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# THE CEYLON GOVERNMENT GAZETTE

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## PART I.—GENERAL.

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COLOMBO :

H. ROSS COTTE, GOVERNMENT PRINTER, CEYLON.

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

L 481/228

### A PROCLAMATION.

H. J. STANLEY.

**KNOW** Ye that We, the Governor, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Diyadora Ihalakohota, Diyadora Ihalawatta, Diyadora Pahalaawatta, Udainguruwatta, and Falleinguruwatta in Mayurawati korale of the Dambadeni hatpattu of the Kurunegala District in the North-Western Province.

Colombo, June 29, 1928.

By His Excellency's command,

A. G. M. PERERA,  
Colonial Secretary.

GOD SAVE THE KING.

### SCHEDULE.

The land commonly called or known as Kandedaramukalana, situate in the village of Diyadora in Mayurawati korale of the Dambadeni hatpattu of the Kurunegala District, in the North-Western Province, containing in extent 15 acres and 22 perches, and shown as lot 99 in final village plan No. 928; and bounded as follows: on the north by lots 90c, 90A, and 90D in final village plan No. 928, on the east by lots 98, 99g, 99r, and 100 in final village plan No. 928, on the south by the village limit of Kandedagara, and on the west by lots 90a, 90, and 90a in final village plan No. 928.

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

No. 249 of 1928.

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

Mr. H. P. W. MELDER, Chief Clerk, Kurunegala Kachcheri, to be Extra Office Assistant to the Government Agent, North-Western Province, from June 22 to 30, 1928, inclusive, during the absence of Mr. R. H. D. MANDERS, or until further orders.

Mr. F. N. DANIELS to act as District Judge, Kurunegala, and Additional Commissioner of Requests and Police Magistrate, Kurunegala, on June 28, 1928, during the absence of Mr. D. H. BALFOUR, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANIGASEKERE to act as Commissioner of Requests and Police Magistrate, Dumbura, on June 21 and 22, 1928, during the absence of Mr. E. H. R. TENISON, or until the resumption of duties by that officer.

Mr. C. L. WICKRAMABINGHE to act as Commissioner of Requests and Police Magistrate, Galle; Additional District Judge, Galle; and Municipal Magistrate, Galle, from June 23 to 28, 1928, inclusive, during the absence of Mr. C. E. DE PIETRO, or until the resumption of duties by that officer.

Mr. E. G. M. GOONEWARDENA to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate, and Additional District Judge for the

judicial division of Kurunegala, from June 30 to July 2, 1928, inclusive, during the absence of Mr. D. C. R. GUNAWARDENA, 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 July 1 and 2, 1928, or until the resumption of duties by that officer.

Mr. E. B. WEERAKOON to act as Police Magistrate, Colombo, from June 23 to 25, 1928, inclusive, during the absence of Mr. H. P. KAUFMANN, or until the resumption of duties by that officer.

Mr. M. A. PERERA to be Additional Police Magistrate, Kandy, on July 6 and 7, 1928.

Mr. T. WEERARATNE to act, in addition to his other duties, as Additional Police Magistrate, Galle, with effect from June 25, 1928, until further orders.

Mr. H. J. M. WICKRAMARATNE to be Additional Police Magistrate, Balapitiya, on June 27, 1928.

Mr. N. DE ALWIS to be Additional Police Magistrate, Balapitiya, on June 29, 1928.

Mr. P. SARAYANAMUTTU to be, in addition to his own duties, Additional Police Magistrate, Mannar, from June 30 to July 3, 1928, inclusive.

Mr. H. BASNAYAKE to act as a Crown Counsel, with effect from June 25, 1928, until further orders.

Notification No. 242 of 1928 dated June 21, 1928, appearing in the *Gazette* of June 22, 1928, is hereby cancelled in so far as it relates to the appointment of Mr. H. BASNAYAKE to act as a Crown Counsel from June 25 to 30, 1928.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on July 3, 1928, during the absence on other duty of Mr. K. W. Y. ATUKORALA, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 29, 1928. Colonial Secretary.

No. 250 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Light Infantry, with effect from June 11, 1928.

To be Captain.

Lieutenant CHARLES JOSEPH DANE LANKTREE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 23, 1928. Colonial Secretary.

No. 251 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 of Ordinance No. 37 of 1921, to appoint Mr. FELIX R. DIAS to be a Member of the Board of Agriculture, during the absence in Europe of Sir SOLOMON DIAS BANDARANAIKE, K.C.M.G.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 29, 1928. Colonial Secretary.

No. 252 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. V. M. CHITTAMPALA Mudaliyar, to be an Inquirer for Pachchilaipali division of the Jaffna District from June 22 to 30, 1928, inclusive, during the absence of Mr. V. CHELLIAH.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 22, 1928. Colonial Secretary.

No. 253 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. G. W. VALLIPURAM to be an Inquirer for the Judicial District of Batticaloa.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 22, 1928. Colonial Secretary.

No. 254 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KARAI SIVACHIDAMBARA MAHESA SARMA of Pulavar House, Karainagar, to be a Notary Public throughout Valikamam West division of Jaffna District, with residence and office at Chankanai West, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 22, 1928. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CLEMENT ALEXANDER WILLATH-GAMUWA to be Additional Registrar of Lands of the Puttalam-Chilaw District, holding office at Puttalam, with effect from July 1, 1928, vice Mr. H. A. SILVA, transferred.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, June 23, 1928. Colonial Secretary.

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

Mr. MOOTATAMBY SUBRAMANIAM to act as Registrar of Lands, Trincomalee, for two days from May 31, 1928, during the absence of the Registrar, Mr. T. A. P. MYLVAGANAM, on leave.

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

IT is hereby notified that I have appointed MADUGALLE WALAWWE WJERATNA BANDA MADUGALLE to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uda Dumbura No. 1 Division, in the Kandy District of the Central Province, for nine days with effect from July 2, 1928, vice YAPARATNA EKANAYAKE YAPA MAHA MUDIYANSELAGE TIKIRI BANDA RAMBUKWELLE, on leave. His office will be at Gangoda-walawwa in Gangoda.

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

IT is hereby notified that I have appointed Dr. VEERAGATHI PILLAY DORASAMY as Medical Registrar of Births and Deaths of Teldeniya town division, in the Kandy District of the Central Province, with effect from June 22, 1928, vice Dr. CUTHBERT FELIX OBEYSEKERE, transferred. His office will be at the Government Hospital, Teldeniya.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, June 22, 1928. Registrar-General.

It is hereby notified that I have appointed Dr. JAYAWICKREMAGE SIMON FERNANDO as Medical Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, with effect from June 28, 1928, *vice* Dr. CLAUDIUS DENVER WICKREMASINGHA, transferred. His office will be at the Government Dispensary, Weligama.

Registrar-General's Office,  
Colombo, June 25, 1928.

C. COOMARASWAMY,  
Registrar-General.

It is hereby notified that I have appointed APPU-OUTTY APPUTHURAI as Deputy Medical Registrar of Births and Deaths of Lunugala town division, in the Badulla District of the Province of Uva, with effect from July 1, 1928, *vice* KASITHAMBY VELAUTHAMPILLAI, transferred. His office will be at the Civil Hospital, Lunugala.

Registrar-General's Office,  
Colombo, June 25, 1928.

C. COOMARASWAMY,  
Registrar-General.

It is hereby notified that I have appointed SAGOFAREED ABDUL SAMED as Deputy Medical Registrar of Births and Deaths of Badulla town division, in the Badulla District of the Province of Uva, with effect from July 1, 1928, *vice* DON EDWARD ABEYARATNA WICKREMASINGHE, transferred. His office will be at the Civil Hospital, Badulla.

Registrar-General's Office,  
Colombo, June 25, 1928.

C. COOMARASWAMY,  
Registrar-General.

It is hereby notified that I have appointed RANEROLE DE SILVA as Additional Deputy Medical Registrar of Births and Deaths of Badulla town division of the Badulla District of the Province of Uva, with effect from July 1, 1928, *vice* SAGOFAREED ABDUL SAMED, appointed Deputy Medical Registrar. His office will be at the Civil Hospital, Badulla.

Registrar-General's Office,  
Colombo, June 25, 1928.

C. COOMARASWAMY,  
Registrar-General.

It is hereby notified that I have appointed HETTIPATIRA KANKANAMALAGE KARNIS APPUHAMI to act as Registrar of Births and Deaths of Palle pattu division, and of Marriages (Kandyan and General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days, with effect from July 1, 1928, *vice* Registrar, DON CHARLES RANASINGHA, on leave. His office will be at Polkotuwewatta in Galature.

Registrar-General's Office,  
Colombo, June 25, 1928.

C. COOMARASWAMY,  
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed 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 seven days from June 16, 1928, during the absence of the Registrar, DON ARON PATHMAPERUMA, on leave. His office will be at Bogahawatta in Galagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed WEERAWARDANA PATIRANNEERLAOE DON BRAMFY to act as Registrar of Births and Deaths of Bem-mulla division, and of Marriages (General) of Meda pattu of

Siyane korale west division, in the Colombo District of the Western Province, for two days from June 26, 1928, during the absence of the Registrar, RAJAKARUNA LIYANA-ATUKORALAGE DIONIS PERERA, on leave. His office will be at Dewenimigahawatta in Pattalagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed COSTAPATABENDIGE JOSEPH MARIA EDMUND DALPADADO to act as Registrar of Marriages (General) of Local Board town and graves of Negombo division, in the Colombo District of the Western Province, for six days from June 29, 1928, during the absence of the Registrar, KURUKULASURIYA CHARLES MARCELINO LEITAN, on leave. His office will be at No. 34, Denzil road, Negombo.

The Additional Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIYANSELAGE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, for six days from June 24, 1928, during the absence of the Registrar, SAMARAKOON MUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Kotuwagedara in Ambagamuwa.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MEEMURE DISANAYAKE MUDIYANSELE KIRI BANDA to act as Registrar of Births and Deaths of Diyatilake korale division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for two days from June 22, 1928, during the absence of the Registrar, WIRASEKARA NISI MUDIYANSERALAHAMILLAGE NILAWATURE WALAWWE RAN BANDA, on leave. His office will be at Nilawatura Walawwawatta in Hanguranketa.

The Additional Assistant Provincial Registrar, Matale, has appointed DISANAYAKA BANDARALAGE NEKATTE WALAWWE BANDARE to act as Registrar of Births and Deaths of Kandapalle korale division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for three days from June 23, 1928, during the absence of the Registrar, EHELEPOLA UDAWALAWWE DISANAYAKA BANDARALAYE HEEN BANDA, on leave. His office will be at Mohottalaye Walawwa in Tolombagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for ten days from June 21, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed KALUHAT VALENTINE DE ABREW WIE-SINHA to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walalla-witi korale division, in the Galle District of the Southern Province, on June 22, 1928, during the absence of the Registrar, CORNELIS DE ZOYSA ABAYASIRIWARDENA, on leave. His offices will be at Hambanwatta in Godagedara for Births and Deaths and Mawatabodawatta in Pata-gangoda for Marriages.

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

The Assistant Provincial Registrar, Matara, has appointed Dr. JAYAWICKREMAGE SIMON FERNANDO to act as Medical Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, for fourteen days from June 15, 1928, during the absence of the Registrar, Dr. CLAUDIUS DENVER WICKREMASINGHA, transferred. His office will be at the Government Dispensary, Weligama.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES KUMASARU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages



(General) of Kandaboda pattu division, in the Matara District of the Southern Province, for three days from June 18, 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 DON ALWIS KURUPPU NANAYAKKARA to act as Registrar of Births and Deaths of Pategama division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for fourteen days from June 20, 1928, during the absence of the Registrar, DON DIAS KURUPPU NANAYAKKARA, deceased. His offices will be at Kinagahawatta in Pategama and Weligamageruppa in Kottagoda.

The Assistant Provincial Registrar, Matara, has appointed GANGODAGAMAGE DAVID DIAS GUNASEKARA to act as Registrar of Births and Deaths of Midigama division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for two days from June 21, 1928, during the absence of the Registrar, GANGODAGAMAGE DON ANDRIS DE SILVA, on leave. His offices will be at Dammalagegahalalhenewatta in Midigama and Bandaranyaka Walauwewatta in Hettiweediya in Weligama.

The Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for thirty days from May 26, 1928, during the absence of the Registrar, DIAS MARTIN WANGASEKARA, on leave. His office will be at Asokagaraya in Kamburupitiya.

The Assistant Provincial Registrar, Matara, has appointed DEONIS SENEVIRATNA YAPA KULATUNGA to act as Registrar of Births and Deaths of Deiyandara division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for ten days from June 28, 1928, during the absence of the Registrar, DON AGIRIS RAJAPAKSA, on leave. His offices will be at Katuwagahakoratuwa in Deiyandara and Sapugodagewatta in Radawela.

The Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKARA DISANAYAKE to act as Registrar of Births and Deaths of Paranagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from June 20, 1928, during the absence of the Registrar, CHETWYND ABESUNDERA WRASINHA, on leave. His office will be at Bulugahawatta *alias* Walauwewatta in Welipitiya.

The Assistant Provincial Registrar, Jaffna, has appointed KATIRITTAMPI SARAVANAMUTTU to act as Registrar of Marriages (General) of Pachchilaipali division, in the Jaffna District of the Northern Province, for nine days from June 22, 1928, during the absence of the Registrar, VYTLINGAM CHELLAIYA, on leave. His office will be at Mahesvariwasa in Periyapalai.

The Assistant Provincial Registrar, Jaffna, has appointed CELASTINUPPILLAI IGNATIUS to act as Registrar of Births and Deaths of Pandatarippu division, and of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for seven days from June 28, 1928, during the absence of the Registrar, RAYMOND CHRISTOPHER, on leave. His office will be at Raymond Villa in Sillalai.

The Assistant Provincial Registrar, Jaffna, has appointed JACOBPELLAI JAMES to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for ten days from June 29, 1928, during the absence of the Registrar, MICHAEL EDIRMANNASINGHE, on leave. His office will be at Iyankantarai in Karaiyur; station: Singa Lodge in Main street, Jaffna.

The Assistant Provincial Registrar, Mullaittivu, has appointed CHAMTAMPILLAI UDAIYAR NIKKILAPPILLAI to act as Registrar of Births and Deaths of Chinnacheddikulam West division, in the Mullaittivu District of the Northern Province, for three days from June 30, 1928, during the absence of the Registrar, MARISALPILLAI

UDAIYAR CHAMTAMPILLAI, on leave. His office will be at Udaiyavalavu, Kannaddi, and station at Vidanaivalavu, Suduventapulavu.

