagama West ..	do.
13	Gerandiella ..	do.
Within the town of—		
14	Lunugala ..	do.
Within the village of—		
15	Yapanna ..	do.
16	Kahattawela ..	Udukinda
17	Kahagolla ..	do.
18	Metigahatenna ..	Wiyaluwa
19	Gampaha ..	Wellawaya
20	Batugammana ..	Buttala
21	Miyanakandura ..	do.
22	Pallewaradola ..	do.

SALES OF TOLL AND OTHER RENTS.

Sale of Ferry Toll Rent, Mannar, 1928-29.

NOTICE is hereby given that sealed tenders will be received by the Assistant Government Agent, Mannar, at the Mannar Kachcheri, at 10 A.M., on Saturday, July 28, 1928, for the purchase of Mannar Ferry Toll Rent for twelve months from October 1, 1928.

Tenders must be handed in personally, and no tenders received by post will be accepted, nor will any tender received after the day and hour above mentioned be considered.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and, should the offer be accepted by His Excellency the Governor, furnish approved security for one-half of the purchase amount, or in cash for one-third of the purchase amount within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer. He shall also deposit on the date of sale a sum to be fixed by the Assistant Government Agent as security for the payment of the cost of all repairs to the ferry boats.

He will also be required to deposit money to pay the fees of the Crown Proctor for examining and giving his opinion on the title deeds for properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents drawing the security bond, the expenses for appraising the properties, and the stamp duty on the bonds under Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Further information can be obtained on application to the Assistant Government Agent, Mannar.

If no satisfactory tender is received the rent will be put up to auction after the opening of the tenders on the day for which tenders are called.

The Kachcheri,
Mannar, June 16, 1928.

W. A. DE SILVA,
for Government Agent.

Sale of Ferry Toll Rents, Jaffna District.

NOTICE is hereby given that sealed tenders will be received by the Government Agent of the Northern Province, or by his Office Assistant at the Jaffna Kachcheri,

at 12 noon on Monday, July 23, 1928, for the purpose of the following ferry toll rents for twelve months from October 1, 1928:—

- | | |
|----------------|--------------|
| 1. Pannaiturai | 3. Karaitivu |
| 2. Araliturai | |

Separate tenders should be made for the several rents as shown above.

Tenders must be handed in personally and no tender received by post will be accepted, nor will any tender received after the day and hour mentioned above be considered.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash and, should the offer be accepted by his Excellency the Governor, to furnish approved security for one-half of the purchase amount, or in cash for one-third of the purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He shall also deposit on the day of sale a sum to be fixed by the Government Agent as security for the payment of the cost of all repairs to the ferry boats.

He will also be required to deposit money to pay the fees of the Crown Proctor for examining and giving his opinion on the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents and drawing the security bond, the expenses of appraising the properties, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

Further information may be obtained on application to the Government Agent, Jaffna.

Rents for which satisfactory tenders are not received will be put up to auction after the opening of the tenders on the same day for which tenders are called.

The Kachcheri,
Jaffna, June 11, 1928.

W. C. DE PENTELOW,
for Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, May 2, 1928, at 8 p.m.

The Council met this day at 3 P.M. pursuant to notice dated April 25, 1928.

Present :—Mr. W. T. Stace, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. V. de Rooy; Mr. A. H. F. Clarke; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Mr. M. L. M. Royel; Dr. S. Muttiah; Mr. S. W. R. Dias Bandaranaike; Dr. V. van Langenberg, V.D.; Mr. C. R. Lundie; Mr. T. C. Dyball; and Mr. J. S. Collett.

1. The Minutes of the General Meeting of April 4, 1928, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of April 4, 1928, be confirmed.

2. Pursuant to notice, Dr. S. Muttiah asked the Chairman the following questions :—(a) Is the Chairman aware that a drain, adjoining the new school in the course of construction in the reclaimed land at Slave Island is a source of danger to the health of the children who will be attending this school owing to the offensive smell that emanates from it? (b) Will the Chairman be pleased to take steps to cover this drain and have the same flushed more frequently in order to abate the nuisance?

The Chairman replied as follows :—There is a surface water drain which flows past the site of the school. It has its origin in certain premises in Church street and flows into the lake. The offensive odour complained of is due to the fact that the drain, although it is intended for surface water only, is abused and fouled by children in the Church street area. The Municipal Engineer is of opinion that covering the drain is not feasible or desirable. The only remedy appears to be frequent flushing and cleaning, and instructions have now been given that special attention be paid to this.

3. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following questions :—(1) Arising out of the answer to my question at the last meeting of Council, will the Chairman be pleased to lay on the table a list of votes on which a sum of over Rs. 1,000 has been carried over as unexpended balance on December 31, 1927, giving reasons for the unexpediture during 1927? (2) Will the Chairman be pleased to state what the present position is in regard to the improvement of the housing conditions of the slum areas of this city?

The Chairman replied as follows :—(1) The list asked for is laid on the table with connected papers. (2) In April, 1925, an Inspector of Insanitary Buildings was appointed to carry out the work of improvement to insanitary dwellings under the compulsory provisions of the Housing Ordinance of 1915. From that date till the end of 1927, 91 premises in all parts of the city, comprising 1,253 tenements and probably representing a population of about 6,000 persons, have been improved. By this means many narrow, dark, and filthy lanes have been widened and thrown open to the sunlight and air, besides the structures of the tenements themselves being greatly improved. This work is continually in progress. As regards the Kochchikade Slum Scheme the work was for long held up by lack of the necessary legal powers. The Ordinance giving to the Council the requisite powers having been passed towards the end of 1927, it will now be possible to proceed. A re-valuation of the area has been carried out, and the Government have been asked to place at the disposal of the Council the five lakhs already promised for this object. A reply from Government is awaited.

Dr. E. V. Ratnam moved that the Council do go into Committee to consider items Nos. 4 to 9 (inclusive) on the Agenda :—The Hon. Mr. C. H. Z. Fernando seconded.—Carried.

Council in Committee.

The following extracts from the Minutes of the Standing and Special Committees named were then laid before the Council in Committee :—

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of March 20, 1928.

(2) To consider memoranda of the Chairman, dated December 19, 1927, and February 20, 1928, on the draft by-laws regarding the milk supply in the city.—Recommended that the by-laws, as contained in Annexure B, be adopted by the Council.

(4) To consider section 4 of the list of duties of the Assistant Medical Officer of Health (C.W.), with a view to requiring her to attend each Municipal Dispensary once a week instead of once a fortnight.

Resolved that the Committee adheres to its previous recommendation and recommends that rule 4 should stand as it is. The Committee's reasons are briefly as follows :—Although a weekly visit is in itself most desirable, there is at present no staff to carry it out, one lady doctor being insufficient. These visits occupy on the average 3 hours of the time of the lady doctor during the morning. If each dispensary is visited once a week, this means three hours a day, employed upon such visits, practically every day of the week. It is felt that the more important work at the centre will seriously suffer by such an arrangement. It is also pointed out that the accommodation at several of the dispensaries is so bad that the value of ante-natal work done there is greatly reduced, and that the Council should at present concentrate upon the perfection of the work at the centre.

Resolutions of Council of April 4, 1928.

With regard to item No. 2, it was resolved that the matter be considered in connection with the recommendation of item No. 9 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of March 24, 1928.

With regard to item No. 4, Dr. E. V. Ratnam moved, as an amendment, that this matter be deferred to the next meeting and that meanwhile the Medical Officer of Health be called upon to report, (1) why the accommodation at our dispensaries is so bad as to greatly reduced the value of ante-natal work done there, (2) whether there is so much of this kind of work as to occupy three hours a day of the Assistant Medical Officer of Health (Child Welfare) and, lastly, what more important work at the Child Welfare Centre will suffer in the time which the Assistant Medical Officer of Health (Child Welfare), will have to devote to ante-natal work at the dispensaries. The Hon. Mr. N. H. M. Abdul Cader, seconded.—Carried.

Resolutions.

With regard to item No. 2 (corresponding to item No. 9 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of March 24, 1928), it was resolved that the matter be considered in connection with the recommendation of the Law Committee.

With regard to item No. 4, the Chairman moved that the consideration of the matter be deferred, and that the report of the Medical Officer of Health be referred to the Sanitation Committee. Dr. E. V. Ratnam seconded.—Carried.

Extract from the Minutes of the Standing Committee on Sanitation and Markets of April 23, 1928.

(2) To consider a report of the Municipal Treasurer, dated April 19, 1928, with regard to the rents to be charged for the stalls at the Wellawatta Market, which will be ready for occupation from June 1 next.—Recommended that the following rents be charged:—Meat stalls (10): Rs. 65 a month for each stall; fish stalls (12): Rs. 15 a month for each stall; vegetable stalls (20): Rs. 4 a month for each stall. In the event of their not being taken on a monthly rent a daily rent of 15 cents will be charged.

Resolution.

Resolved that the above recommendation of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committee on Municipal Works of April 25, 1928.

(2) To consider a petition presented through Mr. M. L. M. Reyal, M.M.C., in Council on March 7, 1928, from certain land owners and residents of Dhobies' lane, in San Sebastian, praying that the name Dhobies' lane be altered to some other appropriate name.—Recommended that the road be called "Beira road."

(3) To consider a petition presented through Dr. S. Muttiah, M.M.C., in Council on March 7, 1928, from the residents of Java lane praying that steps be taken to prohibit the use of Java lane and Ingham street by all kinds of motor vehicles.—Recommended that the use by motor lorries and buses of Java lane be prohibited and that the following by-law be approved:—"The use of the road known as Java lane by motor lorries and motor buses is hereby prohibited."

(4) To consider a report of the Chief Playground Instructor regarding the playground at Kew road, stating that it is the unanimous wish of the Instructors and children concerned that it be called after Mr. H. E. Newnham.—Recommended that it be called the "Newnham Playground."

(5) To recommend that, in terms of rule 47 of Chapter VIII. of the Municipal Council by-laws, notice be served on the owner of premises No. 87, Kirillapone road, for the removal of the two dangerous trees standing thereon.—Recommended.

(6) To consider a report of the Municipal Engineer regarding 16 coconut trees overhanging the buildings at Polwatta laundry and suggesting that permission of the Council be obtained, to serve notices on the owners, under Municipal Council By-law, Chapter VIII., Rule 47.—Recommended.

(7) To recommend that, in terms of Rule 47 of Chapter VIII. of the Municipal Council By-laws, notice be served on the owner of premises No. 66/33, Temple road, for the removal of the dangerous tree standing thereon.—Recommended.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Extract from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of March 21, 1928.

(19) To consider a memorandum of the Chairman, dated March 12, 1928, with regard to Rule 14 of the Municipal Council Pension Minute.—Recommended that the Council ask His Excellency the Governor in Executive Council that Pension Rule 14 be abolished and that in its place the following rule be substituted:—New Rule 14: "Should a Municipal Officer or servant to whom a pension has been awarded, salaried employment under the Council his pension shall cease to be paid, whilst he is so employed, if the official income of his new office is equal to the salary of the appointment from which he retired. But if such official income is less than the salary of his last former office, then so much of his pension shall be paid as shall make up his income to amount of his salary last drawn by him previously to his retirement. On final retirement the original pension shall be payable, irrespective of such additional pension as shall have been earned in respect of such re-employment, but subject, nevertheless, to a re-distribution of the additional five years, commonly known as "climate allowance." In no case shall more than five years' climate allowance be granted to any one person."