The Assistant Provincial Registrar, Batticaloa District, has appointed PARAMAKKUDIYAR CHINITTAMPI to act as Registrar of Births and Deaths of Manmunai East, South division, and of Marriages (General) of Manmunai pattu North-Central division, in the Batticaloa District of the Eastern Province, for four days from June 19, 1928, during the absence of the Registrar PARAMAKKUDI AIYAMPILLAI, on leave. His office will be at Arapattai.

The Assistant Provincial Registrar, Batticaloa District, has appointed KALENDARLEBBE MOHAMED IBERALEBBE to act as Registrar of Births and Deaths of Nintavur pattu division, in the Batticaloa District of the Eastern Province, for twenty-one days from June 20, 1928, *vice* Registrar, ALIYARLEVVATTIPPODI UMARULEVVAI, deceased. His office will be at Nintavur.

The Assistant Provincial Registrar, Trincomalee, has appointed SILAMPURALA UKKU BANDA to act as Registrar of Births and Deaths of Kaddukkulam South division, and of Marriages (General) of Kaddukkulam pattu west division, in the Trincomalee District of the Eastern Province, for fifteen days from July 1, 1928, during the absence of the Registrar, DINGIRALA SILAMPURALA, on leave. His office will be at Gomarasankadawela.

The Provincial Registrar, Kurunegala, has appointed RAJAGURU MUDIYANSELAGE APPUHAMY HUNUKUMBURE to act as Registrar of Births and Deaths of Tiragandahe korale west division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for five days from June 19, 1928, during the absence of the Registrar, RAJAGURU MUDIYANSELAGE LOKU BANDA HUNUKUMBURE, on leave. His office will be at Wanduragala.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Udapola Otota korale west division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, on June 20, 1928, during the absence of the Registrar, DASANAYAKA MUDIYANSELAGE KIRIMUDIYANSE, on leave. His office will be at Ratmalagoda.

The Provincial Registrar, Kurunegala, has appointed RAJAGURU MUDIYANSELAGE APPUHAMY HUNUKUMBURA to act as Registrar of Births and Deaths of Tiragandahe korale west division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for six days from June 25, 1928, during the absence of the Registrar, RAJAGURU MUDIYANSELAGE LOKU BANDA HUNUKUMBURA, on leave. His office will be at Wanduragala.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed KALUGAMAGE FRANCIS SALIS FERNANDO to act as Registrar of Births and Deaths of Kammal pattu division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for twenty-three days from July 3, 1928, during the absence of the Registrar, KALUGAMAGE JOHN FERNANDO, on leave. His office will be at Wennappuwa.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed RICHARD ALBERT WICKRAMANAYAKA to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for two days from June 20, 1928, during the absence of the Registrar, LEOPOLD FRANCIS EMMANUEL FERNANDO, on leave. His office will be at the Land Registry, Chilaw.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed SAMARAPPULI ARACHCHIGE HENDRICK SINNO of Maiyawa to act as Registrar of Births and Deaths of Anavilundan pattu north of Sengaloya No. 2 division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for nine days from June 20, 1928, during the absence of the Registrar, HITHAMY MUDALIGE BANDA APPUHAMY, on leave. His office will be at Maiyawa.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed LIYANAGE DON ALBANU NANAYAKKARA to act as Registrar of Births and Deaths of Mundel division, and of Marriages (General) of Mundel division, in the Puttalam District of the North-Western Province, for five days from June 29, 1928, during the absence of the Registrar, GONNAGE JUAN LIVERA, on leave. His office will be at Mundel.

The Assistant Provincial Registrar, Badulla, has appointed DENIPITTE IHALAGAMAGE JUWANIS APPUHAMY to act as Registrar of Births and Deaths of Wellawaya division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for fifteen days from June 20, 1928, during the absence of the Registrar, BALASURIYAGE DON SIMON DHARMAPALA, on leave. His office will be at Wellare.

The Provincial Registrar, Badulla, has appointed SAMARAKON JAYASEKERA MUDIYANSELAGE SUDU BANDA to act as Registrar of Births and Deaths of Yati palata division and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for fifteen days from July 1, 1928, during the absence of the Registrar, MEDAWELA VIDANELEGEDERA SAMARAKON JAYASEKERA MUDIYANSELAGE PUNOHIRALA, on leave. His office will be at Medawela.

The Provincial Registrar, Ratnapura, has appointed DASSANAYAKA MUDIYANSELAGE ARIYADASA to act as Registrar of Births and Deaths of Uda pattu division, and of Marriages (General) of Kukuluta korale division, in the Ratnapura District of the Province of Sabaragamuwa, for two days from June 21, 1928, during the absence of the

Registrar, DASSANAYAKA MUDIYANSELAGE ABBYWARDANA, on leave. His office will be at Muttettuwwatta in Gangalagamuwa.

The Provincial Registrar, Ratnapura, has appointed GAJANAYAKA MUDIYANSELAGE PUNCHI BANDARA to act as Registrar of Births and Deaths of Yainna division, and of Marriages (General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, on June 26, 1928, during the absence of the Registrar, GAJANAYAKA MUDIYANSELAGE DINGIRINAHATMAYA, on leave. His office will be at Pahalawatta in Hapurudeniya.

The Assistant Provincial Registrar, Kegalla, has appointed WIKRAMASINHA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Kirawell pattu west division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from June 19, 1928, during the absence of the Registrar, WIKRAMASINHA MUDIYANSELAGE MUDIYANSE, on leave. His office will be at Hitinawatta in Kukulpona.

The Assistant Provincial Registrar, Kegalla, 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 six days from June 21, 1928, during the absence of the Registrar, ANDRAYASPATABENDI TREYONS DE VAS GUNAWARDANA, on leave. His office will be at the Land Registry, Kegalla.

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

C. COOMARASWAMY,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

N 130/28

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of April 24, 1928, to grant the Colonial Auxiliary Forces Officers' Decoration to Lieutenant-Colonel Edward Oswald Mackwood of the Ceylon Garrison Artillery.

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

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

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

X 107/28

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 Dr. C. Sivasithamparam, Inspecting Medical Officer, Province of Uva, to be a Member of the Excise Advisory Committee for the Bandarawela Local Board area for the remainder of the current year ending September 30, 1928; *vice* Dr. A. Lloyd Pereira, resigned.

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

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

### Notification under Land Sale Regulation No. 59.

L 522/28

IN pursuance of land sale regulation 59, notice is hereby given that application has been made by the Honorary Secretary, Haldummulla Club, for the lease of the lands called Huriehelapatana and Dewalagama *alias* Haletitennahena, in extent 1 acre 5 perches and 1 rood 4 perches, respectively, situated in Haletitenna village, Kandapalla korale, of Wellawaya division in the Badulla District, Province of Uva, and described as lots 28x and 10a in final village plan No. 296, Uva, for the purpose of constructing an approach road to the Haldummulla Club and for parking of cars.

It is hereby notified that—

- (1) In consideration of the fact that lots 28x and 10a in final village plan No. 296 are to be used for the purpose of constructing an approach road to the said club and for parking cars.
- (2) And as it will be made a condition of lease that it may be forthwith terminated without payment of compensation, should the land be used without the sanction of the lessee for any other purpose.

The said land will be leased to the applicant without competition for a period of 30 years for the purpose above mentioned, at a premium and at an annual rental calculated at 6 per cent. of the appraised value, *viz.*, Rs. 100 per acre, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor, within six weeks from the date hereof.

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

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

## "THE EDUCATION ORDINANCE, NO. 1 OF 1920."

E 42/28

**BY-LAWS** made by the Education District Committee for the Province of Uva, under section 25 (1) of "The Education Ordinance, No. 1 of 1920," approved by the Board of Education and confirmed by His Excellency the Governor in Executive Council.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.Colonial Secretary's Office,  
Colombo, June 22, 1928.

## BY-LAWS REFERRED TO.

1. *Definitions.*—The terms "boy," "girl," and "child" shall mean a boy, or a girl, or a child residing in the area described in Schedule A hereto.

The term "attendance" shall mean an attendance for the period defined by the Code as constituting a full attendance recorded in an Attendance Register in the manner prescribed by the Code.

The term "Code" shall mean the Code for Assisted Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "District Committee" means the Education District Committee for the Province of Uva.

The term "school" shall mean any school recognized by the Director of Education and shall include the schools specified in Schedule B hereto.

The term "adequate and suitable provision for the education of a child" and "reasonable excuse" shall bear the same meaning as in section 25 (2) and (3) of "The Education Ordinance, No. 1 of 1920."

2. The Committee shall meet ordinarily at Badulla once every two months, on such dates as the Committee shall decide upon.

3. A record of the proceedings of meetings shall be kept in a book, and copies of such records circulated among members immediately after the meeting.

4. *Children to attend School.*—The parent of every child of not less than 6 years nor more than 14 years of age shall cause such child to attend school unless he has made other adequate and suitable provision for its education or unless there is reasonable excuse for non-attendance.

*Proviso 1.*—This rule shall not apply in the case (i.) of Muslim and Tamil girls over 10 years of age; (ii.) of other girls over 12 years of age.

*Proviso 2.*—It shall not apply in the case of boys residing at a distance exceeding 2 miles from any school.

*Proviso 3.*—It shall not apply where the place or residence is more than a mile distant from a school to (i.) girls; (ii.) boys under 8 years of age.

*Proviso 4.*—In the case of girls, the rule shall not apply unless such girls reside within the specified distance from any of the schools mentioned in the schedule hereto or any other school which may hereafter be included in the said schedule by the Committee after due notice has been given and unless a female teacher is appointed to such school.

## SCHEDULE REFERRED TO.

*Udukinda Division.*

## Government Schools.

1. Ettampitiya School.
2. Haputale School.

## Denominational Schools.

1. Bandarawela W. M. School.
2. Busdulla W. M. School.
3. Nugatalawa Buddhist School.
4. Palugama W. M. School.
5. Welimada W. M. School.

*Yatikinda Division.*

## Government Schools.

1. Bibilegama School.
2. Dikwella School.
3. Kumbalwela School.
4. Lumgala School.
5. Passara School.

## Denominational Schools.

1. Beddegama C. E. School.
2. Udawela W. M. School.
3. Badulla Girls' or Mixed Schools.

*Wiyaluwa Division.*

## Government Schools.

1. Soranatota School.
2. Tennepanguwa School.
3. Meegahakiula School.
4. Kandegedara School.

## Denominational Schools.

1. Taldena W. M. School.

*Wellassa Division.*

## Government Schools.

1. Medagama School.
2. Baduluwela School.

## Denominational Schools.

1. Bible W. M. School.
2. Nannapurawa W. M. School.
3. Dambagalla Buddhist School.

*Brittala Division.*

## Government Schools.

1. Muppene alias Moneragala School.
2. Okkampitiya School.
3. Badalkumbura School.

*Wellawaya Division.*

## Government Schools.

1. Kalupahana School.
2. Kosalanda School.
3. Wellawaya School.

## Denominational Schools.

1. Haldummulla W. M. School.

And provided always that when a child between 10 and 14 years of age, being beneficially employed to the satisfaction of the Chairman, Education District Committee, has received a certificate from an Inspector of Schools that he or she has passed in Reading, Writing, and Arithmetic, the examination prescribed by the Code for the Fourth Standard he or she shall not be required to attend school.

5. *Time of Attendance.*—The time during which every child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

6. *Religion.*—Nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the time when religious instruction is given, as provided by section 15 (2) of "The Education Ordinance, No. 1 of 1920";

(b) Shall make it conditional for any child on being admitted into a school that he shall attend any Sunday school or any place of religious worship or receive any instruction in religious subjects;

(c) Shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which its parent belongs.

7. Every parent who shall not observe, or shall neglect or violate these by laws or any of them, shall upon conviction be liable to a fine not exceeding Rs. 5 for each offence, and to an additional fine not exceeding Re. 1 per day in the case of a continuing offence.

8. No elementary school shall be kept open for the purpose of giving instruction to pupils for more than 6 hours a day including intervals for meals, &c. The hour at which school work should commence may be left to the discretion of the Manager or the Headmaster, but no school should open earlier than 8 A.M. or later than 10 A.M. The school time table should be approved by the Inspector of Schools.

9. No elementary school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or less than 180 days a year.

10. The area described in Schedule A hereto is declared to be an area within which efficient provision has been made in terms of section 25 (1) (c) of Ordinance No. 1 of 1920.

SCHEDULE A.

Province of Uva, *i.e.*, the Revenue District of Badulla, including the Local Board areas of Badulla and Bandarawela.

SCHEDULE B.

*Udukinda Division.*

Government Schools.

Gampaha V. B. S.  
Tuppitiya V. B. S.  
Loonuwatta V. B. S.  
Medawela V. B. S.  
Palugama V. B. S.  
Ettampitiya V. B. S.  
Udaperuwa V. M. S.  
Welimada V. B. S.  
Wangiyakumbura V. B. S.  
Gurutalawa Tamil School.  
Haputale V. B. S.

Grant-in-aid Schools or Recognized Schools.

Badulla W. M. M. S.  
Palugama W. M. G. S.  
Welimada W. M. G. S.  
Haputale C. M. M. S.  
Malpota Buddhist School.  
Nugatallawa Anglo-vernacular School.

*Yatikinda Division.*

Lunugala V. B. S.  
Passara V. M. S.  
Bibilegama V. M. S.  
Diwella V. M. S.  
Kumbalwela V. M. S.  
Spring Valley Estate Tamil School.  
Tonacombe Estate Tamil School.

Alutwelagama W. M. M. S.  
Beddegama V. B. S. (C. E.).  
Udawela W. M. M. S.  
Liyangahawela Buddhist School.

*Wiyaluwa Division.*

Soranatota V. B. S.  
Tennepanguwa V. M. S.  
Beramada V. B. S.  
Meegahakiula V. M. S.  
Pallewela V. B. S.  
Kandegedara V. M. S.  
Morahela V. B. S.

Taldena W. M. S.

*Wellassa Division.*

Mullehewa V. B. S.  
Pitakumbura V. B. S.  
Godigamuwa V. B. S. (T.).  
Medagama V. B. S.  
Polgahagama V. B. S.  
Baduluwela V. B. S.  
Siyambala-anduwa V. B. S.  
Bakinigahawela V. B. S. (M.)

Bibile W. M. B. S.  
Nannapurawa W. M. B. S.  
Dambagalla Buddhist School.

*Buttala Division.*

Badalkumbura V. B. S.  
Alupota Muslim School.  
Muppene *alias* Moneragala V. M. S.  
Pitakumbura V. B. S.  
Ottampitiya V. B. S.  
Buttala V. B. S.  
Hirimale V. B. S.

*Wellawaya Division.*

Kalupahanā V. M. S.  
Koslanda V. B. S.  
Wellawaya V. B. S.  
Bodagama V. B. S.  
Hambegamuwa V. B. S.

Haldunmulla W. M. S.

*Bintenna Division.*

Government Schools.

Alutnuwara V. B. S.  
 Uruniya V. B. S.  
 Baladangolla V. B. S.  
 Arawa V. B. S.  
 Ekiriyanakumbura V. B. S.

Grant-in-aid Schools or Recognized Schools.

*Badulla Local Board.*

Badulla Church of England Vernacular School.  
 Badulla C. M. S. Tamil School

*Bandarawela Local Board.*

Bandarawela W. M. M. S.

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

K 557/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
 Colonial Secretary.

## SCHEDULE.

Lots 147 and 148 in final village plan No. 1,518.

Name of land : Bakmigollemukalana.

Situation : Dunukewatta village in Gannewe korale, in Weudawili hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lots 141 and 144 in final village plan No. 1,518 ; east by lots 144 and 84 (road) in final village plan No. 1,518 ; south by the village limits of Kandehena (final village plan No. 1,519) ; west by lot 140 in final village plan No. 1,518.

Extent : 1 acre 1 rood and 23 perches.

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

K 510/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
 Colonial Secretary.

## SCHEDULE.

(i.) Lot 4 in final village plan No. 2,055.

Name of land : Makulagahamulaminiptiya.

Situation : Egodamulla village in Katugampola korale south in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by the village limits of Henegedara (final village plan No. 2,047) ; east by lot 5 in final village plan No. 2,055 ; south by lots Nos. 12 (cart track) and 3 (T. P. 373,486) in final village plan No. 2,055 ; west by lot 3 (T. P. 373,486) in final village plan No. 2,055.

Extent : 2 roods and 33 perches.

(ii.) Lot 101 in final village plan No. 2,057.

Name of land : Kahatagahamulaminiptiya.

Situation : Pattiyamulla village in Katugampola korale south of Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lot 94 (T. P. 377,565) in final village plan No. 2,057 ; east by lot 100 (T. P. 376,219) in final village plan No. 2,057 ; south and west by road.

Extent : 2 roods and 18 perches.

(iii.) Lot 19 in final village plan No. 2,072.

Name of land : Miniptiya.

Situation : Bulugaha-agare village in Karanda pattu korale of Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North and west by lot 18 (T. P. 380,335) in the final village plan No. 2,072 ; east by lot 20 in final village plan No. 2,072 ; south by the village limits of Hantihawa (final village plan No. 2,073).

Extent : 2 roods and 5 perches.

(iv.) Lot 12 in final village plan No. 2,088.

Name of land : Bulugahamulapitiya.

Situation : Nekati-Dampitiya village in Karanda pattu korale in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lot 7 in final village plan No. 2,088 ; and on all other sides by lot 13 (T. P. 383,379) in final village plan No. 2,088.

Extent : 2 roods and 2 perches.

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

K 531/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

(i.) Lot 4 in final village plan No. 2,014.

Name of land : Palugahapitiya.

Situation : Kahawala village in Yagam pattu korale, in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by Compasspara ; east by lot 5 (T. P. 351,606) in final village plan No. 2,014 ; south by lot 6 in final village plan No. 2,014 ; west by lot 3 (reservation for road) in final village plan No. 2,014.

Extent : 2 roods and 36 perches.

(ii.) Lot 23 in final village plan No. 2,038.

Name of land : Minipitiya.

Situation : Dummalasuriya village in Yagam pattu korale in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lot 14 in final village plan No. 2,038 ; east by lot 10 (path) in final village plan No. 2,038 ; south by lot 27 in final village plan No. 2,038 ; west by lots 27 and 22 in final village plan No. 2,038.

Extent : 1 acre 2 roods and 20 perches.

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

K 556/28

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the Cemeteries and Burials Ordinance, No. 9 of 1899, and on the recommendation of the "proper authority," to wit, the Government Agent of the Central Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground for the villagers of Kumbalgamuwa in Oyapalata korale of Walapane division, Nuwara Eliya District.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

Name of land : Madumanehena (lot 1 in preliminary plan No. 8,290).

Situation : Kumbalgamuwa village in Oyapalata korale of Walapane division, in Nuwara Eliya District, Central Province.

Boundaries : North by Madumanehena claimed by H. Dingirimenika ; east by Madumanehena claimed by D. Malhamy ; south by Madumanehena claimed by G. Punchirala ; west by the footpath from Kumbalgamuwa to Madumana.

Extent : 2 roods and 5 perches.

## "THE STAMP ORDINANCE, 1909."

F 562/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## COMPANY REFERRED TO.

The Alavi Tea and Rubber Estates Company, Limited.

## "THE STAMP ORDINANCE, 1909."

F 563/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## COMPANY REFERRED TO.

The Bristol Building Company, Limited.

## "THE STAMP ORDINANCE, 1909."

F 565/28

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

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

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

COMPANY REFERRED TO.  
The Agra Elbedde Tea Co., Ltd.

N 190/28

THE following revised Provisional Regulations which have been approved by His Majesty the King and are now in force, respecting Foreign Orders and Medals, applicable to persons (a) in the Service of the Crown, (b) not in the Service of the Crown, are published for information.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

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

Provisional.

A

Regulations respecting Foreign Orders and Medals applicable to Persons in the Service of the Crown.

Orders.

1. No person in the Service of the Crown shall accept or wear the Insignia of any Foreign Order without having previously obtained His Majesty's permission to do so, signified either—

- (a) By Warrant under the Royal Sign-Manual; or
- (b) By restricted permission conveyed through the Keeper of His Majesty's Privy Purse.

2. When permission is given by Warrant under the Royal Sign-Manual, the Insignia of the Foreign Order may be worn at all times and without any restriction.

When restricted permission is given the Insignia may only be worn on the occasions specified in the terms of the letter from the Keeper of His Majesty's Privy Purse conveying the Royal sanction.

3. Full and unrestricted permission by Warrant under the Royal Sign-Manual is contemplated in the following cases:—

For a Decoration conferred—

On an Officer in His Majesty's Naval, Military, or Air Forces lent to a Foreign Government; on an Officer in His Majesty's Naval, Military, or Air Forces attached by His Majesty's Government to a Foreign Navy, Army, or Air Force during hostilities; or on any British Official lent to a Foreign Government and not in receipt of any emoluments from British public funds during the period of such loan.

4. Restricted permission is particularly contemplated for Decorations which have been conferred in recognition of personal attention to a Foreign Sovereign, the Head of a Foreign State, or a member of a Foreign Royal Family, and which are therefore of a more or less complimentary character, but will also be granted for Decorations conferred on other exceptional occasions when in the public interest it is deemed expedient that they should be accepted.

5. Restricted permission will generally be given for Decorations conferred in the following cases, but, as indicated in the preceding paragraph, will not necessarily be limited to these cases:—

(1) On British Ambassadors or Ministers abroad when the King pays a State visit to the country to which they are accredited;

(Note.—A State visit is defined as one on which the King is accompanied by a Minister or High Official in attendance.)

(2) On Members of Deputations of British Regiments to Foreign Heads of States;

(3) On Members of Special Missions when the King is represented at a Foreign Coronation, Wedding, Funeral, or similar occasion; or on any Diplomatic Representative when specially accredited to represent His Majesty on such occasions (but not on the members of his Staff).

Restricted permission will not be given to—

(a) British Ambassadors or Ministers abroad when leaving, except on final retirement from His Majesty's Diplomatic Service and in respect of a decoration offered by the Head of State to whom they were last accredited;

(b) British Officers attending Foreign Manoeuvres;

(c) Naval Officers of British Squadrons visiting Foreign Waters.

6. Both in the case of full and of restricted permission the matter will be submitted to the King by His Majesty's Principal Secretary of State for Foreign Affairs, who shall be under no obligation to consider applications for permission unless the desire of the Head of a Foreign State to confer upon a British subject the Insignia of an Order is notified to him before the Order is conferred, either through the British Diplomatic Representative accredited to the Head of the Foreign State, or through the Diplomatic Representative of the latter at the Court of St. James.

7. When His Majesty's Principal Secretary of State for Foreign Affairs shall have taken the King's pleasure on any such application, and shall have obtained His Majesty's permission for the person in whose favour it has been made to wear the Insignia of a Foreign Order, he shall signify the same to His Majesty's Principal Secretary of State for the Home Department, in order that he may cause a Warrant, if it be a case for the issue of a Warrant as defined in Rule 2 to be prepared for the Royal Sign-Manual.

When such Warrant shall have been signed by the King, a notification thereof shall be inserted in the "Gazette."

Persons in whose favour such Warrants are issued will be required to pay to His Majesty's Principal Secretary of State for the Home Department a stamp duty of 10s.

8. The Warrant signifying His Majesty's permission may, at the request and at the expense of the person who has obtained it, be registered in the College of Arms. Every such Warrant as aforesaid shall contain a clause providing that His Majesty's licence and permission does not authorize the assumption of any style, appellation, precedence, or privilege appertaining to a Knight Bachelor of His Majesty's Realms.



*Medals.*

9. Medals, with the exceptions specified below, and State decorations not carrying membership of an Order of Chivalry, are subject to the regulations in the same manner as Orders, but permission is given by Letter and not by Royal Warrant.

10. Medals for saving or attempting to save life at sea or on land, whether conferred on behalf of the Head of Government of a Foreign State or by private Life Saving Societies or Institutions, may be accepted and worn without His Majesty's special permission.

Subject, however, in the case of Members of His Majesty's Naval, Military, or Air Forces to any restrictions imposed by the King's Regulations for those Services as to the wearing of such medals with uniforms.

Applications for His Majesty's permission to wear other Medals conferred by Private Societies or Institutions and Commemorative Medals cannot be entertained.

11. The King's unrestricted permission to accept and wear a Foreign War Medal will only be given to (1) Members of His Majesty's Naval, Military, or Air Forces if serving with a Foreign Army, Navy, or Air Force with His Majesty's licence, and (2) Military, Naval, or Air Attachés or Officers and other ranks and ratings officially attached to Foreign Armies, Navies, or Air Forces during hostilities.

12. In exceptional cases, when for special reasons it is deemed expedient that the acceptance of the Medal should not be declined, His Majesty will grant restricted permission. Such cases will be judged on their merits, and the circumstances in which the Medal may be worn will be specified in the Letter conveying His Majesty's permission.

*General.*

13. Ladies are subject to the Regulations in all respects in the same manner as men.

Foreign Office, March, 1928.

## "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

U 20/28

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

*Kurunegala.*

On the west by a line drawn from a point on the Puttalam road two chains on the north-west of its junction with the Circular road parallel with the Circular road, and at a distance of two chains from it up to the Wilgoda-ela, thence directly to a point on the Negombo road two chains to the west of its junction with the old Negombo road, otherwise called the Malkaduwwa Circular, and thence to a point two chains due south of the Negombo road; on the south by a line drawn from the southern end of the western boundary parallel with the said old Negombo road or Malkaduwwa Circular, and two chains distant from it as far as the Colombo road, thence straight to a point six chains south of the 1½ milepost on the Kandy road, and from this point to the ela; on the east along this ela to a point where the ela crosses the Kandy road, and from a line drawn from this point to the 1½ milepost on the Dambulla road, and thence to a point half a mile due north; on the north by a line drawn from the northern extremity of the eastern boundary to the northernmost point of the western boundary.

## "THE RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922."

A 120/26

WHEREAS by section 16 of "The Rubber Restriction Ordinance, No. 24 of 1922," as amended by Ordinance No. 22 of 1927, power is given to His Excellency the Governor in Executive Council whenever the amount standing to the credit of the Rubber Restriction Fund exceeds the sum of one hundred thousand rupees to order, if he thinks fit, that the whole or any part of the excess of the Fund over one hundred thousand rupees shall be devoted and applied to the furtherance and development of the rubber industry and to purposes connected therewith in such manner as may be provided in the order:

And whereas the amount now standing to the credit of the Rubber Restriction Fund is over four lakhs of rupees, and it is expedient that a part of the excess over one hundred thousand rupees shall be devoted and applied to the furtherance and development of the rubber industry in the manner following, viz. :—

- (1) In the opening up of 80 acres on the Experimental Station at Peradeniya immediately with budded rubber at a cost of Rs. 67,500;
- (2) In the opening up of seed gardens of selected rubber plants of known high-yielding capacity at a cost of Rs. 47,500; and
- (3) In the establishment of bud wood nurseries at a cost of Rs. 3,000.

Now, therefore, His Excellency the Governor is pleased, with the advice of the Executive Council, to order, and it is hereby ordered, that the sums of Rs. 67,500, Rs. 47,500, and Rs. 3,000, totalling Rs. 118,000, shall be applied and devoted in the manner aforesaid.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, June 14, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.



A 48/28

It is hereby notified that under section 11 (a) of Ordinance No. 17 of 1869, and of section 5 (1) of the Rubber Restriction Ordinance, No. 22 of 1927, the Legislative Council did, at its session on June 28, 1928, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Governor:—

That on and after the day following the date of this resolution, on the exportation of the following article there shall be imposed the Customs duty herein stated in lieu of the present duty:—

Rubber, per 100 lb.

Rs. c.

2 25

of which sum 75 cents shall be deemed to be appropriated under section 28 of "The Medical Wants Ordinance, No. 9 of 1912," for meeting the expenses of that Ordinance.

It is further notified that the said resolution has been duly submitted to and sanctioned by the Secretary of State for the Colonies as required by section 11 (b) of Ordinance No. 17 of 1869.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, June 28, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE LOCAL LOANS AND DEVELOPMENT ORDINANCE, NO. 22 OF 1916."

F 467/28

REGULATION made by the Commissioners and approved by His Excellency the Governor in Executive Council under the provisions of section 10 of the above-named Ordinance.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## REGULATION REFERRED TO.

Regulation 24 of the regulations dated October 24, 1921, published in *Government Gazette* No. 7,222 dated October 28, 1921, is hereby revoked and the following regulation substituted therefor:—

24. Loans to Co-operative and similar Societies shall be subject to the following conditions:—

- (a) The President of the Society applying for the loan shall be a person approved by the Registrar of Co-operative Societies.
- (b) The loan shall be recommended by the Registrar of Co-operative Societies.