Resolution.

Resolved that the above recommendation of the Standing Committees be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of April 25, 1928.

(3) To consider a memorandum of the Chairman, dated March 28, 1928, regarding the lay-out of Victoria Park.—Recommended that no further lay-out of Victoria park be undertaken at present.

(4) To consider a memorandum of the Municipal Engineer, dated October 22, 1927, with regard to the proposal to lay down street lines for North and South Base Line road (including Kanatta and Narahenpitiya roads) and what was formerly the East and West Base Line road and now includes Green path, Horton place and Castle street.—Recommended that street lines be laid down, under section 18 (4) of Ordinance No. 19 of 1915, for the following sections, as indicated in their respective plans:—(1) Albion road to Kolonnawa road—plan No. 1,057 of February 22, 1928; (2) Urugodawatta road to the main line level crossing—plan No. 1,058 of February 23, 1928; (3) Borella Cross road to Borella junction—plan No. 1,056 of February 22, 1928.

(5) To consider a memorandum of the Chairman, dated March 28, 1928, with regard to the acquisition of the land required for rounding off of the blind corner at the junction of Havelock road and Laurie's road.—Recommended that the land be acquired.

(6) To consider a detailed estimate of Rs. 1,550 from the Municipal Engineer for the erection of a garage at the Child Welfare Centre.—Recommended and that supplemental provision for Rs. 1,550 be voted.

(7) To consider an application from the Municipal Engineer for the purchase, for stock, of certain roller spare parts, as per list attached to papers, direct from the makers, Messrs. Aveling & Porter, Ltd.

Note.—The total cost will be £355. 10s. 0d. F.O.B., London, which will be charged to advance account, stores, and debited to sanctioned votes in due course.—Recommended.

(8) To consider an application from the Municipal Engineer for supplemental provision of Rs. 8,741, under his estimates for maintenance and repairs to lorries and ambulances.

Note.—The amount provided in respect of licence fees will be credited as income when the licences are issued.—Recommended.

(9) To consider the recommendation of the Drainage Engineer that the tender of Mr. S.S. Nadesa Pillai of No. 21, Brassfounder street, Colombo, amounting to Rs. 1,075.75 be accepted for the aided drainage of premises Nos. 41/43, Jampettah street, Kotahena.—Recommended.

(11) To consider :—(a) The quotations received through the Council's Agents for drainage materials. (a) Considered ; (b) The recommendation of the Municipal Engineer, as follows :—Messrs. Doulton & Co., Ltd., items Nos. 1 to 17, £592 5s. 0d. C.I.F., Messrs. Malkin Tileworks Co., items Nos. 19 and 20, £14. 17s. 7d. C.I.F. Pipes and tiles should be insured as usual.

Note.—The cost will be paid from "Advance account, purchase of stores" and debited to sanctioned votes in due course.—(b) Recommended.

(12) To consider :—(a) The tenders received for the supply of bass brooms for 1928.—(a) Considered ; (b) A memorandum of the Municipal Treasurer stating that the Municipal Engineer recommends that two qualities of bass brooms be purchased from the following :—(1) Messrs. G. Robert de Zoysa & Co., No. 2, at Rs. 2.75 each ; (2) Messrs. The Ceylon Brush Manufacturing Co., No. 2, at Rs. 2.30 each.—(b) Recommended (1) and (2).

(13) To consider :—(a) The quotations received through the Council's Agents for the supply of art plates, &c., for the year 1929. (a) Considered ; (b) The recommendation of the Municipal Treasurer that the following quotations be accepted :—Items 1 to 6, Wildman and Meguyer, Ltd., £239. 9s. 2d. ; Item 7, J. Hudson and Co., Ltd., £15. 5s. 1d.

Note.—The cost, £254 14s. 3d., will be charged to vote D 11, tin plates, &c.—(b) Recommended.

(14) To consider :—(a) The tenders received for the supply of firewood for 1928.—(a) Considered ; (b) The recommendation of the Municipal Treasurer that the tender of G. J. Fernando at Rs. 12.87 per ton be accepted.—(b) Recommended.

(15) To recommend that, in terms of the provisions of section 70 (1) (g) of Motor Car Ordinance, 1927, the following regulation be passed :—A fee of Rs. 5 per month shall be charged for licences for the use of public stands provided or allotted for the use of hiring cars as from January 1, 1928.—Recommended.

(16) To consider an application from the Municipal Treasurer, dated April 11, 1928, for supplemental provision of Rs. 500, for the completion of the blind corner at St. James street-Alutmawata road.

Note.—The Council has sanctioned a sum of Rs. 4,390 for the acquisition and construction of this blind corner under vote No. 1-87 (5) 1926. A sum of Rs. 4,000 has already been spent on the acquisition, whereas in the original estimates, provision was made for Rs. 3,500 only. A further sum of Rs. 500 is, therefore, required to complete the construction.—Recommended.

(17) To recommend the sanction of Council for the purchase of cement, through the Council's Agents, as follows :—(a) 4,500 barrels ordinary standard cement at 11s. 6d. per barrel (or Rs. 7.66 at 1s. 6d. to the rupee), C.I.F., Colombo ; (b) 4,500 barrels Ferrocrete cement at 13s. 6d. per barrel (or Rs. 9), C.I.F., Colombo.

Note.—The cost will be charged to advance account "Purchase of Stores," and debited to sanctioned votes as and when the cement is used.—Recommended (a) and (b).

(18) To consider :—(a) The quotations received through the Council's Agents for the supply of General Stores.—(a) Considered ; (b) The recommendation of the Municipal Engineer that the quotations underlined in red, on the schedule of quotations attached to papers, be accepted.

Note.—The cost will be charged to advance account, "Stores," in the first instance, and debited to sanctioned votes as and when the materials are used.—Recommended.

(19) To consider a memorandum of the Municipal Treasurer, dated April 23, 1928, recommending that the following be installed in the space allotted at the New Town Hall for the use of the Revenue Inspectors in testing weights and measures, at a cost of Rs. 775 for which supplemental provision is necessary :—(1) Counter with door at entrance Rs. 275 ; (2) Locker alongside wall Rs. 375 ; (3) Laying water service Rs. 125 ; total Rs. 775.—Recommended.

(20) To consider a memorandum of the Chairman, dated March 28, 1928, regarding the charge for water supplied to the Navy.—Recommended that the Chairman's reply be approved.

(21) To consider a memorandum of the Chairman, dated March 28, 1928, regarding the water supply to Peliyagoda, recommending that, under the circumstances, a supply be made at 50 cents per 1,000 gallons.—Recommended that the water supply to Peliyagoda be refused.

(22) To consider :—(a) A letter No. 761, dated March 20, 1928, from the Chairman, Municipal Council, Galle, stating that the Council agrees to the payment of a fee of Rs. 20,000 for Mr. W. M. Thyne's services.—(a) Considered ; (b) A memorandum of the Chairman for formal sanction of Council approving the fee of Rs. 20,000, half of which is to be credited to the revenue.—(b) Recommended and that half the fee of Rs. 20,000, after deduction of travelling expenses, be credited to revenue.

(23) To consider a memorandum of the Chairman, dated March 20, 1928, with regard to the licensing of cattle sheds.—Recommended that the schedule of fees be amended, as follows :—(a) Livery or hack or cattle stable or stalls : (a) 5 animals Rs. 10 ; (b) 6-10 animals Rs. 30 ; (c) 11-20 animals Rs. 60 ; (d) over 20 animals Rs. 75 ; (b) Dairies : (a) Stable of 20 feet lateral space Rs. 10 ; (b) Stable of 24-40 feet lateral space Rs. 30 ; (c) Stable of 44-80 feet lateral space Rs. 60 ; (d) Stable of over 84 feet lateral space Rs. 75.

Resolutions.

With regard to item No. 12, Dr. E. A. Coorey opposed the recommendation of the Standing Committees.

The Chairman explained why two different kinds of brooms have not been required by the Municipal Engineer in the past. He stated that he would call for a report from that officer whether two different sets of tenders should be called for in the future for brooms for the two different purposes.

Mr. T. G. Jayewardene spoke against the second part of the recommendation.

The Chairman moved that the recommendation of the Standing Committees be adopted. Mr. N. R. Blande seconded.

Mr. S. W. R. Dias Bandaranaike moved, as an amendment, that as the Municipal Engineer considers that two qualities of brooms are required separate tenders be called for on that footing. Dr. E. A. Coorey seconded.

Mr. W. E. V. de Rooy supported the recommendation of the Standing Committees.

The amendment was put to the meeting and lost.

The Chairman's motion was then put to the meeting and carried.

With regard to item No. 15, it was resolved that the matter be considered in connection with the recommendation of item No. 4 of the extracts from the Minutes of the Law Committee of April 28, 1928.

With regard to item No. 17, Mr. M. L. M. Reyal moved that tenders be called for locally.

The Hon. Mr. C. H. Z. Fernando considered the quotation for imported cement reasonable.

Mr. A. H. F. Clark, on being asked by the Chairman for his opinion, said he was not in favour of purchasing local cement for reasons given by him.

The Chairman moved that the recommendation of the Standing Committees be adopted. The Hon. Mr. C. H. Z. Fernando seconded.—Carried.

With regard to item No. 22, Mr. S. W. R. Dias Bandaranaike spoke upon the subject of the recommendation.

The Chairman explained the precedents governing such cases and the recommendation of the Standing Committee was adopted.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of April 25, 1928.

(3) To consider:—(a) Letter No. FD/813, dated March 30, 1928, from the Chairman, Municipal Education District Committee, Colombo, requesting a special grant of Rs. 500 to meet the cost of a treat to school children in connection with the celebration on June 3 of the birthday of His Majesty the King.—(b) A report of the Municipal Treasurer dated April 18, 1928; (c) A memorandum of the Chairman.—Recommended and that supplemental provision be sanctioned.

(4) To consider:—(a) An application from Mr. S. Abraham, Playground Instructor, for a course of training in the School of Physical Education at Madras, which begins in July.—(b) A memorandum thereon of the Chairman.—Recommended at a cost not to exceed Rs. 475 and that supplemental provision for this amount be sanctioned.

(5) To consider a report of the Municipal Treasurer, dated April 19, 1928, with regard to the rents to be charged for the stalls at the Wellawatta Market, which will be ready for occupation from June 1 next.—Recommended that the following rents be charged:—Meat stalls (10): Rs. 65 a month for each stall; Fish stalls (12): Rs. 15 a month for each stall; Vegetable stalls (20): Rs. 4 a month for each stall. In the event of their not being taken on a monthly rent a daily rent of 15 cents will be charged.

(8) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 274.33 to A. Vellakannu, coolly, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 226 months and his average monthly pay of Rs. 21.85.—Recommended.