## "THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

M 201/28

WHEREAS by a declaration dated April 16, 1928, the "proper authority," to wit, the Assistant Government Agent, Kegalla, declared the area in the schedule hereto annexed to be a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder: And whereas by a Notification dated April 20, 1928, and published in *Government Gazette* No. 7,639 of the same date, His Excellency the Governor in Executive Council was pleased to confirm the said declaration and to declare the said area to be a "diseased locality" until further notice:

It is hereby notified in terms of the said Notification dated April 20, 1928, that His Excellency the Governor in Executive Council has been pleased to order that the area described in the schedule hereto shall as from the date hereof cease to be a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

The area within the Sanitary Board limit of Dehiowita bounded as follows:—

- On the north by an imaginary line drawn from culvert No. 5 on the Dehiowita-Deraniyagala road to concrete telegraph post No. 17 on the Kelani Valley Railway line.
- West by that part of the Kelani Valley Railway line between concrete telegraph post No. 17 and iron telegraph post No. 150.
- South by an imaginary line drawn from iron telegraph post No. 150 on Kelani Valley Railway line to culvert on Dehiowita-Algoda road between telegraph posts Nos. 26 and 27, thence to  $\frac{1}{2}$  milepost on Dehiowita-Deraniyagala road.
- East by Dehiowita-Deraniyagala road.

## "THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

K 301/28

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 30, sub-section (1), of the above-named Ordinance, and with the advice of the Executive Council, has been pleased to approve of the following rule made under the provisions of sub-section (33) of section 29 of the said Ordinance by the Committee elected by the inhabitants of the subdivision of Habaraduwa in the Chief Headman's division called Talpe pattu, in the Galle District of the Southern Province.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## RULE.

Quorum.—Seven members of the Village Committee for the subdivision shall form the quorum at a meeting of the Committee.

## NOTICES CALLING FOR TENDERS.

**TENDERS** are hereby invited for the supply of 50 new transport casks.

The capacity of each cask should be between 100 and 105 gallons and they should be made of upcountry Halmilla.

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

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

4. Tenders should be marked "Tender for the Supply of Transport Casks" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Thursday, July 26, 1928.

5. Tenders are to be made upon forms which will be supplied upon application at the Excise Commissioner's Office, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialed, otherwise the tenders may be treated as informal and rejected.

6. The tenderer shall state clearly in words and in figures the price demanded per cask.

7. Payment will be made on delivery at Kalutara to the Assistant Commissioner of Excise, Distilleries.

8. A deposit of Rs. 50 will be required to be made at the Treasury or Kachcheri. Such deposit receipt should be produced at the Excise Commissioner's Office before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after the contract has been signed.

9. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each tender.

10. The successful tenderer or tenderers shall execute a bond or bonds for Rs. 75 each by hypothecation of approved title deeds with two sureties, each in a similar sum, or shall deposit with the Hon. the Treasurer in the name of the Excise Commissioner a sum of Rs. 50 in cash and sign a bond binding himself to observe the terms of the contract. All other necessary information can be ascertained at the Excise Commissioner's Office.

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

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

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

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

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

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

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

17. Tenderers who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property and the nature and extent of other interests should also be given.

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

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

G. S. WODEMAN,  
Excise Commissioner.

Office of the Excise Commissioner,  
Colombo, June 22, 1928.

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

2. All tenders should be in duplicate and sealed under one cover and should be addressed to the Director of Medical and Sanitary Services, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Director of Medical and Sanitary Services, or be sent through the post.

4. Tenders should be marked "Tender for — Hospital" in the left hand top corner of the envelope, and should reach the Office of Director of Medical and Sanitary Services not later than midday on July 31, 1928.

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

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

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

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

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

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

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

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

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

V. VAN LANGENBERG,

Acting Director of Medical and Sanitary Services,  
Colombo, June 25, 1928.

*Schedule referred to.*

Service.	Tender Deposit. Rs.	Security. Rs.
Transport of Stores to Government Medical Institutions from Kandy Railway station ..	50	100
Removal and burial of dead bodies of the Kandy Hospital ..	25	50
Purchase of kitchen refuse of General Hospital, Colombo ..	25	50
Purchase of kitchen refuse of Leper Asylum, Hendala ..	25	50
Rattaning of furniture of the Government Medical Institutions in Colombo ..	25	50

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

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

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

4. Tenders should be marked "Tender for —" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on July 31, 1928.

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

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

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

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

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

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

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

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

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

V. VAN LANGENBERG,

Acting Director of Medical and Sanitary Services,  
Colombo, June 25, 1928.

*Schedule referred to.*

Service.	Tender Deposit. Rs.	Security. Rs.
Supply of fresh cow-milk to the following institutions:—		
Badulla Hospital	50	100
Dimbula Hospital		
Jaffna Hospital		
Kandy Hospital		
Kitulgala Hospital		
Pussellawa Hospital		
Moratuwa Hospital Teldeniya		
Purchase of coconuts from the Leper Asylum, Hendala ..	50	100

**TENDERS** are hereby invited for the supply on rail at Colombo of nilchar rice No. 1 quality for the Government Salters at Elephant Pass, in the Jaffna District, and Palavi in the Puttalam District, from August 1, 1928 to October 31, 1928.

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

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

4. Tenders should be marked "Tender for Supply of Rice to the Salt Department" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 10, 1928.

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

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

7. Samples of rice tendered for are to be deposited in sealed bottles at the Office of the Salt Adviser, Torrington square, Colombo, not later than 4 P.M. on Monday, July 9, 1928, labelled with the name of the tenderer, and a description of the rice.

8. Security of Rs. 500 for the due fulfilment of the terms of the contract must be deposited at the General Treasury, Colombo, by the successful tenderer, which security will be liable to be forfeited in the event of the

tenderer being unable to carry out his contract in a satisfactory manner, and he will render himself liable to be entered in the list of Crown defaulting contractors precluded from having any concern in a Government contract. All other necessary information can be ascertained on application at the office mentioned in paragraph 5.

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

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

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

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

Office of the Salt Adviser,  
Colombo, June 23, 1928.

J. S. COATES,  
Salt Adviser.

**TENDERS** are hereby invited for the purchase of 824 enumerated trees (more or less) as per schedule annexed, standing within the demarcated coupe about 420 acres in extent adjoining the Badulla-Batticaloa road at the 63rd mile post.

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

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

4. Tenders should be marked "Tender for the purchase of timber" Eastern Division (South)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Tuesday, July 31, 1928.

5. Tenders to be made upon forms which will be supplied upon application at the Divisional Forest Office, Eastern Division (South), Batticaloa. No tender will be considered unless it is on the recognized form. Alterations must be initialed otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the enumerated trees in the demarcated coupe referred to in the annexed schedule as the figures given therein are estimated only and their correctness is in no way guaranteed. The enumerated trees will be pointed out by the local Forest Rangers.

8. The successful tenderer will be required to execute a purchase agreement and all tenderers should read and initial a copy of the agreement at the Office of the Divisional Forest Officer, Eastern Division (South), Batticaloa, at the time of obtaining tender forms.

9. Before execution of the agreement the purchaser will be required to deposit 25 per cent. of the estimated total value of the trees within two weeks notice of the acceptance of the offer, and before felling operations can take place. The purchaser will be required to pay the balance purchase amount of the timber after it has been felled and logged and before it is removed from the forest. If necessary the purchaser will be allowed to saw and convert the timber on the spot before transporting it from the forest.

10. Should the successful tenderer fail to carry out the requirements of clauses 8 and 9 of this notice, within 14 days of receiving notice in writing from the Divisional Forest Officer, Eastern Division (South), Batticaloa, that his tender has been accepted, the sum of Rs. 20 deposited will be forfeited to the Crown. Unsuccessful tenderers will be entitled to a refund of the amount deposited by them on application to the Divisional Forest Officer concerned.

11. Tenderers should quote the offers written both in words and in figures.

12. No tender will be considered unless the procedure laid down above have been strictly complied with. The Conservator of Forests reserves to himself the right without question of rejecting any or all tenders and of accepting any portion of a tender.

13. Special rules for felling, conversion, and removal which the agreement will require to be observed are more fully specified in the special conditions advertised below and in clause 9 above.

Nothing in these special conditions shall render the purchaser in any way exempt from liability under the Forest Ordinance of 1907 should he be responsible for commission of a Forest Offence.

#### SPECIAL CONDITIONS.

1. On payment of the said 25 per cent. of the purchase amount the purchaser shall be entitled to fell the enumerated trees in the demarcated coupe, after the timber has been felled and measurements taken the purchaser will be required to pay the balance purchase amount for the timber, and to have the same removed on a permit issued by the Forest Department.

2. Should the purchaser fell or remove trees in excess of the quantity specified in the special condition, nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

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

4. The timber shall be collected after conversion in the forest for purposes of measurement and recovery of amount due.

5. The Forest Department reserves to itself the right to select and keep any good satin logs over 6 feet in girth and to pay a reasonable rate for felling, logging, and collecting the logs in the forest.

6. The purchaser shall agree that each and every infringement of the above conditions he shall become liable to a fine not exceeding Rs. 20 to be imposed by the Divisional Forest Officer, Eastern Division (South), in writing at his discretion and which sum or sums shall be paid by the purchaser.

7. All timber shall be felled and removed within 12 months of entering into agreement, and any timber not felled and removed within such time shall *ipso facto* revert to the Crown and the purchaser shall have no right thereto.

8. The distance of transport from the forest to the Batticaloa Railway Station is 42 miles and to the Eravur Railway Station is about 33 miles.

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

*Schedule.*

*Chest, Height, and Girth.*

Species.	7 ft. 1 in. to 8 in.		6 ft. 1 in. to 7 in.		5 ft. 1 in. to 6 ft.		4 ft. to 5 ft.		Total.*	
	No.	Approximate Cubic Feet.	No.	Approximate Cubic Feet.	No.	Approximate Cubic Feet.	No.	Approximate Cubic Feet.	No.	Approximate Cubic Feet.
Satin ..	24 ..	840	41 ..	1,230	146 ..	3,659	308 ..	6,040	519 ..	11,760
Ranai ..	5 ..	175	17 ..	510	39 ..	975	106 ..	2,120	167 ..	3,780
Milla ..	8 ..	256	29 ..	870	45 ..	1,125	39 ..	780	121 ..	3,031
Halmilla ..	— ..	—	— ..	—	— ..	—	16 ..	320	16 ..	320
Palu ..	— ..	—	— ..	—	1 ..	30	— ..	—	1 ..	30
<b>Total ..</b>	<b>37</b>	<b>1,271</b>	<b>87</b>	<b>2,610</b>	<b>231</b>	<b>5,780</b>	<b>469</b>	<b>9,260</b>	<b>824</b>	<b>18,921</b>

Office of the Conservator of Forests,  
Kandy, June 25, 1928.

J. D. SARGENT,  
Conservator of Forests.

**T**ENDERS are invited for the purchase of all timber and firewood, standing or fallen, within the boundaries of the demarcated coupes described in the annexed schedule.

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

3. Tendere should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent through the post.

4. Tendere should be marked, in the case of respective services, "Tender for the purchase of Timber and Firewood, Southern Division (West)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Saturday, July 28, 1928.

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

6. A deposit of Rs. 20 for each of the coupes to be tendered for will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued.

7. Tendere should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedule, as the figures given therein are estimated only and their correctness is no way guaranteed. The boundaries of each coupe will be pointed out by the Local Forest Rangers.

8. The successful tenderer will be required to execute a purchase agreement in respect of each coupe, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Southern Division (West), Galle, at the time of obtaining tender forms.

9. Before execution of the agreement the purchaser will be required (a) to pay either the full purchase amount or, if paying by instalment, 40 per cent. thereof; (b) to deposit as security for efficient and punctual fulfilment of the agreement 10 per cent. of the full purchase amount tendered by him. The minimum security is Rs. 20. If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses (2) and (4) of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 8 and 9 of this notice, within 14 days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited for each coupe will be forfeited to the Crown. The unsuccessful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

11. Tenderers should make offers, written both in words and figures, for the timber and firewood contained in each of the coupes described under services A, B, C, D, and E.

12. The minimum tendere which will be accepted for the respective services are as follows:—

Service A.—Coupe 18, Rs. 86.

Coupe 19, Rs. 90.

Coupe 20, Rs. 84.

Service B.—Coupe 4, Rs. 700.

Service C.—Coupe 1, Rs. 519·36.

Coupe 2, Rs. 354·54.

Coupe 3, Rs. 28·36.

Coupe 4, Rs. 467·16.

Coupe 5, Rs. 606·03.

Coupe 6, Rs. 827·04.

Coupe 7, Rs. 541·83.

Service D.—Coupe 14, Rs. 500.

Coupe 15, Rs. 250.

Coupe 16, Rs. 225.

Coupe 17, Rs. 200.

Coupe 18, Rs. 550.

Service E.—Coupe 1, Rs. 600.

Coupe 2, Rs. 800.

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

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

#### SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser will be entitled to fell and remove on or before March 31, 1929, in the manner specified below, all the firewood contained in the purchased coupe or coupes. Any firewood not removed by the expiry date, March 31, 1929, shall *ipso facto* revert to the Crown.

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

(3) The purchaser shall agree to commence felling along the full length of the western boundary of the coupe in the case of service C; and to progress the respective felling line in the direction of the opposite boundary, always keeping it parallel to the boundary along which felling commences.

(4) The purchaser shall pay for the second instalment, or in all 70 per cent. of the full purchase price, within four months, and the third and final instalment within seven months of the date of execution of the agreement. Should the purchaser fail to pay the second and final instalment when due, it shall be within the discretion of Divisional Forest Officer to cancel the agreement as from the date of such default. Any unremoved timber will revert to the Crown as from the date of such cancellation, and the purchaser will forfeit all claims thereto. On no account shall any postponement of the instalment payments or extension of the felling dates be granted.

(5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition (2), nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

(6) The purchaser will be required to spread the branch-wood evenly over the coupes immediately after conversion, so as to leave no bare patches liable to soil erosion.

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

(8) The purchaser or his agent or workmen shall not damage any boundary pillars or Inga Saman plants or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be cleared by the purchaser.

(9) A general removal permit will be issued by the Divisional Forest Officer authorizing the purchaser to remove the firewood standing in one-third, two-thirds, or of the full coupe (according to the purchase amount paid, *vide* conditions (2) and (4)) in such daily quantities as will be specified in cart notes which must accompany each and every cart in transit. The Forest Ranger or the Forest Overseer or the Forest Guard will measure up the wood which is ready for removal twice daily at 9.30 A.M. and 3.30 P.M., and will issue the necessary cart notes which shall accompany each and every cart in transit.

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

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

(12) In the case of services B, C, and E, the purchaser shall be required to cut all materials in the coupes in the coppice system by four distinct operations as follows:—

#### Operation 1.

All herbaceous and undergrowth other than tree growth shall be cut out. This operation shall commence along the full length of one boundary of each coupe and proceed in a straight line to the opposite boundary of that coupe. The whole area of each coupe must thus be covered including those portions, if any, which contain no tree growth.

#### Operation 2.

All tree seedlings and saplings which are under one inch diameter shall be coppiced out within two inches of the ground by means of sharp cutties or any other instrument authorized by the Divisional Forest Officer. This operation shall commence from and proceed to the same boundaries and in the same alignment as operation 1. Not less than three days shall have elapsed between the execution of operation 1 and the commencement of operation 2 in any portion of the area, and there shall be an interval on the ground of not less than one chain between operations 1 and 2 except where the terminating boundary is reached.

#### Operation 3.

All saplings which are over one inch in diameter and not exceeding eight inches diameter shall be felled within twelve inches of the ground, and on the day of felling the stools shall be coppiced by means of sharp adzes cleanly and flush with the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 2, as the latter is required to proceed with in relation to operation 1.

#### Operation 4.

All trees over eight inches in diameter shall be felled within two inches of the ground, and within three days of felling all the stools which are between eight inches and fifteen inches diameter shall be coppiced cleanly and to within one inch of the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 1.

Separate working parties shall be assigned to these four separate operations, and separate workmen shall be detailed to keep the coppicing tools invariably sharp. The purchaser shall either exercise such personal supervision as will ensure this work being executed efficiently, or employ an efficient supervisor.

In the case of service A, the respective purchasers shall be required to carry out clearing and burning as follows :—

In each case half the area on which timber and firewood is purchased must be cleared of trees and undergrowth and of stumps over two feet in height and must be completely burnt before November 1, 1928, the remainder must then be cleared and burnt before March 15, 1929.

#### SCHEDULE.

##### *Service "A" Etamessakele.*

The areas to be exploited are—

Three coupes demarcated in Etamessakele, situated at Dorape, and Angulugaha, in Talpe pattu of the Galle District as follows :—

Coupe 18.—Approximately 4 acres in extent and estimated to contain 320 cubic yards.

Coupe 19.—Approximately 4 acres in extent and estimated to contain 300 cubic yards.

Coupe 20.—Approximately 4 acres in extent and estimated to contain 280 cubic yards.

##### *Service "B" Kalugal-ela.*

The area to be exploited is a demarcated coupe in Kalugal-ela, situated in Batukanatta village of Bentota-Walalla-witi korale of the Galle District, 7 miles by District Road Committee road to Bentota.

Coupe 4.—Approximately 10 acres in extent and estimated to contain 2,000 cubic yards of firewood.

##### *Service "C" Beraliya.*

The areas to be exploited are—

Seven coupes demarcated in Beraliya proposed reserve, situated in Walambagala village of the Bentota-Walallawiti korale of the Galle District near Ambana :—

Coupe 1.—Approximately 5 acres in extent and contains 42 enumerated trees of dimensions varying from 4 ft. to 7 ft. 1 in. in girth.

Coupe 2.—Approximately 3 acres in extent and contains 29 enumerated trees of dimensions varying from 4 ft. 6 in. to 7 ft. 4 in. in girth.

Coupe 3.—Approximately 5 acres in extent and contains 80 enumerated trees of dimensions varying from 4 ft. 6 in. to 10 ft. 7 in. in girth.

Coupe 4.—Approximately 5 acres in extent and contains 57 enumerated trees of dimensions varying from 4 ft. 6 in. to 9 ft. 7 in. in girth.

Coupe 5.—Approximately 5 acres in extent and contains 71 enumerated trees of dimensions varying from 4 ft. 6 in. to 8 ft. 4 in. in girth.

Coupe 6.—Approximately 5 acres in extent and contains 86 enumerated trees of dimensions varying from 4 ft. 6 in. to 8 ft. 9 in. in girth.

Coupe 7.—Approximately 5 acres in extent and contain 4 ft. 6 in. to 12 ft. 7 in. in girth.

The time allowed for removal of the material in each coupe is

A general felling permit will be issued by the Divisional Forest Officer. The felled material will be by cart notes issued by the Plantation Officer. No "J" permits are necessary. One pole of inferic the coupes, poles being removed from one scaffolding to another.

##### *Service "D" Yakka*

The areas to be exploited are—

Four coupes in Yakkatuwa proposed reserve at Yakkatuwa in

Coupe 14.—Approximately 12 acres in extent and estimated to contain 2,000 cubic yards of firewood.

Coupe 15.—Approximately 7.5 acres in extent and estimated to contain 1,000 cubic yards of firewood.

Coupe 16.—Approximately 6 acres in extent and estimated to contain 1,000 yards of firewood.

Coupe 17.—Approximately 8 acres in extent and estimated to contain 1,000 yards of firewood.

Coupe 18.—Approximately 8 acres in extent and estimated to contain 2,047 cubic feet timber and 800 cubic yards of firewood.

##### *Service "E" Pitigala.*

The areas to be exploited are—

Two coupes demarcated in Pitigala forest situated in Pitigala village of the Bentota-Walallawiti korale of the Galle District, accessible by  $\frac{1}{2}$  mile of first class cart road to the Pitigala-ela; thence by boat 28 miles to Bentota :—

Coupe 1.—Approximately 7½ acres in extent and estimated to contain 1,400 cubic feet timber and 600 cubic yards firewood.

Coupe 2.—Approximately 7½ acres in extent and estimated to contain 2,447 cubic feet timber and 600 cubic yards firewood.



## SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unserviceable articles belonging to the Public Works Department will be sold by public auction at Narigama, Ragama, on Friday, July 20, 1928, at 10 A.M. :—

- 1 30 h.p. portable engine and boiler by Marshall, Sons & Company, Limited.
- 1 Cornish type boiler temporarily connected to the above engine.
- 1 Baxter stone crusher.
- 201 crusher jaws, second-hand, weighing approximately 22 tons.

2. The above articles are lying in the P. W. D., metal quarry at Narigama, Ragama, and could be inspected between the hours of 9.30 A.M. and 4.30 P.M. on week days, except on Sundays.

3. The purchaser will be required to pay the full amount of the purchase money to the auctioneer immediately after the sale and the articles will remain at the risk of the purchaser from the time of sale and must be removed from the site within a period of one week of same.

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

Public Works Office,  
Colombo, June 25, 1928.

NOTICE is hereby given that the wooden bridge on the 17th mile Jaala-Kotadeniya road at Kotugoda will be sold by public auction on July 14, 1928, at 9 A.M., by the District Engineer, Negombo.

2. The terms of the sale are that all parts of the bridge including piles and trestles be removed from site within 15 days from the date of sale and  $\frac{1}{2}$  of the amount be paid

on the day of sale, and the balance before the removal of materials.

3. Any further information may be obtained from the District Engineer, Negombo.

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, June 26, 1928.

A SALE of the following unserviceable articles belonging to the General Hospital, Colombo, will be sold on Tuesday, the 3rd proximo, at the General Hospital premises, commencing at 1 P.M. Cash to be paid at the fall of hammer.

One cot, rattanned; 2 chairs, various; 2 ladders, folding; 1 couch; 2 screens; 50 hospital stands; 6 safes, meat; 1 tat; 7 tables, various; 1 chair, lounge; 2 chairs, easy, rattanned; 1 shelf; 1 ice box; 1 meat safe; 1 filter stand; 1 table, various; 1 table, various.

General Hospital,                      H. U. LEEBRUGGEN,  
Colombo, June 26, 1928.                      Medical Superintendent.

NOTICE is hereby given that the under-mentioned articles condemned as unserviceable will be sold by public auction on Saturday, July 28, 1928, at 1 P.M., at the District Court, Ratnapura.

<ul style="list-style-type: none"> <li>1 bell, office</li> <li>1 box, wooden</li> <li>6 candlestands</li> <li>3 chairs</li> <li>2 desks, writing</li> <li>3 inkstands, pewter (square)</li> </ul>	<ul style="list-style-type: none"> <li>2 inkstands, glass</li> <li>3 lamps</li> <li>1 motion box</li> <li>2 padlocks</li> <li>6 tables</li> <li>1 time piece</li> </ul>
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District Court,                      M. H. KANTAWALA,  
Ratnapura, June 23, 1928.                      District Judge.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended June 23, 1928.

**Births.**—The total births registered in the city of Colombo in the week were 150 (1 European, 11 Burghers, 86 Sinhalese, 27 Tamils, 17 Moors, 6 Malays, and 2 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 29.8, as against 28.0 in the preceding week, 26.4 in the corresponding week of last year, and 32.6 the weekly average for last year.

**Deaths.**—The total deaths registered were 170 (4 Burghers, 91 Sinhalese, 35 Tamils, 27 Moors, 7 Malays, and 6 Others). The death rate per 1,000 per annum was 33.8, as against 31.2 in the previous week, 28.8 in the corresponding week of last year, and 27.6 the weekly average for last year.

**Infantile Deaths.**—Of the 170 total deaths, 44 were of infants under one year of age, as against 40 in the preceding week, 31 in the corresponding week of the previous year, and 30 the average for last year.

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

**Principal Causes of Deaths.**—1. (a) Twenty-nine deaths from *Pneumonia* were registered, 10 in Maradana hospitals (including 2 deaths of non-residents), 5 in Kotahena North, 3 each in New Bazaar and Slave Island, 2 each in St. Paul's and Kotahena South, and 1 each in Maradana North, Maradana East, Maradana South, and Wellawatta North. The number registered during the previous week was also 29, and the weekly average for last year was 19.

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

(c) Four deaths from *Bronchitis* were registered, 1 each in New Bazaar, Maradana hospital (of a non-resident), Maradana North, and Slave Island. The number registered during the previous week was also 4 and the weekly average for last year was 3.

2. (a) Fifteen deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 2 deaths of non-residents), 3 in Slave Island, and 1 each in St. Paul's, New Bazaar, Maradana East, and Kollupitiya, as against 12 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, same as the number in the preceding week.

3. One death from *Enteric Fever*, of a non-resident, was registered in Maradana hospital, as against nil in the previous week and 2 the weekly average for last year.

4. Fourteen deaths from *Debility* were registered, 8 from *Dysentery*, 6 each from *Enteritis* and *Infantile Convulsions*, 3 from *Accidents*, 3 from *Worms*, 2 each from *Diarrhoea*, *Tetanus*, and *Puerperal Septicæmia*, and 59 from *Other Causes*.

5. Fifteen cases of *Chickenpox*, 9 of *Measles*, and 2 of *Enteric Fever* were reported during the week, as against 23, 6, and 7, respectively, of the preceding week. No case of *Plague* was reported either in this week or in the previous week.

**State of the Weather.**—The mean temperature of air was 82.4°, against 81.0° in the preceding week and 81.5° in the corresponding week of the previous year. The mean atmospheric pressure was 29.829 in., against 29.834 in. in the preceding week and 29.875 in. in the corresponding week of the previous year. The total rainfall in the week was 0.30 in., against 2.20 in. in the preceding week and 0.66 in. in the corresponding week of the previous year.

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

P. D. RATNATUNGA,  
for Registrar-General.



## UNOFFICIAL ANNOUNCEMENTS..

*Third Publication*

## 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 employes 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 subsidize 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, Madulakele	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 SARAJ), Wewelmadde, Matale	One
CLIFFORD H. FIGG, Colombo	One
A. S. COLLETT, Colombo	One
P. E. 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 CLARKE, and ARTHUR CALVERT KEIR STEUART CLARKE, at Madulakele, this 12th day of May, 1928:

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

Witness to the signatures of the above-named CLIFFORD HENRY FIGG, ARTHUR STANLEY COLLETT, and PATRICK HAGBERT FRASER, at Colombo, this 14th day of May, 1928:

PEROIVAL 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:

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

## ARTICLES OF ASSOCIATION OF KALLEBOKKA 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 Estates 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 Ordinance, 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. 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 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.

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 notices 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. *Certificates 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 of 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 46 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 treated 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 determine 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 whomever 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 Shareholders 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. *Vot.*—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 appointer 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 Steuart 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 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.

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 Kallebokka, 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, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, 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 Account 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 cases 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, artisans, 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 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 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, Mahacusa, 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

*Second Publication*

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.

- (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 reborrow 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 any other.
- (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 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.

#### 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 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.

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 these 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



thereof, 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 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 date of 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 \_\_\_\_\_, 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 \_\_\_\_\_.

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 trusts, 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, artisans, 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, Artisans, 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, artisans, 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 is present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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 thereat 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 what 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 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 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 not withstanding 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 aforewritten 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 SARAN.

J. A. MARTENSZ.

Witness to the signatures of the above-named ANTHONY ANSDALL DELMEGE, ARTHUR SEYMOUR, EDWARD PHILIP WEDLAKE-LEWIS, TOM WILFRED GOWLAND, LESLIE WILLIAM FREDERICK DE SARAN, 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. MONDER,  
Proctor of the Supreme Court, Nuwara Eliya.

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

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 union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as

to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.

- (d) 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.
- (e) 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.
- (f) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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 therefor, 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 or 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. WARE, 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 Kandy Hotel Company, Limited.**

NOTICE is hereby given that the Annual General Meeting of the Company will be held at the registered office of the Company at the Queen's Hotel Kandy, on Saturday, July 14, 1928, at 12 noon, for the following purposes:—

- (a) To receive the report of the Directors and accounts of the Company for the year ending March 31, 1928.
- (b) To declare a final dividend.
- (c) To elect two Directors.
- (d) To appoint Auditors for the ensuing year.
- (e) To transact any other business that may be properly brought before the meeting.

The Transfer Books will be closed from July 9 to 14, inclusive.

By order of the Directors.

H. H. PHELP,  
Secretary.

Kandy, June 18, 1928.

**Auction Sale.**

In the District Court of Colombo.

Cyril Evertsz Fernando of Havelock Town in Colombo ..... Plaintiff.  
No. 26,653. Vs. ....

- (1) Samsie Lebbe Marikar Aboosalie, (2) Aboosalie Jamila Umma, both of 94A, Old Urugodawatta in Colombo ..... Defendants.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Monday, July 16, 1928, at 11 a.m. at the spot:—

All that undivided 2/20 share of and in all that allotment of land with all and singular the buildings bearing Municipal assessment Nos. 3,371/19, 3,370/20, and 3,369/21, situated at Elie House road and Alutmawata road, within the Municipality and District of Colombo, Western Province; and bounded on the north by the property of the late Mr. Drieberg, on the east by the property of Alois Mandis, on the south by Alutmawata road, and on the west by Elie House road; containing in extent 2 roods and 37 perches as per plan No. 927 dated March 15, 1910, made by H. E. Perera, Surveyor (excluding therefrom two defined lots, to wit:—

(a) Premises No. 19, situated at Alutmawata road aforesaid; bounded on the north by premises No. 21, on the east by premises No. 20, on the south by Elie lane, and on the west by premises No. 19A; in extent 25 15/100 perches.

(b) Premises No. 19A, situated at Elie lane in Alutmawata aforesaid; bounded on the north by property belonging to P. M. K. Seyado Omer, on the east by premises Nos. 19 and 20, on the south by Elie lane, and on the west by property of Mr. Drieberg; in extent 25 perches.