(9) To recommend, under section 27 of the Municipal Council Pension Minute, the grant of a pension, with effect from March 1, 1928, of Rs. 278.25 a year to A. R. Hassim, Fireman of the Fire Brigade, who is found unfit by a Medical Board for further service. The pension is based on his service of 265 months (including 60 months climatic allowance) and his salary of Rs. 756 a year.—Recommended.

(10) To recommend, under section 2 of the Municipal Council Pension Minute, the grant of a pension, with effect from January 1, 1929, of Rs. 360 a year to Lamina Fernando, Town Crier, Municipal Treasurer's Department, on his retirement from the Council's service. The pension is based on his service of 480 months (including 60 months climatic allowance) and his salary of Rs. 540 a year.—Recommended.

(11) To consider a memorandum of the Municipal Treasurer, dated April 17, 1928, with regard to leave to Dr. D. W. Perera, Medical Officer, Slave Island Dispensary, recommending:—(a) That, under section 6 of the Municipal Council Leave Minute, the excess leave of 3 days over 42 days granted to him in 1927 be sanctioned; (b) That, under section 10 (iii.) of the Municipal Council Leave Minute, excess leave of 3 days over 91 days granted in 1927 be set off against the lapsed leave available of 73 days in respect of 1914 and 1915.—Recommended.

(12) To consider a memorandum of the Municipal Treasurer, dated April 19, 1928, with regard to leave to Mr. V. Nadarajah, Clerk, Division I., of his Department, recommending:—(a) That, under section 6 of the Municipal Council Leave Minute, the excess leave of 33 days over 42 days granted to him be sanctioned; (b) That, under section 10 (iii.) of the Municipal Council Leave Minute, the excess leave of 33 days over 91 days granted to him be set off against the lapsed leave available of 46 days in respect of 1924 and 1925.—Recommended.

(13) To consider an application from Dr. C. V. Aserappa, Medical Officer of Health, for 8 months and 13 days leave out of the Island, commencing from July 23, 1928, as follows:—Vacation leave 3 months and 26 days, commuted half-pay leave 4 months and 17 days, total 8 months and 13 days.—Recommended.

(14) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list (as per annexure A) to the parties named, on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Extracts from the Minutes of the Special Committee regarding the building of the New Town Hall of April 27, 1928.

(3) To consider an application from the New Town Hall Refreshment Club requesting:—(a) That the rooms intended for the Club be handed over to the Club as early as possible.—(b) That a few alterations and improvements to these rooms, as shown in the sketch attached to the application, be made at an estimated cost of Rs. 1,800.—(c) Recommended and that supplemental provision for the amount (Rs. 1,800) be sanctioned.

(3) To consider the tenders received for the supply of the following for the Municipal Hall:—(1) 250 ordinary office chairs with arms; (2) 250 ordinary office chairs without arms.

Note.—The total cost involved is Rs. 3,187.50, and supplemental provision is necessary.—Recommended that the tender of the Colombo Stores be accepted, namely, Rs. 7.25 each for chairs with arms, and Rs. 5.50 each for chairs without arms, provided that the Chairman is satisfied with samples which should be called for and submitted. Also recommended that supplemental provision for Rs. 3,187.50 be sanctioned.

(4) To consider the report of the Sub-Committee re irregularities in connection with the check rolls at the New Town Hall.—Recommended that the report of the Sub-Committee (vide Annexure C) be adopted.

(5) To consider:—(a) An application from Mr. J. J. Nathanielsz, the Supervising Engineer and Clerk of Works, New Town Hall Building, for the grant to him, irrespective of any other pecuniary consideration the Special Committee may recommend, of 6 months' leave on full pay, with effect from May 1, 1928, in view of his four years of very strenuous and continuous work in the Council's service.—(b) A report of the Municipal Treasurer: (c) A memorandum thereon of the Chairman.—Recommended that on the analogy of Government General Order 267, the Supervising Engineer be granted three months' leave on full pay.

(8) With reference to the sum of Rs. 282 sanctioned by Council on April 4, 1928, for the purchase of Flambeaux shades globe carriers, &c., to avoid any damage to the alabaster bowls in the Council Chamber by the heat given off by the globes of the 6 pedestal lamps, to consider :—(a) Letter No. TH/11 of April 17, 1928, from Messrs. Booty & Edwards ; (b) A memorandum thereon of the Chairman.—In reference to the resolution of the Council of April 4, 1928, recommended that Messrs. Walker, Sons & Co., Ltd., be requested to supply and fit the Flambeaux shades globe carriers, &c., at a cost of Rs. 282 for the 6 pedestal lamps.

(8) To consider :—(a) The suggestion of the Architect that in order to prevent persons tripping from the steps between open verandahs round courtyards in the New Town Hall, broad nosing treads be fixed to make the steps obvious.—(b) The estimates of the Municipal Engineer. (1) For brass treads, (2) for iron treads.—Recommended that brass treads be fitted and that supplemental provision of Rs. 450 be sanctioned.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extract from the Minutes of the Standing Committee on Law and General Subjects of March 24, 1928.

(9) To consider memoranda of the Chairman, dated December 19, 1927, and February 20, 1928, on the draft by-laws regarding the milk supply in the city.—Recommended that the by-laws, as contained in Annexure B, be adopted. Mr. S. W. R. Dias Bandaranaike dissenting with regard to by-laws 5 and 7.

Resolution of Council of April 4, 1928.

With regard to item No. 9, Mr. T. G. Jayewardene moved that the consideration of the matter be deferred till the next meeting of Council and that the papers be circulated meanwhile. Dr. S. Muttiah seconded.—Carried.

Resolution.

With regard to above item (corresponding to item No. 2 of the extracts from the Minutes of the Standing Committee on Sanitation and Markets of March 20, 1928), Mr. T. G. Jayewardene moved that the matter be referred to the Four Standing Committees for consideration. Dr. E. V. Ratnam seconded.—Carried.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of April 28, 1928.

(2) To consider a petition presented through Dr. S. Muttiah, M.M.C., in Council, on March 7, 1928, from the residents of Java lane praying that steps be taken to prohibit the use of Java lane and Ingham street by all kinds of motor vehicles.—Recommended that the use by motor lorries and buses of Java lane be prohibited, and that the following by-law be approved :—“The use of the road known as Java lane by motor lorries and motor buses is hereby prohibited.”

(3) To consider a memorandum of the Chairman, dated March 12, 1928, with regard to rule 14 of the Municipal Council Pension Minute.—Recommended that the Council ask His Excellency the Governor in Executive Council that Pension Rule 14 be abolished, and that in its place the following rule be substituted :—

New Rule 14.

Should a Municipal officer or servant to whom a pension has been awarded take salaried employment under the Council his pension shall cease to be paid, whilst he is so employed, if the official income of his new office is equal to the salary of the appointment from which he retired. But if such official income is less than the salary of his last former office, then so much of his pension shall be paid as shall make up his income to the amount of his salary last drawn by him previously to his retirement.

On final retirement the original pension shall be payable, irrespective of such additional pension as shall have been earned in respect of such re-employment, but subject, nevertheless, to a re-distribution of the additional five years commonly known as “climate allowance.” In no case shall more than five years’ climate allowance be granted to any one person.

(4) To recommend that, in terms of the provisions of section 70 (1)(g) of Motor Car Ordinance, 1927, the following regulation be passed :—A fee of Rs. 5 per month shall be charged for licences for the use of public stands provided or allotted for the use of hiring cars as from January 1, 1928.—Recommended that the following by-law be passed, in terms of the provisions of section 70 (1) (g) of the Motor Car Ordinance of 1927 :—A licence fee of Rs. 5 per month may be charged by the Colombo Municipal Council for licences for the use of public stands provided or allotted, within the Municipality of Colombo, for the use of hiring cars as from January 1, 1928.

(5) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list (as per Annexure A) to the parties named, on payment all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Dr. E. V. Ratnam moved that the Council do resume, and that the resolutions of Council in Committee, as amended, be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

10. The following documents were laid on the table :—

- (1) Statements of receipts and disbursements from January 1 to February 29, 1928, and progress reports showing expenditure for February, 1928.
- (2) Weekly statements *re* plague.
- (3) Attendance return of Committees of the Municipal Council for 1928.
- (4) C. I. L. Band Programme for May, 1928.

(5) Return of average daily supply and consumption of water for March, 1928.

(6) The Municipal Engineer's report for March, 1928, on the condition of tramway routes.

(7) The Drainage Engineer's report on House Drainage, No. 204 for March, 1928.

(8) Diaries of the following officers for the month of April, 1928, with a statement of outdoor work done :—

Municipal Engineer's Department :—The Municipal Engineer; the Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Assistant Drainage Engineer; the Engineer, Roads; the Engineer, Buildings; the Engineer, Sanitation; the Mechanical Engineer; the Engineer, House Drainage; the Construction Engineer; Maintenance Inspectors (three); and the Chief Playground Instructor.

Waterworks Department :—The Chief Assistant Waterworks Engineer and the Assistant Engineer. (The Waterworks Engineer was on leave.)

Public Health Department :—The Medical Officer of Health, Chief Assistant Medical Officer of Health, 2nd Assistant Medical Officer of Health, the 3rd Assistant Medical Officer of Health, and the City Microbiologist.

Veterinary Department :—Veterinary Surgeon and Veterinary Inspectors (four).

Municipal Treasurer's Department :—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).

Municipal Assessor's Department :—The Municipal Assessor and the Assistant Municipal Assessor.

(9) Monthly reports of work done by the following officers for—

(a) The month of March, 1928 :—

The Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Mechanical Engineer; the Engineer, Roads; the Engineer, Buildings; the Engineer, Sanitation; and the Construction Engineer.

(b) The month of April, 1928 :—

The City Analyst and the City Microbiologist.

Confirmed on June 6, 1928.

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE A.

List referred to in Item regarding Reconveyance of Properties, vested in Council.

Premises.	To be reconveyed to	Sum paid. Rs. c.	Quarter up to which Payment is made.
(1) 392/232, Dematagoda road (Reg. No. 617)	Ahmed Ali Abdul Latiff	651 13	4th quarter, 1927

ANNEXURE B.

Proposed By-laws.

Made under Section 110 (19) of Ordinance No. 6 of 1910.

1. The Chairman may from time to time require every occupier or owner of a house or premises to furnish a report showing the number and description of cows (including buffaloes), kept on such premises, and the names of the persons to whom they belong, and every such occupier or owner shall be bound to furnish such return filled in with correct information within one week after being so required to furnish it.

2. Every owner or person in charge of a cow kept within Municipal limits shall, notwithstanding that the report referred to in by-law No. 1 shall not have been called for by the Chairman, apply for the registration of the cow.

3. The particulars so furnished shall be entered in a register and a certificate of such registration shall be issued to the owner of such cows.

4. Every person having in his possession any cow or she-buffalo shall produce the certificate of registration issued therefor whenever so required by the Chairman or by any person authorized by him in writing.

5. A metal ticket or badge with the certificate number and the year of issue stamped thereon shall be issued free of cost in respect of each cow or she-buffalo registered.

6. Every cow or she-buffalo without a ticket or badge attached to it shall be liable to seizure and the owner or person in charge thereof shall be liable to a fine not exceeding Rs. 10. Should such cow not be claimed within 7 days, it may be sold and the proceeds of such sale shall be paid into the Municipal revenue. No such cow or she-buffalo so seized shall be delivered to the owner except upon payment of a fee of Re. 1 for the use of the person by whom the same shall have been seized and a further sum of 30 cents per day for feeding charges.