For deeds, &c., apply to F. Rustomjee, Esq., Proctor, Notary, Courts, Colombo.

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

Phone: 733.

**Auction Sale.**

In the District Court of Colombo.

Chas. Mansfield Bulner of Kandy ..... Plaintiff.  
No. 25,431. Vs. ....

Dionisius de Abrew Abeysinghe of Ragama ... Defendant.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Monday, July 23, 1928, at 4.30 p.m. at the spot, the following property, to wit:—

All that undivided thirty-nine upon ninety-six parts or share of and in all the land Jambughawatta, situated at Biyanwila in the Adikari pattu of Siyane korale, in the District of Colombo, Western Province; and bounded on the north by land mentioned in title plan bearing

No. 208,396, on the east by land mentioned in title plan bearing No. 96,334, on the south by land and owita obtained by Kananwitage people, and on the west by the meela stump of the Crown land purchased by Rajapakse Pathirage Jwan Appu; and containing in extent 21 acres and 32 perches, which said premises were recently surveyed and are according to the figure of survey thereof, bearing No. 572 dated June 21, 1927, made by P. B. Weerasinghe, Special Licensed Surveyor, describes as follows, to wit:—An allotment of land called Jambughawatta, situated at Biyanwila aforesaid; bounded on the north by the land said to belong to Justina Hakurage people, on the east by the land presently said to belong to D. B. Jayamana and another, on the south by the land presently said to belong to W. A. William Hendrick and another; containing in extent 7 acres and 1 perch.

For deeds, &c., apply to Messrs. De Vos & Gratiaen, Courts, Colombo.

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

Phone: 733.

**Auction Sale.**

Property in Ambalangoda District.

BY virtue of the commission issued to me, and the decree entered in case No. 28,071, D. C., Colombo, I shall sell by public auction on July 20, 1928, at 3 p.m. at the first named land (1) all those 4/5 parts or shares of the land called and known as Pambakossewatta with everything thereon, situated at Korattogoda in Totagamuwa in Wellaboda pattu in Galle District of Southern Province; and which said 4/5 part is bounded on the north by Pambakossewatta of Henapaththi Pillay, on the east by Henapaththi Pillay, east by Pambakossewatta of Nanduwanadi Sekka and Ganwariwatta, south by 1/5 portion of this land, and west by Agaragewelewatta and Welewatta belonging to Agaragahettiya; containing in extent 1 acre and 12 perches as per plan No. 876 dated November 21, 1854, surveyed and made by J. H. Brohier, Surveyor, and registered in C 230/12, Galle; (2) all that 1/6 part or share with all the things belonging thereto of the land called and known as Pambakossewatta, situated at Totagamuwa in Wellaboda pattu in Galle District of Southern Province; which said 1/6 part or share is bounded on the north by Kalagehawatta, east by 1/6 portion of this land, south by Pambakossewatta of Saru Isan, and west by Pettagangewelawatta and Pambakossewatta; containing in extent about 2 roods and 20 5/100 perches as per plan No. 882 dated November 23, 1854, surveyed and made by J. H. Brohier, Surveyor, and registered in C 230/13 Galle; and (3) all that undivided 1/2 part or share with all the things belonging thereto of the defined 1/2 part or share of the land called Geddawatta bearing No. 4, situated at Korattogoda in Totagamuwa aforesaid; and bounded on the north by lot bearing No. 3, east by owita of Jagidagewatta, south by lot No. 5, and the west by Weiginagewatta and Kodaralagewatta; containing in extent about 1 rood and 27 perches as per plan No. 442 dated December 9, 1856, made by Francis de Ramas, Surveyor, and registered in C 230/14, Galle.

A. C. KOELMEYER,  
Auctioneer and Broker.

Belmont street, Hulftsdorp.

**Auction Sale.**

Extensive Property with Two Well Built Houses opposite Ragama Railway Station.

BY virtue of the commission issued to me in case No. 25,581, D. C., Colombo, I will sell by public auction on August 2, 1928, at 5 p.m. at the spot, for the recovery of the amount mentioned in the decree, the following property:—

All that allotment of land being a portion of Lankugaha-kumbura, now partly high land, together with all the buildings and plantations standing thereon; situated at Ragama in the Ragama pattu of Alutkuru korale, in the District of Colombo, Western Province; bounded on the

north by the liminary dam of a portion of the same field belonging to Welisera Silvestri Fernando Annavirala and others, on the east by high land, on the south by high road, and on the west by Depa-ela; containing in extent 5 beras of paddy sowing, and according to figure of survey No. 196/1926 of December 13, 1926, made by C. H. Frida, Registered Licensed Surveyor; containing in extent 2 acres and 27 perches.

A. C. KOELMEYER,  
Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Colombo, case No. 24,572, I shall sell by public auction on Monday, July 23, 1928, at the spot commencing from 4 P.M.:-

1. An undivided  $\frac{1}{2}$  part of the soil including the plantation and  $\frac{1}{2}$  of one-half part of the house attached with cadjan standing thereon of a portion of Nugalawatta situated at Moratumulla in Moratuwa; in extent 50 feet in length and 75 feet in breadth.
  2. An undivided  $\frac{1}{10}$  part of the soil and  $\frac{1}{10}$  of an undivided half part of the house standing thereon of a portion of Nugalawatta, situated at Moratumulla; in extent 23.39 perches.
  3. The entire soil, plantation, buildings, and everything belonging thereto of a portion of Madangahawatta, situated at Moratumulla; in extent 1 rood.
- Further particulars from J. V. de Silva, Esq., Proctor, Supreme Court, Colombo. or-

Phone: 1039. FRANCIS F. KRISHNAPILLAI,  
119, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

UNDER decree in case No. 13,316, D. C., Kalutara, entered in favour of the plaintiff Michael Francis Perera Gunaratne of Desastra Kalutara, against the defendants (1) Liyanage James Perera of Molligoda, administrator of the estate of the late Louis Dionysius Perera, Proctor of Kalutara, (2) P. C. H. Dias, (3) G. G. Perera, Proctor, (4) D. P. Epa Seneviratne, (5) Liyanage Luke Perera and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 2,866.65, with interest on Rs. 2,237.39 at 12  $\frac{1}{2}$  per cent. per annum from June 15, 1926, till February 15, 1928, and thereafter at 9 per cent. per annum on the aggregate till payment in full, and costs of suit, I shall sell the under-mentioned mortgaged properties by public auction on the hereinafter mentioned dates at the respective spots, viz:-

On Saturday, July 21, 1928, at 3 P.M.

1. Undivided  $\frac{1}{7}$  of  $\frac{1}{7}$  of  $\frac{1}{7}$  shares of the soil and the entire rubber plantation of the land called Wewelketiyegoda, situated at Bellapitiya in Munwattebage pattu, Kalutara District; bounded on the north by the property of Nallahamy and others and land described in plan No. 82,270, east by stream, south by a stream and the property of H. Awasdahamy and others claimed upon plan No. 16,614, and west by the property of W. Simon and others, C. Punchappu and others, W. Dias and others, and W. Juanis and others; containing in extent 11 acres and 25 perches together with the two houses.

On Saturday, July 28, 1928, at 3 P.M.

2. Undivided  $\frac{1}{2}$  plus  $\frac{1}{7}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  share of the soil and trees of Kabarawilurekattiya at Pelapitiyagoda in Iddegoda pattu, Paestun korale; bounded on the north by lands described in plan No. 84,995, east by land described in plan No. 85,194 and a path, south by land described in plan No. 62,467, south-west, by land described in plan No. 85,192, and north-west by land described in plan No. 84,996; containing in extent 4 acres and 30 perches.

On Saturday, August 4, 1928, commencing at 3 P.M.

3. Undivided  $\frac{1}{2}$  plus  $\frac{1}{7}$  of  $\frac{1}{2}$  of  $\frac{1}{7}$  share of Etambagahlanda at Panaluwa in Meda pattu of Nawagam korale, Colombo District; bounded on the south by land described

in plan No. 97,801, and on all other sides by land said to belong to the Crown; containing in extent 4 acres 1 rood and 2 perches.

4. Undivided  $\frac{1}{2}$  plus  $\frac{1}{7}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  share of Etambagahlanda, situated at ditto; bounded on the north-east and east by land said to belong to the Crown, south-east by land described in plan No. 91,980, south-west by land said to belong to the Crown, and north-west by land claimed by Alexander Appuhamy and land purchased by K. Davin Perera; in extent 4 acres 1 rood and 35 perches.

Further particulars from C. E. A. Perera, Esq., Proctor and Notary, Kalutara, or-

Panaluwa, June 22, 1928.

H. D. S. PERERA,  
Auctioneer.

Auction Sale.

Property at Burullapitiya in the District of Negombo.

UNDER decree in case No. 2,371, D. C., Negombo, entered in favour of the plaintiff Abraham Malachias de Croos of Negombo, against the defendants (1) Uswatta Liyanage Ana Perera and husband (2) Hettige Marsal Perera, both of Minuwangoda, 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 property mortgaged as primary mortgage by bond No. 142 dated November 3, 1927, and attested by Joseph E. de Croos, Notary, by public auction at the spot at 4 P.M. on Monday, July 23, 1928, to wit:

The lot A of the land called Makullagahlanda situate at Burullapitiya in Dasiya pattu of the Alutkuru korale in the District of Negombo, Western Province; containing in extent 1 rood and 26 perches, with the buildings standing thereon.

Further particulars from J. E. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or-

M. P. KURERA & Co.,  
Negombo, June 26, 1928. Auctioneers.

Auction Sale.

Property at Madithiyawala in the District of Negombo.

UNDER decree in case No. 1,785, D. C., Negombo, entered in favour of the plaintiff Kahawepalliya Gurunanselage Don Hendrick Appuhamy of Kaluaggala, against the defendant Richard Emmanuel Perera Weerawardene of Madithiyawala, 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 property mortgaged as primary mortgage by bond No. 1,042 dated September 17, 1923, and attested by H. S. J. Senanayaka, Notary, by public auction at the spot at 4 P.M. on Tuesday, July 24, 1928, to wit:

The lot E of the land called Bulugahawatta, situate at Madithiyawala in Yatigaha pattu of the Hapitigam korale in the District of Negombo, Western Province; containing in extent 4 acres 2 roods and 4 perches, of which an undivided  $\frac{1}{2}$  share and all the plantations standing thereon.

Further particulars from E. H. de Zoysa, Esq., Proctor, Supreme Court, and Notary, Negombo, or-

M. P. KURERA & Co.,  
Negombo, June 26, 1928. Auctioneers.

Auction Sale under Mortgage Decree.

In the District Court of Negombo.

Seena Thana Kana Nana Sana Pana Kannappa  
(Chetty of Negombo) Plaintiff.

No. 1,542. Vs.  
Xavier Anthony Fernando Re. of Ettukal  
(deceased) Defendant.  
Theresia Rodrigues of Ettukal, legal representative of the  
estate of the deceased defendant. Substituted Defendant.

UNDER the decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 735, with interest on Rs. 500 at 24 per cent. per annum from March 20, 1927, till May 16, 1928,



and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit due by the defendant in respect of mortgage bond No. 1,796 dated October 5, 1922, attested by D. A. S. Weerasinghe, Notary Public, I shall sell by public auction at the spot on Saturday, July 21, 1928, at 10 A.M., the under-mentioned property bound and executable for the realization of the said amount interest and costs, as a primary mortgage:—

An undivided 1/4 share of the land called Siyambalagahawatta, situate at Ettukal in Dunagaha pattu of Alutkuru korale, Negombo District, Western Province; containing in extent 2 roods together with the plantation and cadjan thatched house and the other buildings standing thereon and registered under E 204/164.

Further particulars from P. A. Fernando, Esq., Proctor, Supreme Court, and Notary Public or from—

H. R. DIRECKZE,  
Court Auctioneer.

Negombo, June 26, 1928.

**Auction Sale.**

In the District Court of Negombo.

(1) Mallika Vidaneralalage Baba Nona of Indiparape, in her personal capacity and as next friend of the 2nd, 3rd, 4th, 5th, and 6th plaintiffs mentioned below who are minors, (2) Kasturiratne Tennakotte Appuhamilage Dona Cornelia Hamner, ditto Somawathie, (4) ditto Somapala, (5) ditto Sumanawathie (6) ditto Dharmasena, all of Indiparape, minors, by their next friend the 1st plaintiff above named. . . . Plaintiffs.

No. 1,439 Vs.

Madurusinghe Mudiyanelage Punchedhamy of Bihalpola in Yatigaha korale of Katugampola hatpattu . . . . . Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to us in the above case for the recovery of the sum of Rs. 1,200, with interest at 9 per cent. per annum from April 26, 1927, till payment in full, and costs of suit Rs. 236.61, we shall sell by public auction at the respective spots on Saturday, July 21, 1928, the under-mentioned properties mortgaged by bond No. 6,450 dated January 22, 1921, attested by D. B. P. Karunaratne, Notary Public, to wit:—

At 2 P.M.

1. The undivided one-fourth share of the land called Hawanahena and Dangollehena, situate at Nakkawatta in Yatigaha korale of the Katugampola hatpattu in the District of Kurunegala, North-Western Province; in extent 4 acres and 39 perches, and registered in folio No. C 353/68, Kurunegala, as primary mortgage.

At 3 P.M.

2. The undivided one-fourth share of the land called Dangollewatta, Bulugamahulahena, and Dangollehena, situate at Bihalpola in Yatigaha korale aforesaid; in extent 8 acres 1 rood and 39 perches, registered in folio No. C 353/69, Kurunegala, as primary mortgage

At 3.30 P.M.

3. The undivided five thirty second share of the field called Neeyinnewakumbura, situated at Bihalpola aforesaid; in extent about 2 amunams of paddy sowing ground, registered in folio No. C 300/352, Kurunegala, as primary mortgage.

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

K. L. PEREIRA & SONS,  
Auctioneers.

Negombo, June 22, 1928.

**Auction Sale.**

In the District Court of Kandy.

K. P. S. M. Somasunderam Chetty of Colombo. Plaintiff.  
No. 35,694. Vs.

M. A. Podihamine, administratrix of the estate of H. Singho Appuhamy, deceased. . . . . Defendant.

UNDER instructions received from the plaintiff and under authority from Court, I shall sell by public auction at the Ambalam, Hanguranketa, Central Province,

on Friday, July 20, 1928, commencing from 1 P.M., the premises following, to wit:—

1. All those contiguous lands called Karallidewatta and kumbura, both in extent 22 acres and 38 perches, situate at Gonagama in Ganga palata korale of Uda-Hewaheta, Nuwara Eliya District, Central Province, with the tiled house and everything thereon.

2. Gonagantennewatta of 1 acre and 8 perches, situate at Idamallanda in Ganga palata korale aforesaid.

3. Keulakumbura, now watta, of 1 acre 2 roods and 22 perches, situate at Idamallanda aforesaid.

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

K. EDMUND PERERA,  
Auctioneer and Broker.

8, Colombo street, Kandy.

**Sale under Mortgage Decree.**

UNDER and by virtue of the decree entered in case No. 23,478, D. C., Galle, in favour of A. E. A. Alfred Nadar of Galle, against Paravidanelage Orlina Hamy of Wewala, administratrix of the estate of Walimuni Arlis Mendis Abeysekera, deceased, and the commission issued therein, I shall sell by public auction the following property declared bound executable for the recovery of the amount in the said decree, at their respective spots on the dates and at the hours herein mentioned, viz.

On July 21, 1928, at 10.30 A.M.

All that allotment of land called Tissagehenabedda, situated at Batapola in Wellaboda pattu of Galle: in extent 7 acres 2 roods and 10 perches.

On July 21, 1928, at 2 P.M.

All that undivided 5/6 part of the soil and soil share trees of the land Kovilawatta and the whole of the planter's share of the first and second plantations and an undivided 1/2 part of the planter's share of the third plantation thereon, situated at Urawatta in Madampe in Wellaboda pattu, Galle; in extent about 3 roods and 16 square yards.

On July 28, 1928, at 2 P.M.

All that undivided 2/3 part of the soil and trees (exclusive of the planter's share of the second plantation) of the land Maddaketiyawatta alias Kuttigewatta, situated at Paratharakagoda in Kosgoda in Bentota-Wallallawiti korale, Galle; in extent 1 acre 2 roods and 25 perches.

CHAS. M. GUNASEKERA,  
Auctioneer.

Galle, June 26, 1928.

**Auction Sale.**

Testamentary Case No. 6, 8<sup>1</sup>, D. C., Jaffna.

IN terms of the commission issued to me by the District Court of Jaffna in the above case, the following property belonging to the estate of the late Rasamma, wife of T. Sinnaturai of Changana, will be sold by public auction at the spot on Saturday, July 21, 1928, at 3.30 P.M.

Land called Chulavivayal, in extent 7 akkams varagu culture and 8 kules, situated at Changana, and bounded on the east by Sinnan wife of Ponniah, north by Manomany, wife of Sinnadurai, west by Punitham, wife of Chellaturai and shareholders, and south by Kanapathiyar Ponnampalam and shareholders.

PHILIP MOSES,  
Commissioner.

Jaffna, June 25, 1928.

**Auction Sale under Mortgage Decree.**

In the Court of Requests of Puttalam.

Vadakka Marikar Assen Ossen Ibrahim of Puttalam. . . . . Plaintiff.  
No. 11,317. Vs.

Awlia Meera Lebbe Mutru Marikar Kava tivo. . . . . Defendant.

BY virtue of the order that has been directed to me in the above case, I hereby give notice that I will put

up for sale by public auction on July 14, 1928, at 11 A.M. on the spot, the following property, to wit:—

Out of the land lot No. PP. 4553/1, in extent 12 acres 1 rood and 25 perches, called and known as Periyamalaikadu Sinnamalaikadu, situated at the village Karaitivu in Ponparippu pattu, Kalpitiya division in the District of Puttalam, North-Western Province, the divided portion in extent 2 acres and 10 5/8 perches called Vangalavadi Paguthy; bounded on the north by land reserved along the road, on the east by the adjoining portion of this land belonging to Periya Thamby Awlia Meera Lebbe, on the south by Periyamalai, Crown jungle, and on the west by the adjoining portion of this land called Amaikulithotam belonging to Meer Saibo Marikar Mohamado Mohideen.

S. M. ASEN KUDHOOS,  
Puttalam, June 12, 1928. Surveyor and Commissioner.

### Auction Sale.

In the District Court of Kurunegala.

Suwanna Kana Runa Vana Ena Caruppan Chetty, by his attorney Muna Adirappuli Pulle of Kurunegala ..... Plaintiff.

Wijesinghe Muniyasinghe Ukkai Band of Ahugoda in Reepattu korale ..... Defendant.

UNDER and by virtue of the 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 herein below declared bound and executable under the said decree on Saturday, July 28, 1928, commencing at 2.30 P.M. on the second land herein below:—

1. An undivided  $\frac{1}{2}$  share of Kahatagahamulawatta *alias* Mimulla *alias* Mimullewatta of about 10 acres 1 rood and 17 perches in extent, together with everything standing thereon situated at Ahugoda.
2. An undivided  $\frac{1}{2}$  share of Gederawatta of about 3 lahas kurakkan sowing extent, together with everything standing thereon situated at Ahugoda.
3. An undivided  $\frac{1}{2}$  share of Koholanekumbura of about 2 pelas and 5 lahas paddy sowing extent, situated at Ahugoda.
4. An undivided  $\frac{1}{2}$  share of Koholanewatta of about 3 lahas kurakkan sowing extent, together with everything standing thereon situated at Ahugoda.
5. An undivided  $\frac{1}{2}$  share of Hindanduwelakumbura of about 2 pelas paddy sowing extent, situated at Ahugoda.

Belle Vue,  
June 25, 1928.

MAURICE FERNANDO,  
Auctioneer and Broker.

### Auction Sale.

In the District Court of Kurunegala.

K. M. P. R. Kumara Perera Chetty and K. M. P. R. Periya Carpen Chetty, by attorney Sana Pana Kana Nana Natchiappa Chetty of Kurunegala ..... Plaintiff.

No. 12,857.

Dulat Singhalage Marikawala of Ranwalagedera in Dewamede Udukaha korale ..... Defendant.

UNDER and by virtue of the 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 herein below declared bound and executable under the said decree on Saturday, July 21, 1928, commencing at 2 P.M. on the tenth land herein below:—

1. An undivided  $\frac{1}{2}$  share of all that land called Galagawawatta of 8 lahas kurakkan sowing

2. An undivided  $\frac{1}{2}$  share of all that land called Meegahamulawatta of 3 lahas kurakkan sowing, both situate at Kaludeliya in Dewamede Udukaha korale.

3. An undivided  $\frac{9}{16}$  shares of Kongahamulawatta of 1 laha kurakkan sowing.

4. An undivided  $\frac{1}{2}$  share of Kosgahagodawatta of 2 lahas kurakkan sowing.

5. An undivided  $\frac{1}{2}$  shares of Kosgahagodawela of 1 pela paddy sowing.

6. An undivided  $\frac{3}{4}$  shares of Dangahakumbura of 12 lahas paddy sowing extent, all situate at Panagomuwa in Walgampattu korale.

7. The land called Potuwewewatta, situate at Kirimeti-agare in Walgampattu korale; containing in extent 12 acres 2 roods and 24 perches.

8. All that defined portion towards the south out of the land called Kosgahamulahena, now garden, in extent 8 lahas kurakkan; and which said divided portion is containing in extent 6 acres 1 rood and 30 perches.

9. An undivided  $\frac{1}{2}$  share of the defined  $\frac{1}{2}$  share towards the north of 4 lahas kurakkan sowing out of all that land called Kosgahamulahena, now garden, in extent 8 lahas kurakkan, both situate at Ranwalagedera aforesaid.

10. All that lots marked D and E of the land called Kolongahamulawatta, situate at Nagahawewa in Walgampattu korale; and containing in extent 13 acres 3 roods and 30 perches.

11. The land called Galagawawatta, situate at Waduressegama in Meddeketiya korale; containing in extent 8 lahas kurakkan sowing.

12. Meegahamulahena, now a garden, situate at Potuwewa in Meddeketiya korale; and containing about 5 lahas kurakkan sowing.

13. An undivided  $\frac{1}{2}$  share of all that land called Kewitiyapitiya, containing in extent 6 acres, situate at Pallegedera in the said korale.

14. An undivided  $\frac{1}{2}$  share of Wewakumbura of 1 amunam paddy sowing extent, situate at Leegiriyana in the said korale.

15. An undivided  $\frac{1}{2}$  share of Kahatagahamulawatta of about 1 laha kurakkan sowing, situate at Udagedera in the said korale.

16. An undivided  $\frac{1}{2}$  share of Gorokgahamulawatta, situate at Waduressegama in the said korale, of 3 seers kurakkan sowing extent.

17. An undivided  $\frac{1}{2}$  share of Kebellagahawalehena of 1 laha kurakkan sowing.

18. An undivided  $\frac{1}{2}$  share of Kolongahamulahena of 3 lahas kurakkan sowing.

19. An undivided  $\frac{1}{2}$  share of Dangahamulakumbura of 2 pelas paddy sowing, all situate at Waduressegama aforesaid.

20. An undivided  $\frac{1}{2}$  share of Mudunapitahena of 3 lahas kurakkan sowing.

21. An undivided  $\frac{1}{2}$  share of Wetakeyapothekumbura of 2 pelas and 5 lahas paddy sowing and Meegahamulahena of 1 laha kurakkan sowing, both forming one property.

22. An undivided  $\frac{1}{2}$  share of Meegahamulahena of 1 laha kurakkan sowing extent, all situate at Ranwalagedera aforesaid.

Further particulars from Messrs. Gomis & Jayasundera, Proctors, Kurunegala, or from me—

Kurunegala June 12, 1928.

T. B. AMUNUGAMA,  
Licensed Auctioneer.

### Application for Enrolment as an Advocate.

I, CYRIL ERNEST STANLEY PERERA, Barrister-at-Law, (Gray's Inn), of Silibin, Colpetty, Colombo, do hereby give notice that, six weeks hence, I will apply to the Hon. the Chief Justice and the other Judges of the Supreme Court to be admitted and enrolled an Advocate of the said Court.

Silibin, Colpetty,  
Colombo, June 26, 1928.

CYRIL E. S. PERERA.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Colombo, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

E. H. DAVIES,  
Chairman, Estate Wages Board, Colombo.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Kalutara in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

C. L. WICKRAMESINGHE,  
Chairman, Estate Wages Board, Kalutara.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Kandy, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

H. W. CODRINGTON,  
Chairman, Estate Wages Board, Kandy.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Matale, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

W. J. L. ROGERSON,  
Chairman, Estate Wages Board, Matale.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the area comprising Nuwara Eliya Revenue District and (a) Gampaha korale in the Province of Uva; (b) that part of Meda palata and Yatipalata korales in Udukinda division, situated north of Hal-oya, in the Province of Uva; and (c) Ambawela, Glenorehy, and Warwick estates, in the Province of Uva, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman his intention to be present.

C. C. WOOLLEY,  
Chairman, Estate Wages Board, Nuwara Eliya.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Galle, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

L. W. C. SCHRADER,  
Chairman, Estate Wages Board, Galle.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Matara, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

M. K. T. SANDYS,  
Chairman, Estate Wages Board, Matara.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Kurunegala, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

T. A. HODSON,  
Chairman, Estate Wages Board, Kurunegala.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue Districts of Puttalam and Chilaw, in pursuance of the provisions of section 8 (1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

S. H. WADIA,  
Chairman, Estate Wages Board, Puttalam and Chilaw.

## Ordinance No. 27 of 1927—Notification.

*Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the area comprising the Haputale and Moneragala Districts of the Province of Uva, viz. :—

- (i.) All those portions of Dambawinna palata korale and Maha palata korale, in Udukinda division, and Kumbalwela korale, in Yatikinda division, which lie south and south-west of the Welimada-Bandarawela and Bandarawela-Poonagala roads.
- (ii.) Kandapalla korale; and
- (iii.) Wellawaya korale, in Wellawaya division.
- (iv.) Buttala Wedirata korale, in Buttala division.
- (v.) Ballagalla-ella, Leangahawela, and Broughton estates falling in Kumbalwela korale of Yatikinda division; \*

in pursuance of the provisions of section 8(1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

J. R. WALTERS,  
Chairman, Estate Wages Boards, Uva.

#### Ordinance No. 27 of 1927—Notification.

##### *Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the area comprising the remainder of the Province of Uva, not included in the Haputale, Moneragala, and Nuwara Eliya Districts, in pursuance of the provisions of section 8(1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

J. R. WALTERS,  
Chairman, Estate Wages Boards, Uva.

#### Ordinance No. 27 of 1927—Notification.

##### *Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Ratnapura, in pursuance of the provisions of section 8(1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

C. H. COLLINS,  
Chairman, Estate Wages Board, Ratnapura.

#### Ordinance No. 27 of 1927—Notification.

##### *Estate Wages Boards.*

NOTICE is hereby given that the Estate Wages Board for the Revenue District of Kegalla, in pursuance of the provisions of section 8(1) of Ordinance No. 27 of 1927, intends after the expiry of a month from date, to proceed to fix minimum rates of wages for time work performed on estates within its jurisdiction. Any interested person who wishes to be heard should inform the Chairman of his intention to be present.

W. E. HOBDAV,  
Chairman, Estate Wages Board, Kegalla.

#### Meeting of Estate Wages Board.

NOTICE is hereby given that a meeting of the Estate Wages Board for the Province of Uva (excluding the Haputale and Moneragala districts and the Estates included in the Nuwara Eliya District) will be held at the Badulla Kachcheri on August 13, 1928, at 2 P.M. to fix minimum rates of wages for time work for Indian labourers within the said area. Any person who wishes to give evidence before the Wages Board should give notice in writing to the Chairman of his intention to do so on or before August 6, 1928.

J. R. WALTERS,  
Acting Government Agent, Province of Uva, and Chairman, Estate Wages Board, Province of Uva, excluding the Haputale and Moneragala Districts and Estates included in the Nuwara Eliya District.

The Kachcheri,  
Badulla, June 23, 1928.

#### Meeting of Estate Wages Board.

NOTICE is hereby given that a meeting of the Estate Wages Board for the Haputale and Moneragala Districts area will be held at the Bandarawela Court-house on August 15, 1928, at 10 A.M. to fix minimum rates of wages for time work for Indian labourers within the said area. Any person who wishes to give evidence before the Wages Board should give notice in writing to the Chairman of his intention to do so on or before August 8, 1928.

J. R. WALTERS,  
Acting Government Agent, Province of Uva, and Chairman, Estate Wages Board, Haputale and Moneragala Districts.

The Kachcheri,  
Badulla, June 23, 1928.

#### Loss of Firearms.

##### PUTTALAM DISTRICT.

A single-barrelled muzzle-loading gun bearing No. 469 marked on the stock, and licence No. 377 A31052 on December 23, 1927, has been lost from the possession of the owner Sinnappuge Hetuhamy of Adippola.