7. No cow shall be milked except (a) in a registered dairy or (b) within the premises whereon the milk of such cow is ordinarily consumed. Should milk drawn within any premises other than a registered dairy be removed from such premises, except upon a written permit signed by the Chairman or by any person authorized by him, the owner of the cow and the person in whose possession the milk was found shall be guilty of an offence.

8. Every person who shall keep more than two cows shall either keep them in a registered dairy, or in a Municipal dairy when established, between 5 P.M. and 6 A.M., or shall provide (a) a properly constructed, paved and cemented, ventilated, lighted, and drained cow shed, (b) a sufficient water supply from the town service.

9. Any person who commits a breach of any of these by-laws or disregards any requirement made thereunder shall be liable, on prosecution by any Municipal or Police Officer, to a fine not exceeding Rs. 50 where no other penalty is provided.

ANNEXURE C.

Report of the Sub-Committee of the New Town Hall Building Committee.

We were appointed on February 17, 1928, a Sub-Committee on the New Town Hall Building Committee to inquire into the irregularities disclosed by the reports of the Internal Audit dated December 13, 1927, and December 19, 1927. We held meetings on February 23, February 27, March 2, March 20, and April 2. We examined the following witnesses,

viz., Mr. J. J. Nathanielsz (Supervising Engineer), J. P. Weerakoon (Overseer), R. F. Solomons (Timekeeper), H. S. Morel (Clerk), K. G. Fernando (Mason), Sangaran (Mason), F. L. Fernando (Sub-Overseer), and E. Weinman (Overseer). We endeavoured to obtain the evidence of G. J. Fernando and W. E. Vanderheyden (Overseers), but both of them have left the Council's service, and did not attend the inquiries although instructed to do so.

2. It may be well to begin our report by explaining the system of marking attendances in force at the New Town Hall. Each workman is supposed to have a brass ticket with his number stamped thereon. These brass tickets are hung upon a board. When the workmen come in the morning their brass tickets are removed from the board and handed to the workmen. When they leave work the brass tickets are replaced after having been dropped into a box at the ticket board room by the workmen. The absence of the brass ticket from its place on the board, therefore, indicates that the workman is present and working. There is a timekeeper who keeps a pocket checkroll. He marks the men present and absent on the pocket checkroll by noting the removal or non-removal of their brass tickets from the board. The office checkroll, which is really the pay sheet and will be referred to hereafter as the pay sheet, is a copy of the timekeeper's checkroll. It is upon this document, the pay sheet, that the men are paid at the end of the month. Each Overseer keeps a pocket checkroll of the men in his gang and he marks them present or absent each day in this document by actually mustering the men. This document is made up independently of the Timekeeper's pocket checkroll and the pay sheet, and should act as a check upon them. The Timekeeper is also supposed to visit each gang daily to verify that the workmen are at work.

3. At 2.30 P.M. on December 12, 1927, Internal Audit made a surprise inspection at the New Town Hall and observed a number of irregularities. In particular although the brass tickets of B. T. 114 Albert, B. T. 58 John Sinno, and B. T. 214 James Appu were not on the board indicating that they were at work at the time of the inspection, yet their presence or absence was not marked in the Timekeeper's checkroll nor were they (tickets or men) anywhere to be found on the premises. At our inquiry we questioned Weerakoon, Overseer, in whose gang these three men are supposed to have worked, regarding them.

4. It then transpired (1) that they did not draw their October and November pay with the other workmen at the New Town Hall, but a day later at the Shroff's counter in the Pettah, although they were marked present on the pay days on the pay sheet and checkrolls, and (2) that although they were marked present in the Overseer's pocket checkroll from December 1 to 10 as well as in the Timekeeper's checkroll and pay sheet, they nevertheless did not draw their pay for December and have not drawn it up to date. Nor could Weerakoon, Overseer, produce them to us or tell us where to find them. He alleged that Solomons, Timekeeper, had discontinued them about December 12, the day of the first audit inspection.

5. The natural conclusion to be drawn from these facts is that these men did not work on the days on which their names appear on the checkrolls, but that their names were fictitiously added to the checkrolls in order that some one might dishonestly draw their pay. If it be asked who can be held responsible for this, the answer would appear to be—

- (a) That the facts do not amount to absolute proof that these are fictitious names, since the explanation that they were discontinued on December 12 is theoretically possible, but that
- (b) No practical man is likely to believe this explanation, and
- (c) That the absence of their brass tickets from the boards tends to show that Timekeeper Solomons was acting dishonestly and
- (d) Their being marked present in the Overseer's checkroll tends to show that Weerakoon, Overseer, was also acting dishonestly.

6. A further surprise audit inspection was made on December 16 and numerous further discrepancies noted. Into these discrepancies we made close inquiries.

7. B. T. 102 Palis Appu, B. T. 15 Edwin Sinno, and B. T. 219 Periyasamy are shown in Overseer Weerakoon's pocket checkroll as present from December 1 to 10. They disappeared a day or two after the audit inspection of December 12 and have not drawn any pay for December. Weerakoon cannot produce them, and the suspicion that they are fictitious workmen naturally arises. If so, Weerakoon is certainly responsible since they appear on his checkroll, and Solomons, since they appear on his pay sheet.

8. Since it was alleged by the Supervising Engineer that these discrepancies could only have occurred recently and certainly could not have been going on for a long time, we decided, in order to test this statement, to look into the checkrolls of an earlier month, and we chose at random the month of July, 1927. We found the July checkrolls as full of discrepancies as the later ones. Thus B. T. 207 Andi Sinno is shown throughout July in the pocket checkroll and pay sheet kept by Weerakoon (who was then Timekeeper), but is not marked present on any day in the month in Overseer Vanderheyden's pocket checkroll. B. T. 538 Sollamuttu is marked present on July 4, 5, 6, 7, and 8 in the pay sheet and Timekeeper's checkroll, but he does not appear in the Overseer's pocket checkroll. B. T. 152 Velangi appears present for 2 days in the pay sheet and Overseer's pocket checkroll, but the name does not appear in the Timekeeper's pocket checkroll.

9. Returning from the July to the later discrepancies we find that B. T. 194 O. N. Perera appears in the pocket checkroll of Timekeeper Solomons, and the pay sheet for October, November, and December, whereas his name does not appear at all in any Overseer's checkroll for those months. He was absent at the audit inspections of December 12 and 16. No such person can now be traced. This is perhaps the most remarkable case that has come before us, seeing that the name appears for three months on the pay sheet without any entry whatever regarding him in any Overseer's checkroll. For this, Timekeeper Solomons is clearly responsible. Similar though not quite such glaring discrepancies occur in the case of B. T. 223 B. Perera, although in this case the Supervising Engineer is aware of such a man's existence and states that he was discontinued on November 30. Yet he is marked present in the Overseer's (G. J. Fernando's) and the Timekeeper's checkrolls during the first half of December.

10. There were numerous other discrepancies of a similar character which it would be useless to go over in detail in this report. The same general character pervades them all and the same general conclusions arise from them. These conclusions are as follows:—

- (1) There are frequent discrepancies between the pay sheet and Timekeeper's checkroll on the one hand and Overseer's checkrolls on the other.
- (2) These discrepancies are far too frequent to be explained as clerical errors or mistakes due to mere carelessness.
- (3) It must be regarded as to all intents and purposes certain that (a) men who have no existence have been named on the checkrolls, and/or (b) real men have been marked present when they were absent.
- (4) Although from a strictly legal point of view these are cases of suspicion only, not amounting to complete proof, yet it is morally certain that the Timekeeper Solomons and the Overseer, J. P. Weerakoon, are guilty of conspiring to cheat the Council.
- (5) There is no proof in the evidence taken that any other overseer or employee of the Council was involved. The reports of internal audit show strong reason to believe that G. J. Fernando (Overseer), who was dismissed by the Supervising Engineer, was similarly guilty, but the Sub-Committee have had no opportunity of questioning him since he did not appear before it when ordered to do so.

11. One question remains to be dealt with, viz., the position of Mr. Nathanielsz, the Supervising Engineer, in this matter. It must firstly be emphasized that there is absolutely no ground for supposing that Mr. Nathanielsz has been in any way privy to the frauds which have been in progress. But there cannot be any doubt that the supervision exercised by him has been lax. His explanation is that his staff was insufficient and that he did as much as it was possible for him to do single-handed. We can only comment that, if so, it was his duty to have brought the necessity of further staff to the notice of the Council long ago. The system of having two sets of pocket checkrolls, one kept by the Timekeeper and one by the Overseers, was specially designed to render checking easy. If the Supervising Engineer had regularly compared these two documents he must have detected the fact that discrepancies between them were frequent. It also transpired in the course of the evidence that the Supervising Engineer had lent labour from the New Town Hall to two or three private persons to carry out private work. The Timekeeper Solomons alleged that this was done fraudulently and that it explains the discrepancies in the checkrolls and paysheet. We are satisfied that there was nothing fraudulent about the transactions. The labour lent by the Supervising Engineer was paid for by the private persons to whom it was lent, and was not charged against the Council. But the Supervising Engineer was, in our opinion, seriously to blame for lending labour at a time when he was fully aware that the Council was dissatisfied with the slow progress being made and when it must have been obvious that every available labourer should have been used to speed up the work.

12. Our recommendations are as follows:—

The Timekeeper Solomons who is under suspension has, it is understood, obtained employment elsewhere. He should be formally dismissed as from the date on which he was suspended. Overseer Weerakoon who is still working at the New Town Hall should be at once dismissed. There is no evidence against Overseer Weinman and Sub-Overseer F. L. Fernando and we are, therefore, of opinion that the reduction of pay which the Supervising Engineer imposed upon them was not justified. Their pay should be restored to the same amount as it was before the Supervising Engineer reduced it, and they should be paid the arrears due back to that date. We see no reason to make any recommendation in favour of any change in the system of keeping the checkrolls.

W. T. STACE,
Chairman, Municipal Council.
W. E. V. DE ROOY.
A. H. F. CLARKE.
M. L. M. REYAL.

Summary of Income and Expenditure from January 1 to March 31, 1928.

HEAD OF INCOME.	Estimated Income for 1928, as per Budget.		Income from January 1 to February 29, 1928.		Income for March, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
	A.—Taxes	240,250	0	78,146	0	62,673	92	140,819
B.—Licences	277,700	0	43,375	50	20,823	83	64,199	33
C.—Judicial fines	95,000	0	16,211	33	8,857	27	25,098	60
D.—Tolls	142,000	0	1,071	87	1,059	56	2,131	43
E.—Markets	146,200	0	25,167	39	12,705	96	37,873	35
F.—Slaughter-house	66,000	0	13,932	4	6,168	11	20,100	15
G.—Conservancy	9,500	0	1,053	26	1,582	96	2,636	22
H.—Cattle Mart and Quarantine Station	72,500	0	11,942	30	6,083	71	18,026	1
I.—Consolidated rate	3,450,000	0	808,999	5	259,896	99	1,068,896	4
K.—Water	941,000	0	128,907	23	104,003	42	2,12,910	65
L.—Rents	88,850	0	14,037	92	6,316	14	20,354	6
M.—Miscellaneous	1,582,400	0	36,702	8	150,758	22	187,460	30
Total	7,111,400	0	1,179,575	97	640,930	9	1,820,506	6

HEAD OF EXPENDITURE	Estimated Expenditure for 1928, including Supplementary Votes and un- spent Balances at 31-12-27 brought forward.		Expenditure from January 1 to February 29, 1928.		Expenditure for March, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
	A.—Non-effective charges	871,137	0	16,521	71	18,455	37	34,977
B.—Chairman	37,868	25	6,379	4	4,085	0	10,464	4
C.—Secretariat	110,656	69	25,942	6	7,494	96	33,437	2
D.—Treasurer's Department	312,974	0	44,096	15	19,442	6	63,538	21
E.—Veterinary Department	191,857	0	20,984	86	17,726	77	38,711	63
F.—Municipal Court	30,802	0	4,899	42	2,482	0	7,381	42
G.—Fire Brigade and Ambulances	107,860	25	10,453	37	6,193	84	16,647	21
H.—Public Health Department	517,368	0	62,978	97	45,763	5	108,742	2
I.—Engineer's Department	5,906,197	92	504,201	21	219,355	65	723,556	86
K.—Waterworks Department	563,380	79	72,929	27	40,513	12	113,442	39
L.—Assessing Department	113,072	0	14,649	69	8,131	52	22,781	21
M.—Public Library	20,223	0	2,496	79	894	44	3,391	23
N.—New Town Hall (capital expenditure)	—	—	38,571	86	2,419	71	40,991	57
Excess of income over expenditure carried to Balance Sheet	—	—	—	—	—	—	1,218,061	89
Total	8,783,416	90	825,104	40	392,957	49	1,820,506	6

The Town Hall,
Colombo, May 2, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, March 31, 1928.

LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.	
1. Loans outstanding :—						1. Capital expenditure :—						
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0				(a) Duplication of 30-inch water main and filtration works ..	3,476,673	19				
Less redemption of loan ..	206,933	26				(b) Colombo Drainage Works :—						
				2,793,066	74	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12				
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0			(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	928,839	61					
Less redemption of loan ..	763,789	38			(3) Public lavatories and house connections ..	705,252	10					
				10,309,190	62	(c) Raising of Labugama reservoir dam ..	319,293	76				
2. Grant in aid :—					(d) Town Hall at Victoria Park ..	1,450,016	26					
Government of Ceylon, Colombo Drainage Works ..	—		7,100,000	0	(e) Child Welfare Centre :—							
3. Sinking Fund Suspense Account :—					(1) Land ..	52,500	0					
(a) Waterworks loan ..	206,933	26			(2) Buildings ..	81,730	0			24,844,869	4	
(b) Colombo Drainage Works loan ..	763,789	38										
				970,722	64	2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—		8,819	46		
4. Permanent works executed out of revenue :—					3. Trunk Road Improvements ..	—		14,180	55			
(a) Waterworks ..	476,673	19			4. Advance accounts :—							
(b) Colombo Drainage Works (extensions to scheme) ..	798,679	69			(a) Miscellaneous ..	32,379	28					
(c) Town Hall at Victoria Park ..	156,327	77			(b) Municipal quarries ..	2,342	68					
				1,431,680	65	(c) Works pending recovery ..	19,825	33				
5. Amount received on realization of sinking funds investment and interest thereon ..	—		2,105,978	39	(d) Making articles for stock ..	6,975	86			42,886	7	
6. Insurance Fund and interest thereon ..	—		10,043	19	5. Sundry Debtors ..	—				83,326	45	
7. Child Welfare Centre :—					6. Expenditure on laying water mains in private streets ..	123,999	15					
(a) Contribution from War Memorial Fund and interest ..	94,077	2			Less recoveries from land-owners ..	84,482	33			39,516	82	
(b) Revenue contributions ..	52,500	0										
				146,577	2	7. Expenditure on aided house drainage ..	201,954	23				
8. Pettah Library Bequest and interest thereon ..	—		3,483	71	Less recoveries from owners ..	95,037	53			106,916	70	
9. Deposits :—												
(a) Pending execution of works ..	62,876	50			8. Stores on hand :—							
(b) Miscellaneous ..	143,744	3			(a) General ..	528,906	54					
				206,620	53	(b) Waterworks ..	350,507	35			879,413	89
10. Securities :—					9. Investments Account :—							
(a) Tenders ..	825	1			Ceylon Government 4 per cent. inscribed stock ..	930	0					
(b) Contractors ..	26,272	54			Ceylon Savings Bank ..	7,448	19					
(c) Water supply to shipping ..	35,000	0			Fixed deposit at :—							
(d) Municipal Council officials ..	37,309	8			Mercantile Bank of India ..	500	0					
(e) Lands ..	23,967	91			National Bank of India ..	10,000	0					
(f) Miscellaneous ..	62,527	80			Chartered Bank of India, Australia, and China ..	9,000	0					
(g) Upkeep of graves ..	2,565	0			Imperial Bank of India ..	1,113,096	61			1,140,974	80	
(h) Public Library ..	2,182	90										
				190,650	24	10. Cash :—						
11. Gratuities to minors held in trust ..	—		3,516	44	(a) At Imperial Bank of India on current account ..	318,586	33					
12. Suspense account ..	—		13,670	15	(b) In hand :—							
13. Receipts in advance ..	—		44,984	81	(1) With shroff, Municipal Council ..	1,349	70					
14. Sundry Creditors ..	—		15,866	45	(2) With Municipal Council officials ..	310	0					
15. Excess of assets over liabilities :—					(3) With Medical Officer, Infectious Diseases Hospital ..	32	10			320,278	13	
(a) Brought forward from 1927 ..	1,532,686	16										
(b) Excess of income over expenditure up to March 31, 1928, as per statement of income and expenditure ..	602,444	17										
				2, 35,130	33	Total ..				27,481,181	91	
Total ..				27,481,181	91	Total ..				27,481,181	91	

Statement of Receipts and Payments on Current Capital Works, March 31, 1928.

HEAD OF RECEIPT.	Receipts to December 31, 1927.		Receipts to March 31, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works :—						
(a) Loan funds	3,000,000	0	—	..	3,000,000	0
(b) Revenue contributions	476,673	19	—	..	476,673	19
2. Colombo Drainage Works :—						
(a) Loan funds	11,072,980	0	—	..	11,072,980	0
(b) Grant in aid	7,100,000	0	—	..	7,100,000	0
(c) Revenue contributions	777,760	11	20,919	58	798,679	69
3. Amount received on realization of sinking funds investment and interest thereon*	2,105,978	39	—	..	2,105,978	39
4. Town Hall at Victoria Park :—						
Revenue contributions	112,083	31	44,244	46	156,327	77
Total ..	24,645,475	0	65,164	4	24,710,639	4

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions ; (2) raising of Labugama reservoir dam ; (3) construction of Town Hall at Victoria Park.

HEAD OF PAYMENTS.	Estimate.	Payments to December 31, 1927.		Payments to March 31, 1928.		Total.		
		Rs.	c.	Rs.	c.		Rs.	c.
1. Duplication of 30-inch water main and filtration works	3,476,673	19	3,476,673	19	—	3,476,673	19	
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme	17,830,564	12	17,830,564	12	—	17,830,564	12	
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	928,839	61	907,275	12	21,564	49	928,839	61
(c) Public lavatories and house connections	705,252	10	705,897	1	644	91	705,252	10
3. Raising of Labugama Reservoir dam	319,293	76	319,293	76	—	319,293	76	
4. Town Hall at Victoria Park	1,577,343	44	1,405,771	80	44,244	46	1,450,016	26
Total ..	24,837,966	23	24,645,475	0	65,164	4	24,710,639	4

The Town Hall,
Colombo, May 2, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Summary of Income and Expenditure from January 1 to April 30, 1928.

HEAD OF INCOME.	Estimated Income for 1928, as per Budget.	Income from January 1 to March 31, 1928.		Income for for April, 1928.		Total.		
		Rs.	c.	Rs.	c.		Rs.	c.
A.—Taxes	240,250	0	140,819	92	48,927	8	189,747	0
B.—Licences	277,700	0	64,199	33	47,787	50	111,986	83
C.—Judicial fines	95,000	0	25,098	60	6,105	33	31,203	93
D.—Tolls	142,000	0	2,131	43	1,059	56	3,190	99
E.—Markets	146,200	0	37,873	35	12,643	14	50,516	49
F.—Slaughter-house	66,000	0	20,100	15	6,147	48	26,247	63
G.—Conservancy	9,500	0	2,636	22	871	60	3,507	82
H.—Cattle Mart and Quarantine Station	72,500	0	18,026	1	8,127	81	26,153	82
I.—Consolidated rate	3,450,000	0	1,068,896	4	415,072	83	1,483,968	87
K.—Water	941,000	0	232,910	65	77,102	84	310,013	49
L.—Rents	88,850	0	20,354	6	6,892	30	27,246	36
M.—Miscellaneous	1,582,400	0	187,460	30	13,367	75	200,828	5
Total ..	7,111,400	0	1,820,506	6	644,105	22	2,464,611	28

HEAD OF EXPENDITURE.	Estimated Expenditure for 1928, including Supplementary Votes and unspent Balances at 31-12-27 brought forward.		Expenditure from January 1 to March 31, 1928.		Expenditure for April, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
	A.—Non-effective charges ..	871,137	0	34,977	8	12,034	63	47,011
B.—Chairman ..	37,868	25	10,464	4	4,085	0	14,549	4
C.—Secretariat ..	113,156	69	33,437	2	7,254	83	40,691	85
D.—Treasurer's Department ..	312,974	0	63,538	21	27,162	20	90,700	41
E.—Veterinary Department ..	191,857	0	38,711	63	20,160	12	58,871	75
F.—Municipal Court ..	30,802	0	7,381	42	2,464	48	9,845	90
G.—Fire Brigade and Ambulances ..	107,860	25	16,647	21	6,338	54	22,985	75
H.—Public Health Department ..	517,388	0	108,742	2	39,034	35	147,776	37
I.—Engineer's Department ..	5,906,197	92	723,556	86	295,809	42	1,019,366	28
K.—Waterworks Department ..	563,380	79	113,442	39	26,333	7	139,775	46
L.—Assessing Department ..	113,072	0	22,781	21	7,865	71	30,646	92
M.—Public Library ..	20,223	0	3,391	23	1,181	0	4,572	23
N.—New Town Hall (capital expenditure) ..	—	—	40,991	57	43,898	64	84,890	21
Excess of income over expenditure carried to Balance Sheet ..	—	—	—	—	—	—	1,711,683	88
							752,927	40
Total ..	8,785,916	90	1,218,061	89	493,621	99	2,464,611	28

The Town Hall,
Colombo, May 24, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works, April 30, 1928.

HEAD OF RECEIPT.	Receipts to December 31, 1927.		Receipts to April 30, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works :—						
(a) Loan Funds ..	3,000,000	0	—	—	3,000,000	0
(b) Revenue contributions ..	476,673	19	—	—	476,673	19
2. Colombo Drainage Works :—						
(a) Loan funds ..	11,072,980	0	—	—	11,072,980	0
(b) Grant in aid ..	7,100,000	0	—	—	7,100,000	0
(c) Revenue contributions ..	777,760	11	30,582	8	808,342	19
3. Amount received on realization of sinking funds investment and interest thereon * ..	2,105,978	39	—	—	2,105,978	39
4. Town Hall at Victoria Park :—						
Revenue contributions ..	112,083	31	90,093	28	202,176	59
Total ..	24,645,475	0	120,675	36	24,766,150	36

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions ; (2) raising of Labugama reservoir dam ; (3) construction of Town Hall at Victoria Park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1927.		Payments to December 30, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works ..	3,476,673	19	3,476,673	19	—	—	3,476,673	19
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	938,502	11	907,275	12	31,226	99	938,502	11
(c) Public lavatories and house connections ..	705,252	10	705,897	1	644	91	705,252	10
3. Raising of Labugama Reservoir dam ..	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria Park ..	1,580,151	87	1,405,771	80	90,093	28	1,495,865	8
Total ..	24,850,437	15	24,645,475	0	120,675	36	24,766,150	36

The Town Hall,
Colombo, May 24, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, April 30, 1928.

LIABILITIES.		Rs. c.	Rs. c.	ASSETS.		Rs. c.	Rs. c.
1. Loans outstanding:—				1. Capital expenditure:—			
(a) Government of Ceylon, duplication of 30-inch water main, &c.	..	3,000,000 0		(a) Duplication of 30-inch water main and filtration works	..	3,476,673 19	
Less redemption of loan		206,933 26		(b) Colombo Drainage Works:—			
			2,793,066 74	(1) Works carried out by Resident Engineer as per modified scheme	..	17,830,564 12	
(b) Government of Ceylon, Colombo Drainage Works	..	11,072,980 0		(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	..	938,502 11	
Less redemption of loan	..	763,789 38		(3) Public lavatories and house connections	..	705,252 10	
			10,309,190 62	(c) Raising of Labugama reservoir dam	..	319,293 76	
2. Grant in aid:—				(d) Town Hall at Victoria Park	..	1,495,865 8	
Government of Ceylon, Colombo Drainage Works	..	—	7,100,000 0	(e) Child Welfare Centre:—			
3. Sinking Fund Suspense Account:—				(1) Land	..	52,500 0	
(a) Waterworks loan	..	206,933 26		(2) Buildings	..	81,730 0	
(b) Colombo Drainage Works loan	..	763,789 38					24,900,380 36
			970,722 64	2. Amounts advanced to Municipal Council officials for purchase of vehicles	..	—	8,819 85
4. Permanent works executed out of revenue:—				3. Trunk Road Improvements	..	—	14,180 55
(a) Waterworks	..	476,673 19		4. Advance accounts:—			
(b) Colombo Drainage Works (extensions to scheme)	..	808,342 19		(a) Miscellaneous	..	7,984 29	
(c) Town Hall at Victoria Park	..	202,176 59		(b) Municipal quarries	..	4,758 52	
			1,487,191 97	(c) Works pending recovery	..	20,439 21	
5. Amount received on realization of sinking funds, investment, and interest thereon	..	—	2,105,978 39	(d) Making articles for stock	..	8,277 9	
6. Insurance Fund and interest thereon	..	—	10,363 96				15,387 89
7. Child Welfare Centre:—				5. Sundry Debtors	..	—	17,274 7
(a) Contribution from War Memorial fund and interest	..	94,237 15		6. Expenditure on laying water mains in private streets	..	125,228 55	
(b) Revenue contribution	..	52,500 0		Less recoveries from land-owners	..	85,831 72	
			146,737 15				39,346 83
8. Pettah Library Bequest and interest thereon	..	—	3,514 19	7. Expenditure on aided house drainage	..	203,373 8	
9. Deposits:—				Less recoveries from owners	..	97,296 18	
(a) Pending execution of works	..	64,407 7					106,076 90
(b) Miscellaneous	..	142,015 97		8. Stores on hand:—			
			206,423 4	(a) General	..	539,400 89	
10. Securities:—				(b) Waterworks	..	349,018 95	
(a) Tenders	..	825 1					888,419 84
(b) Contractors	..	24,805 93		9. Investments account:—			
(c) Water supply to shipping	..	35,000 0		Ceylon Government 4 per cent. inscribed stock	..	930 0	
(d) Municipal Council officials	..	37,542 84		Ceylon Savings Bank	..	7,448 19	
(e) Lands	..	23,953 91		Fixed deposit at:—			
(f) Miscellaneous	..	62,256 10		Mercantile Bank of India	..	500 0	
(g) Upkeep of graves	..	2,565 0		National Bank of India	..	10,000 0	
(h) Public Library	..	2,282 90		Chartered Bank of India, Australia, and China	..	9,000 0	
			189,231 69	Imperial Bank of India	..	1,208,635 0	
11. Gratuities to minors held in trust	..	—	3,516 44				1,236,513 19
12. Suspense account	..	—	16,015 98	10. Cash:—			
13. Receipts in advance	..	—	9,864 26	(a) At Imperial Bank of India on current account	..	424,450 20	
14. Sundry Creditors	..	—	14,817 81	(b) In hand:—			
15. Excess of assets over liabilities:—				(1) With shroff, Municipal Council	..	1,056 66	
(a) Brought forward from 1927	..	1,532,686 16		(2) With Municipal Council officials	..	310 0	
(b) Excess of income over expenditure up to April 30, 1928, as per statement of income and expenditure	..	752,927 40		(3) With Medical Officer, Infectious Diseases Hospital	..	32 10	
			2,285,613 56				425,848 96
Total	..	—	27,652,248 44	Total	..	—	27,652,248 44

The Town Hall,
Colombo, May 24, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

LOCAL BOARD NOTICES.

The Dog Registration Ordinance of 1901.

THE following by-law framed by the Chairman of the Local Board of Moratuwa, under section 5 of the Dog Registration Ordinance, No. 25 of 1901, in place of the existing by-law 4 of the by-laws framed by the Local Board of Moratuwa, and published in *Gazette* of February 22, 1915, is published for general information.

Local Board Office,
Moratuwa, June 13, 1928.

R. N. THAINE,
Chairman.

By-law referred to.

*. A fee of 50 cents shall be charged for the issue of a certificate for each person who has a dog in his custody or possession. Provided that in the case of a person who possesses more than one dog a fee of Re. 1.50 shall be charged in respect of each additional dog so possessed, provided also that in the case of a dog which is under six months of age at the time of the issue of the certificate, no fee shall be chargeable at the time of issue; but the owner or the person in possession of it shall pay the fee as soon as the dog reaches the age of six months. Should any question at any time arise as to the age of any dog, the decision of the Chairman on the question of its age shall be final.

Notice of Sale, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses, &c., at Nawalapitiya mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and water rates, Nawalapitiya, for the 1st quarter, 1928, will be sold by public auction on July 9 and 10, 1928, on the spot at Nawalapitiya, at 8 A.M., in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with the lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

The Kachcheri,
Kandy, June 19, 1928.

W. D. GUNARATNA,
for Government Agent.

SCHEDULE.

Kotmale street: Nos. 13-14, 89, 99, 100, 101. Ambagamuwa street: 27, 43, 45, 47, 72, 73, 76-77, 78, 81, 81a, 82, 83, 96, 98, 99, 100, 101, 106b, 118-119, 120, 121, 127-128, 129, 136, 130. Dolosbage road: 52, 55, 59. Gampola road: 95. Hill road: 13-14, 16, 34, 39-40, 45, 63. Penitudumulla: 7, 7a, 8, 12, 22, 42, 44, 44a, 45, 46, 46a, 47, 47a, 48, 36a. Penikuduwa: 22, 27, 30-31, 32, 35, 36a. Karahandungala: 23, 29, 36, 38, 42, 44, 49, 69, 70, 71, 74, 80a, 81a, 81b, 83.

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

"The Local Government Ordinance, No. 11 of 1920."

NOTICE is hereby given that it is intended to hold an election of a member for the Western Ward of the Matale Urban District Council on Monday, July 16, 1928. Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons whose names appear in the electoral roll of the electoral division for which such candidate offers himself

for election. The nomination paper must be delivered at the office of the Matale Urban District Council on or before 12 noon on July 16, 1928.

If more than one candidate is nominated, a poll will be held on Saturday, July 28, 1928, at the Borron Memorial Hall, Matale. The poll will open at 9 A.M. and close at 4 P.M.

The Kachcheri, W. J. L. ROGERSON,
Matale, June 15, 1928. Assistant Government Agent.

ROAD COMMITTEE NOTICES.

Maskeliya-Cruden Branch Road.

(Improvements.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for improvements to 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, July 14, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 1,400.00
Private contributions .. Rs. 1,435.00

1st section, 27.68 lines.

Private contribution, Rs. 208.97.

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 298
Do.	.. Ovoea	.. 255
G. B. de Mowbray	.. Dotale	.. 108

2nd section, 52.80 lines.

Private contribution, Rs. 398.61.

ois Bros. & Co.	.. Queensland	.. 281
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3rd to 4th section, 89.22 lines.

Private contribution, Rs. 598.07.

Proprietors or Agents.	Estates.	Acreage.
Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
L. A. Wright	.. Dunnotar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
J. M. Robertson & Co.	.. Midlothian	.. 244
Do.	.. Mocha	.. 588

5th to 6th section, 30.38 lines.

Private contribution, Rs. 229.35.

J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 381
Do.	.. Bargrove	.. 221

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

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, June 11, 1928. Chairman.

Norwood-Upcot Branch Road.

(Improvements.)

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 improvements to 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, July 14, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 1,250.00
Private contributions .. Rs. 1,281.25

1st and 2nd sections, 1½ mile.
Private contribution, Rs. 202.73.

Proprietors or Agents.	Estates.	Acreeage.
M. Elton Lane	.. Halooowella	.. 244

3rd to 5th section, 2½ miles.
Private contribution, Rs. 405.48.

J. M. Robertson & Co.	.. Lanka and Craighill	.. 204
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6th section, ½ mile.
Private contribution, Rs. 40.54.

R. Cotesworth	.. Stockholm	.. 283
Do.	.. Lower Cruden	.. 194

7th section, ¾ mile.
Private contribution, Rs. 121.63.

Geo. Steuart & Co.	.. Mahagala	.. 290
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8th section, ¾ mile.
Private contribution, Rs. 121.64.

Geo. Steuart & Co.	.. Mahanilu	.. 290
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9th section, ½ mile.
Private contribution, Rs. 81.09.

Harrisons & Crosfield, Ltd.	.. Kineora	.. 245
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1st to 10th section, ¾ mile.
Private contribution, Rs. 121.63.

Geo. Steuart & Co.	.. Gouravilla	.. 706
Ceylon Tea Plantations Co.	.. Alton	.. 225
Do.	.. Beaconsfield	.. 168
Geo. Steuart & Co.	.. Minna	.. 277

11th to 12th section, 1 3/20 mile.
Private contribution, Rs. 186.51.

Mackwoods, Ltd.	.. Scarborough	.. 276
Geo. Steuart & Co.	.. Ormidale	.. 350
Do.	.. Anandale	.. 296
Do.	.. Cleveland	.. 340
Rosehaugh Tea Co.	.. Caledonia and Meeriacotta	.. 409
Fairlawn Estates Co.	.. Suriakanda	.. 224
Do.	.. Fairlawn	.. 287
Do.	.. Glencoe (Bargany)	.. 209
Scottish Ceylon Tea Co.	.. Mincing Lane	.. 194
R. J. Austin (George Steuart & Co., Agents)	.. Ladbrook	.. 208
Ceylon Tea Plantations Co.	.. Upcot	.. 232
Geo. Steuart & Co.	.. Strathspey	.. 231
Scottish Ceylon Tea Co., Agents	.. Blairavon	.. 177

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

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, June 11, 1928. Chairman.

Rambadagalla-Keppitigala Estate Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for maintenance of the above road during 1927-28, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," have assessed the proportion due by each estate in the district interested in the said road as follows:—

Maintenance estimate	.. Rs. 2,400
Government contribution	Rs. 750
Private contribution	Rs. 1,650
	Rs. 2,400

1st to 2nd section, 2 miles.

Total acreage, 1,926—Moiety of cost, Rs. 1,100—
Sectional rate, .57113—Total rate, .57113.

Proprietors or Agents.	Estates.	Acreeage.	Rs.	c.
Messrs. James Finlay & Co.	.. Ogodapola	.. 132	.. 75	39

1st to 3rd section, 3 miles.

Total acreage, 1,794—Moiety of cost, Rs. 550—
Sectional rate, .30657—Total rate, .87770.

Messrs. Carson & Co.	.. Nella Oola	.. 300	.. 263	31
Messrs. Harrisons & Crosfield, Ltd.	.. Maribe	.. 586	.. 514	34
Do.	.. Keppitigala	.. 708	.. 621	42
Mrs. Alice Kotalawala	.. Filed View	.. 200	.. 175	54

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to M. R. Harris, Esq., Chairman, Local Committee, Keppitigala estate, Matale, on or before June 30, 1928.

W. ABEYAWARDANE,
Provincial Road Committee's Office,
Kurunegala, June 19, 1928. for Chairman.

Branch Road from Kegalla-Polgahawela Road to Lowlands Estate.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for maintenance of the above road during 1927-28, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Government moiety	.. Rs. 800.00
Private contribution	Rs. 808.00
Less unexpended balance	Rs. 2.31
	Rs. 805.69

1st to 2nd section, 1 mile.

Total acreage, 829—Moiety of cost, Rs. 688.63—
Sectional rate, .8306—Total rate, .8306.

Proprietors or Agents.	Estates.	Acreeage.	Rs.	c.
Mr. Charles Peiris	.. Serapis	.. 60	.. 49	86

1st to 3rd section, 1 mile 17 chains.

Total acreage, 769—Moiety of cost, Rs. 117.06—
Sectional rate, .1522—Total rate, .9828.

Messrs. Lipton, Ltd.	.. Cairnhill	.. 132	.. 129	74
Do.	.. Lower Eadella	.. 20	.. 19	67
Do.	.. Lowlands	.. 65	.. 63	89
Do.	.. Upper Eadella	.. 438	.. 430	48
Do.	.. Lesmoir	.. 114	.. 112	5

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before June 30, 1928.

W. ABEYAWARDANE,
Provincial Road Committee's Office,
Kurunegala, June 19, 1928. for Chairman.

Mallawapitiya-Rambadagalla 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 maintenance of the above road during 1927-28, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Estimate D 306.

Government moiety .. Rs. 10,000·00
Private contribution Rs. 10,100·00
Less unexpended balance Rs. 428·27

Rs. 9,671·73

1st to 2nd section, 1 mile.

Total acreage, 11,216—Moiety of cost, Rs. 703·38—
Sectional rate, 06270—Total rate, 06270.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Mr. D. G. Saparamadu	Mallawapitiya	100	6	27
Mr. Simon Fernando	Uyandanawatta	100	6	27

1st to 3rd section, 1½ miles.

Total acreage, 11,016—Moiety of cost, Rs. 351·69—
Sectional rate, 03192—Total rate, 09462.

Mr. G. D. John Fernando	Uyandanawatta	60	5	68
Natchi Appa Chetty (attorney of K. M. P. R. Muttu Raman Chetty)	Dangahamulawatta	23	2	18
Dr. K. J. de Silva	Galpottewatta	70	6	63
Mr. C. P. Markus	Rhenil	165	15	61

1st to 4th section, 2 miles.

Total acreage, 10,698—Moiety of cost, Rs. 351·69—
Sectional rate, 03287—Total rate, 12749.

Dr. K. J. de Silva	Uyandanawatta	73	9	31
Mr. A. J. Vander Poor-ten	Lizzidale	214	27	28

1st to 5th section, 2½ miles.

Total acreage, 10,411—Moiety of cost, Rs. 351·69—
Sectional rate, 03378—Total rate, 16127.

Ran Banda, K. B. Dissanayake, and T. B. Dissanayake	Paragahamulawatta	40	6	46
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1st to 6th section, 3 miles.

Total acreage, 10,371—Moiety of cost, Rs. 351·69—
Sectional rate, 03391—Total rate, 19518.

Mrs. T. Tiru Navuk Arasu	Galgodawatta	84	16	40
Mr. Mohamed Ali, J.P. Kotakanda		30	5	86

1st to 7th section, 3½ miles.

Total acreage, 10,257—Moiety of cost, Rs. 351·69—
Sectional rate, 03428—Total rate, 22947.

Mr. Mohamed Ali, J.P. Kotakanda		100	22	95
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1st to 8th section, 4 miles.

Total acreage, 10,157—Moiety of cost, Rs. 351·69—
Sectional rate, 03462—Total rate, 26408.

Hon. Sir H. M. Fernando	Aspokunawatta	321	84	77
Mrs. A. M. Abeysekere	Lindapitiyawatta	56	14	79
Ravanna Mana Suppiah	Tingolewatta	48	12	68
Migolle Arachchi	Leeniyagolla	30	7	93
H. D. Sasira	Attikkagahamulawatta	30	7	93

1st to 9th section, 4½ miles.

Total acreage, 9,672—Moiety of cost, Rs. 351·69—
Sectional rate, 03636—Total rate, 30044.

Mr. F. N. Daniels	Kospotuoyewatta	180	54	8
Mr. T. B. Delwita	Pitawelawatta	64	19	24
Messrs. Lewis Brown & Co.	Shakerley	1,250	375	65

1st to 11th section, 5½ miles.

Total acreage, 8,178—Moiety of cost, Rs. 703·28—
Sectional rate, 086—Total rate, 38644.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Hon. Sir H. M. Fernando	Meegastenna	164	63	38

1st to 14th section, 7 miles.

Total acreage, 8,014—Moiety of cost, Rs. 1,055·07—
Sectional rate, 13165—Total rate, 51809.

Mr. A. J. Vander Poor-ten	Normandy	352	182	37
Mr. M. K. A. Hameed	Saranavalli Mallai	25	12	95
Mr. N. D. S. Silva	Labuhena and others	35	18	14
Siriwadiya Thevya	Kolongahalanda	80	41	45

1st to 16th section, 8 miles.

Total acreage, 7,522—Moiety of cost, Rs. 703·38—
Sectional rate, 09350—Total rate, 61159.

Messrs. Bosanquet & Co.	Pangalla	520	318	3
Mr. S. N. Saigu Thamby Marikar	Saravanavally	80	48	93

1st to 18th section, 9 miles.

Total acreage, 6,922—Moiety of cost, Rs. 703·38—
Sectional rate, 10161—Total rate, 71320.

Messrs. H. Don Carolis & Sons	Ridi Uyanwatta	233	166	18
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1st to 21st section, 10½ miles.

Total acreage, 6,689—Moiety of cost, Rs. 1,055·07—
Sectional rate, 15773—Total rate, 87093.

Peiris Appuhamy	Kadupalewatta	30	26	13
Muhantharam Lena Rala	Bombiyathalupatha	40	34	84
Mudiyanse	Bombriya Dalupota	22	19	16

1st to 23rd section, 11½ miles.

Total acreage, 6,597—Moiety of cost, Rs. 703·38—
Sectional rate, 10662—Total rate, 97755.

Messrs. Gordon Frazer & Co.	Ridigama	1,352	1,321	74
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1st to 24th section, 12 miles.

Total acreage, 5,245—Moiety of cost, Rs. 351·69—
Sectional rate, 06705—Total rate, 10446.

Ceylon Tea Plantations Co., Ltd.	Delhena	504	526	48
K. M. N. M. Ramanthan Chetty	Mary Land	140	146	24
Mr. J. N. Simpson	Nuwandeniya	101	105	51

1st to 25th section, 12½ miles.

Total acreage, 4,500—Moiety of cost, Rs. 351·69—
Sectional rate, 07815—Total rate, 112275.

Egoris Appuhamy	Veyangoda	36	40	42
Sadiris Appuhamy	do.	38	42	67
Mr. P. B. Delwita	Delwita Walawwa	24	26	95

1st to 26th section, 13 miles.

Total acreage, 4,402—Moiety of cost, Rs. 351·69—
Sectional rate, 07989—Total rate, 120264.

G. Perera	Kandawatta	40	48	11
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1st to 28th section, 14 miles.

Total acreage, 4,362—Moiety of cost, Rs. 527·79—
Sectional rate, 12099—Total rate, 132363.

Messrs. James Finlay & Co.	Delwita Group	2,568	3,399	18
Messrs. Carson & Co.	Nella Oola	300	397	19
Messrs. Harrison & Crosfield, Ltd.	Marlbe	586	775	75
Do.	Keppitigala	708	937	23
Mr. J. L. Kotelawala	Field View	200	264	73

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.

W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, June 19, 1928.

Mallawapitiya-Rambadagalla 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 maintenance of the bridge over the Kospotu-oya on the above road during 1927-28, the Provincial Road Committee, acting under the provisions of the "Branch Roads Ordinance, 1896," have assessed the proportion due by each estate to make up the private contributions:—

Estimate D 665.

Government moiety	Rs. 67.17
Private contribution	Rs. 67.83
Less unexpended balance	Rs. 55.26
	Rs. 12.57

9th to 28th section.

Total acreage, 9,672—Moiety of cost, Rs. 12.57—
Rate per acre, .001299.

Proprietors or Agents.	Estates	Acreage.	Amount.
			Rs. c.
Mr. F. N. Daniels	.. Kospotuyowatta	180	.. 0 23
Mr. T. B. Delwita	.. Pitawelawatta	64	.. 0 8
Messrs. Lewis Brown & Co.	.. Shakerley	1,250	.. 1 62
Hon. Sir H. M. Fernando	.. Meegastenna	164	.. 0 21
Mr. A. J. Vander Poorten	.. Normandy	352	.. 0 45
Mr. M. K. A. Hameed	Saranavalli Mallai	25	.. 0 3
Mr. N. D. S. Silva	.. Labuhena and others	35	.. 0 4
Siriwadiya Thevya	.. Kolongahalanda	80	.. 0 10
Messrs. Bosanquet & Co.	.. Pangalla	520	.. 0 68
Mr. S. N. Saigu Thamby Marikar	.. Saranavally	80	.. 0 10
Messrs. H. Don Carolis & Sons	.. Ridi Uyanawatta	233	.. 0 42
Peiris Appuhamy	.. Kadupalewatta	30	.. 0 3
Muhandiram Lena Rala	Bombiyathalupatha	40	.. 0 5
Mudiyanse	.. Bombriya Dalupota	22	.. 0 2
Messrs. Gordon Frazer & Co.	.. Ridigama	1,352	.. 1 75
Ceylon Tea Plantations Co.	.. Delhena	504	.. 0 65
K. M. N. M. Ramanthan Chetty	.. Mary Land	140	.. 0 18
Mr. J. N. Simpson	.. Nuwandeniya	101	.. 0 13
Egoris Appuhamy	.. Veynagoda	36	.. 0 4
Sadiris Appuhamy	.. do.	38	.. 0 5
Mr. P. B. Delwita	.. Delwita Walawwa	24	.. 0 3
G. Perera	.. Kandawatta	40	.. 0 5
Messrs. James Finlay & Co.	.. Delwita Group	2,568	.. 3 33
Messrs. Carson & Co.	Nella Oola	300	.. 0 38
Messrs. Harrison & Crosfield, Ltd.	.. Maribe	586	.. 0 76
Do.	.. Keppitigala	708	.. 0 91
Mr. J. L. Kotelawala	Field View	200	.. 0 25

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before June 30, 1928.

W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, June 19, 1928

Pilikada-Handurukkanda Estate Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road during 1927-28, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Government moiety	.. Rs. 750
Private contribution	.. Rs. 750

1st section, 28 chains.

Total acreage, 958—Moiety of cost, Rs. 179.80—
Sectional rate, .18768—Total rate, .18768.

Proprietors or Agents.	Estate.	Acreage.	Amount.
			Rs. c.
Heirs of Hon. Sir T. E. de Sampayo	.. Tempane	90	.. 16 89

1st to 2nd section, 68 chains.

Total acreage, 868—Moiety of cost, Rs. 311.03—
Sectional rate, .35832—Total rate, .546.

Messrs. D. C. Pedris & Son	.. Sylvakanda	201	.. 109 75
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1st to 3rd section, 1 mile 28 chains.

Total acreage, 667—Moiety of cost, Rs. 175.17—
Sectional rate, .26262—Total rate, .80862.

K. M. P. R. Kumaripe Chetty	.. Walpolakanda	125	.. 101 8
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1st to 4th section, 1 mile 48 chains.

Total acreage, 542—Moiety of cost, Rs. 84—
Sectional rate, .15498—Total rate, .9636.

Mr. O. F. Payne	.. Handurukkanda	542	.. 522 28
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Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to O. F. Payne, Esq., Chairman, Local Committee, Handurukkanda estate, Kurunegala, on or before June 30, 1928.

W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, June 19, 1928.

Mallawapitiya-Rambadagalla 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 reconstructing the bridge on the 13th mile of the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge, as follows:—

Government moiety	.. Rs. 6,236.68
Private contributions	.. Rs. 6,517.32

26th to 28th section.

Total acreage, 4,402—Moiety of cost, Rs. 6,517.32—
Rate per acre, 1.48053.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Mr. G. Perera	.. Kandawatta	40	.. 59 28
Messrs. James Finlay & Co.	.. Delwita Group	2,568	.. 3,802 0
Messrs. Carson & Co.	Nella Oola	300	.. 444 16
Messrs. Harrison & Crosfield, Ltd.	.. Maribe	586	.. 867 60
Do.	.. Keppitigala	708	.. 1,048 22
Mr. J. L. Kotelawala	Field View	200	.. 296 11

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before June 30, 1928.

W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, June 19, 1928.

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. 4,183.

(2) Date of Receipt: March 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): KASSEN OUD and PIETER OUD, trading as "WED. G. OUD PZ. & CO.," Peperstraat D 134/135, Purmerend, Holland; Manufacturers.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 43.

(6) Goods: Wines.

(7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, June 20, 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. 4,184.

(2) Date of receipt: March 19, 1928.

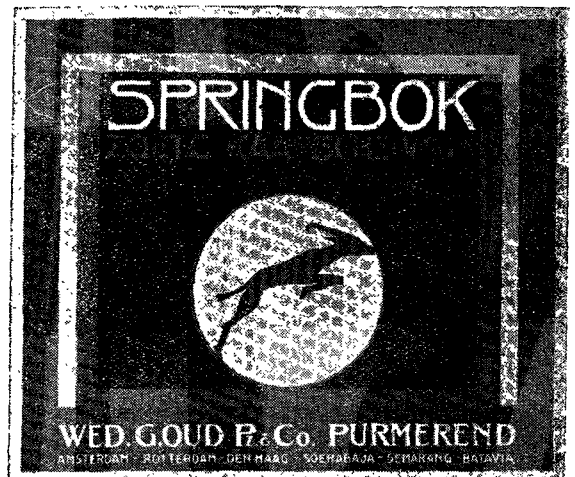
(3) Applicant (Proprietor of the Trade Mark): KASSEN OUD and PIETER OUD, trading as "WED. G. OUD PZ. & CO.," Peperstraat D 134/135, Purmerend, Holland; Manufacturers.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 43.

(6) Goods: Wines.

(7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, June 20, 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.

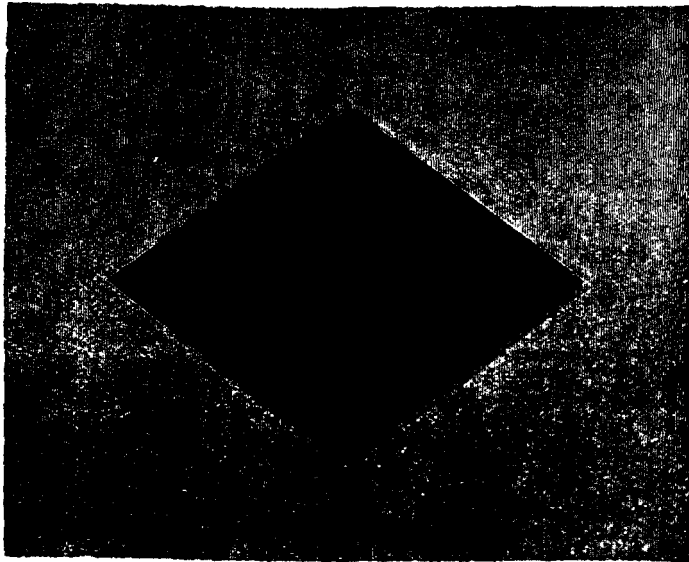
The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,238.

(2) Date of Receipt: April 2, 1928.

(3) Application (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.

- (4) Address for service in the Island, if any : C/o F. J. & G. de Saram, Colombo.
- (5) Class : 8.
- (6) Goods : Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments, and apparatus for teaching.
- (7) Representation of the Trade Mark :



The mark is restricted to the colours shown on the device, namely a dark blue diamond on an orange coloured background

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

6/ ✓
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 of 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. 4,250.

(2) Date of Receipt : April 16, 1928.

(3) Applicant (Proprietor of the Trade Mark) : PHOTOMATON PARENT CORPORATION, LIMITED (a Company duly incorporated under the English Companies Acts), Pinners Hall, Austin Friars, London, England; Manufacturers.

(4) Address for service in the Island : C/o Julius & Creasy, Colombo.

(5) Class : 39.

(6) Goods : Automatic photographic machines and photographs.

(7) Representation of the Trade Mark :

PHOTOMATON

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

26/ ✓
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. 4,252.

(2) Date of Receipt : April 16, 1928.

(3) Applicant (Proprietor of the Trade Mark) : PHOTOMATON PARENT CORPORATION, LIMITED (a Company duly incorporated under the English Companies Acts), Pinners Hall, Austin Friars, London, England; Manufacturers.

(4) Address for service in the Island : C/o Julius & Creasy, Colombo.

(5) Class : 39.

(6) Goods : Automatic photographic machines and photographs.

(7) Representation of the Trade Mark :

PHOTOMOVETTE

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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- (1) Trade Mark No. 4,260. *24/*
- (2) Date of Receipt: April 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): SOC. AN. F. SCO CINZANO & C. IA (a Joint Stock Company incorporated under the laws of Italy), 86, corso Vittorio Emanuele II, Turin, Italy; Producers and Merchants of wines, liqueurs, and non-alcoholic beverages.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 43.

(6) Goods: Liqueurs and all other fermented liquors and spirits in Class 43.

(7) Representation of the Trade Mark:

CINZANO

Registrar-General's Office, C. COOMARASWAMY,
Colombo, June 20, 1928. Registrar of Trade Marks.

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- (1) Trade Mark No. 4,261. *28/*
- (2) Date of Receipt: April 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): SOC. AN. F. SCO CINZANO & C. IA (a Joint Stock Company incorporated under the laws of Italy), 86, corso Vittorio Emanuele II, Turin, Italy, Producers and Merchants of wines, liqueurs, and non-alcoholic beverages.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 44.

(6) Goods: Non-alcoholic beverages and all other mineral and aerated waters, natural and artificial, including ginger beer in Class 44.

(7) Representation of the Trade Mark:

CINZANO

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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- (1) Trade Mark No. 4,262. *28/*
- (2) Date of Receipt: April 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): SOC. AN. F. SCO CINZANO & C. IA (a Joint Stock Company incorporated under the laws of Italy), 86, corso Vittorio Emanuele II, Turin, Italy; Producers and Merchants of wines, liqueurs, and non-alcoholic beverages.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 42.

(6) Goods: Wines in the nature of non-alcoholic cordials and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark:

CINZANO

Registrar-General's Office, C. COOMARASWAMY,
Colombo, June 20, 1928. Registrar of Trade Marks.

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- (1) Trade Mark No. 4,300. *28/*
- (2) Date of Receipt: May 18, 1928.

(3) Applicant (Proprietor of the Trade Mark): ASHTON & COMPANY (ESTD. 1787), LIMITED (a Company duly registered under the laws of Great Britain), 45, Chorlton treet, Manchester, England; Shipping Merchants.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 24.

(6) Goods: Piece goods composed wholly or mainly of cotton.

(7) Representation of the Trade Mark:

VISCOVETTA

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,312.

(2) Date of Receipt: May 26, 1928.

(3) Applicant (Proprietor of the Trade Mark): PEEK, FREAN & COMPANY, LIMITED (a Company incorporated under the English Companies' Acts), 158, Drummond road, London, S.E. 16, England; Manufacturers.

(4) Address for service in the Island: C/o Julius & Cressy, Colombo.

(5) Class: 42.

(6) Goods: Substances used as food or as ingredients in food.

(7) Representation of the Trade Mark:

VITA-WEAT

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,314.

(2) Date of Receipt: May 26, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames Horse, 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.

(7) Representation of the Trade Mark:

REGAL

Registrar-General's Office,
Colombo, June 20, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.