A. R. HALLOCK,  
The Kachcheri, for Assistant Government Agent,  
Puttalam, June 23, 1928.

##### BADULLA DISTRICT.

(1) Number and description of gun: Single-barrelled muzzle-loading gun bearing No. 2485B on the stock.  
Number of licence: 241 Viya.  
Name of owner: Alutgedera Ukkumenika of Kiulegederagama in Oyapalata korale of Wiyaluwa division.  
Remarks: Gun reported to be lost.

(2) Number and description of gun: Single-barrelled muzzle-loading gun bearing No. 4225B on the stock.  
Number of licence: 398 W. waya.  
Name of owner: R. G. Wasanahamy of Halapewwewa in Sittarampalata korale of Wellawaya Division.  
Remarks: Gun reported to be lost.

R. MONYPENNY,  
The Kachcheri, for Acting Government Agent,  
Badulla, June 22, 1928.

#### Closure of Area for Application Surveys in Southern Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will be undertaken in the above Province in rotation.

##### 2. The Province is divided into—

- Area No. 1, which includes Galle.
- Area No. 2, which includes Matara.
- Area No. 3, which includes Hambantota.

3. Area No. 3 will be closed on August 31, 1928, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to the Assistant Government Agent, Hambantota, for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 1.

June 29, 1928.

L. W. C. SCHRADER,  
Government Agent.

## UNIVERSITY OF LONDON.—REGULATIONS FOR MATRICULATION.

## IMPORTANT NOTICE.

The attention of all students who matriculate is directed to the following extract from Statute No. 120 :—

"No student shall be admitted to the Final Examination for a degree until the expiration of at least three years after Matriculation, unless the Senate in special cases or special classes of cases otherwise determine."

## MATRICULATION.

Candidates for any Degree in this University, unless admitted under Statute 113\* or 113A,\* must become matriculated students at least three years before entry to the Final Examination for a First Degree.†

Note.—In order to become a matriculated student, a candidate must pass either one of the three examinations conducted by the University, viz.: (1) The ordinary Matriculation Examination, (2) the General School Examination, (3) the examination under Statute 110\*; or one of the examinations conducted by other bodies, which is accepted by the University in lieu of the Matriculation Examination. For the General School Examination, the examination under Statute 116, and the examinations on which total exemption is granted, the relevant regulations must be consulted in each case.

Students admitted under Statute 113, or under Statute 116, in virtue of an examination conducted by another body, must pay a registration fee of £3. 3s. to the appropriate Registrar.

The Matriculation Examination and all other examinations of the University are open to men and women.

There shall be two examinations at Ceylon centres—Colombo and Jaffna—for Matriculation in each year, one commencing on the second Tuesday in January and the other on the first Tuesday in June.

The dates of closing entries are as follows :—

For the January examination . . . July 31

For the June examination . . . January 3

Applications for entry forms must be made not less than 14 days before the last day of entry.

Each form of entry (whether first entry or re-entry) must be forwarded so as to reach the Education Office not later than the dates specified above, and with it in the same cover must be sent (1) certificate of age showing that the candidate will have completed his sixteenth year on or before January 14 for the January examination, or on or before July 31 for the June examination; (2) a certificate of good conduct taken not more than six months previously; and (3) a bank receipt for the fee, which should be credited to the account of the Director of Education in the Chartered Bank of India, &c., Colombo.

All payments to the Bank must be forwarded with the form giving particulars of payments. This form can be had on application to this office.

Those offering Geology or Zoology, or a special language other than Sinhalese or Tamil, must apply seven calendar months before the month of the examination, i.e., before May 31 for the January examination, or before October 31 for the June examination.

All entry forms received at the Education Office not accompanied by the proper bank receipt and other necessary documents or after the dates specified above will be rejected.

Those who enter for the examination as private candidates should forward with their applications for admission to the examination a certificate from their private tutors, stating their qualifications, and whether they have a reasonable chance of passing the examination.

Every candidate entering for the Matriculation Examination must pay a fee of Rs. 45-50.

Fees cannot be returned after the last date of entry, but if notice of withdrawal is received at this office—

(a) Not later than September 12 in the case of a January Examination,

Not later than January 30 in the case of a June Examination,  
A candidate for the entire examination will be credited with Rs. 39-25,

(b) Not later than October 27 in the case of a January Examination,

Not later than March 9 in the case of a June Examination,  
A candidate for the entire examination will be credited with Rs. 31-50.

A candidate who does not present himself for the Examination or who notifies his withdrawal after the dates specified above, will be credited with Rs. 23-50, which amount will not be refunded. He may utilize it as part of the fee for admission to a subsequent Examination.

\* See Appendices, pages 2512 and 2513.

† The Medical and Surgical Degrees of this University are registrable qualifications to practise, and though desirable, it is not necessary that Students should register as Medical Students in order to qualify themselves to enter for the examinations for these degrees. For the diplomas of certain other licensing bodies, however, registration as a Medical Student by the General Medical Council is a necessary preliminary, and Students should obtain particulars from the Registrar to the General Medical Council, 44, Hallam street, Portland place, London, W. 1.

‡ For candidates entered for the preceding January Examination, the date of closing entries will be postponed from January 3 to January 15, but for all those taking Geology or Zoology or a special language other than Sinhalese or Tamil, the usual dates mentioned in these Regulations will strictly apply.

A candidate who has passed a Matriculation Examination and is thus rendered ineligible for re-admission to a Matriculation Examination for which he may have previously made a provisional entry will, in the case of such an entry, for (i.) a June Examination, have Rs. 31-50 credited to him, (ii.) a January Examination, have Rs. 39-37 refunded to him at the discretion of the Principal Officer of the University of London. The only circumstances in which any part of the Special Language fee is returnable is in the case of a candidate who has entered for a Special Language at the Matriculation Examination provisionally and subsequently finds that he has been successful at the previous examination: in such case a candidate will receive back Rs. 23-50 on account of the Special Language. The amount with which a candidate is credited may be utilized by him when entering for a higher examination of the University of London.

Every candidate who is credited with a portion of the fee in accordance with the preceding paragraphs, when re-entering, must pay the extra amount necessary to make up the fee due.

If a candidate retire after the commencement of the examination, or fail to pass it, the full fee shall be payable upon every re-entry.

Candidates who desire to re-enter must obtain fresh entry forms and forward them duly filled up so as to reach this office by the dates specified above.

Except in accordance with the conditions of the paragraph next following, Matriculated Students are not permitted to take the Matriculation Examination as a whole; but any matriculated student may enter for the Matriculation Examination with a view to passing in one or more supplementary subjects. The fee payable is Rs. 22 for each subject, in addition to any special fee payable. Every such candidate must apply by the date specified in respect of the Matriculation Examination for a form of entry for the Matriculation Supplementary Certificate. No candidate will be permitted to enter for a supplementary certificate in an alternative lower paper.

For the purpose of competing for Scholarships or Exhibitions awarded otherwise than by the University, Matriculated Students may be admitted to the Matriculation Examination; but the results of such re-examination will be communicated only to the Body making the award; the names of successful candidates will not appear on the Pass List, and no certificates will be awarded to them.

The examination shall be conducted by means of printed papers; but, for the purpose of ascertaining the competence of a candidate to pass, the Examiners may test the candidate by means of *visd voce* questions.

Every candidate must on one and the same occasion satisfy the Examiners in five subjects; or if he avail himself of the option given under (i.) below in six subjects.

The subjects are as follows :—

## COMPULSORY SUBJECTS.

- (1) English. One paper of three hours.
- (2) Elementary Mathematics. Two papers of three hours each.

## OPTIONAL SUBJECTS TO BE SELECTED BY THE CANDIDATE.

- (3) Latin, ¶ or Greek, ¶¶ or Botany, or Chemistry, or Heat, Light, and Sound, or Mechanics, or Electricity and Magnetism. One paper of three hours in the subject selected.
- (4) and (5) Two of the following subjects, neither of which has already been taken under section (3). One paper of three hours in each subject. If neither Latin nor Greek has been taken under section (3), one of the other subjects selected must be a language other than English :—

Latin. ¶  
Greek. ¶¶  
New Testament Greek.\*\*  
French.  
German.  
Italian.  
Russian.  
Spanish.  
Welsh.

Greek History or Roman History or English History ¶ or European History or The History of the British Empire.

§ The fee should not under any circumstances be remitted direct to this office or to the University; only bank receipts will be accepted.

¶ Candidates, as a rule, may be examined only for supplementary certificates in the subjects set out in the Regulations. For information whether a supplementary examination in any optional language can be held or not, application should be made to the Director of Education.

¶ Inasmuch as Latin or Greek is compulsory at the Intermediate Examination in Arts, candidates proposing to enter for that examination are advised to take Latin or Greek at the Matriculation Examination. (Candidates in Ceylon may take Pali or Sanskrit, instead of Latin or Greek, at the Intermediate Examination in Arts.)

¶ Candidates who intend to proceed to a degree in Laws are advised to include Latin and English History in the subjects of their Matriculation Examination.

\*\* No Candidate at the same examination may enter more than one of the subjects, Classical Greek, Modern Greek, New Testament Greek.

Geography.  
 Logic.  
 Geometrical and Mechanical Drawing.  
 Mathematics (more advanced).  
 Mechanics.  
 Chemistry.  
 Heat, Light, and Sound.  
 Electricity and Magnetism.  
 Botany.\*  
 Zoology.†  
 Geology.†  
 Music.  
 Economics.

(i.) Any candidate may take alternative lower papers in Elementary Mathematics in place of the ordinary papers in Elementary Mathematics; or an alternative lower paper in Latin in place of the ordinary paper in Latin; or an alternative lower paper in French in place of the ordinary paper in French. Any candidate exercising this option will be required to take a sixth subject, which may be any one in the list, provided that it has not already been taken, and subject to the further provisions given under (ii.)–(vii.) below; and must satisfy the Examiners in all the six subjects.

(ii.) No candidate may take the alternative lower paper in more than one subject.

(iii.) No candidate may take an alternative lower paper in addition to the ordinary paper in that subject.

(iv.) No candidate may take more than one subject of History.

(v.) No candidate may take more than one of the following subjects:—Greek, New Testament Greek, Modern Greek.

(vi.) No candidate may take two of the Special Languages, excepting in the case of Oriental Languages, in which two may be taken, provided that one of them be a classical language, viz., Chinese, Classical Hebrew, Pali, Persian, and Sanskrit, and further provided that if Classical Hebrew be taken, Modern Hebrew be not also taken.

Note.—The restrictions given in (iv.)–(vi.) above as to choice of subjects apply to all candidates whether they take alternative lower papers or not.

(vii.) No candidate taking the ordinary paper in any Language other than English at the Matriculation Examination be allowed to take the alternative lower paper in Latin or in French.

(viii.) In every subject except Elementary Mathematics there will be one paper of three hours. In Elementary Mathematics there will be two papers of three hours each.

Instead of one‡ of the languages mentioned under headings (4) and (5) on page 1 a candidate may take another language provided the same shall have been approved by the University. Every candidate who desires to take a special language other than Sinhalese or Tamil under this Regulation must fill in and return seven months before the commencement of the examination for which he intends to enter a form of application which may be obtained from the Education Office. An additional fee of Re. 31.50 is payable in respect of every special language other than Sinhalese or Tamil taken under this Regulation, and such fee is not returnable except in the cases referred to in page 1, column 2, paragraph 1. When applying for the form referred to, candidates should state (i.) the date upon which they propose to enter for the Matriculation Examination, and (ii.) the remaining optional subjects selected by them. (iii.) Whether they propose to take an alternative lower paper, and if so what the sixth subject selected by them.

The following special languages have been approved by the Senate:—Afrikaans, Arabic, Armenian, Bengali, Burmese, Canarese, Chinese, Danish, Dutch, Greek (Modern)§, Gujerati, Hausa, Hebrew (Classical and Modern), Hindi, Hindustani; (Urdu), Icelandic, Irish, Japanese, Malay, Malayalam, Marathi, Norwegian, Pali, Panjabi¶ (Gurmukhi and Perso-Arabic), Persian, Polish, Portuguese, Roumanian, Sanskrit, Scottish, Ghadelic, Serbian, Siamese, Sindhi, Sinhalese, Swahili, Swedish, Tamil, Telugu, Turkish, Yoruba, Zulu.

The following are the particulars of the foregoing subjects of examination:—

#### I.—ENGLISH.

The examination in English will consist of one paper of three hours, and will include—

(a) A subject for an essay, to be chosen by the candidate from several subjects set, the main object being to test power of expression, thought, and arrangement.

(b) Questions testing knowledge and command of English. These may include questions on précis writing, paraphrase, and analysis of sentences.

\* In this examination special stress is laid on competence in Drawing.

† Candidates for examination in these subjects must give notice and pay their fee at least two months before the date fixed for sending in entries for ordinary subjects.

‡ Nevertheless a candidate may present two Oriental Languages under groups (4) and (5), provided that one of the languages offered be a Classical Language, viz., Chinese, Classical Hebrew, Pali, Persian, and Sanskrit, and provided that if Classical Hebrew be offered, Modern Hebrew be not also offered.

(c) Questions testing knowledge of specified English books. Candidates are expected to devote about one hour to the essay.

The following books are prescribed for 1929, 1930, and 1931 in connection with Section (c) of the above Syllabus:—

1929.—Shakespeare: *Macbeth*.

Milton: *Paradise Lost*, Bk. II.

*Essays and Essayists*: (ed. Newbolt, publ. Nelson).

1930.—Shakespeare: *Julius Caesar*.

Wordsworth: *Michael*, *Ode on the Intimations of*

*Immortality*, *Sonnets* 1–29 inclusive (ed. M. Arnold).

*Essays and Essayists*: (ed. Newbolt, publ. Nelson).

1931.—Shakespeare: *Henry IV., Part I.*

Wordsworth: *Michael*, *Ode on the Intimations of*

*Immortality*, *Sonnets* 1–29 inclusive (ed. M. Arnold).

Charles Lamb: *Prose and Poetry* (ed. George Gordon, Oxford University Press; Price 3s. 6d.).

#### II.—ELEMENTARY MATHEMATICS.\*

##### Ordinary Paper.

There will be two papers: one in Arithmetic and Algebra and the other in Geometry.

*Arithmetic*.—Elementary principles and processes of Arithmetic. The principles of vulgar and decimal fractions (excluding recurring decimals).

Knowledge and use of the tables required, both in the English and Metric System for the measurement of length, area, volume, capacity, weight, and time.

Mensuration of the rectangle, parallelogram, triangle, and trapezium. (Note.—Questions on these may be such as will involve the application of Algebra and Geometry.)

Averages, ratio, proportion, percentages.

Practical applications of Arithmetic.

Weight will be attached both to accuracy of working and correctness of method. The use of logarithms<sup>†</sup> is allowed except in questions where they are expressly forbidden.

*Algebra*.—The fundamental processes of Algebra.

Symbolical expression of general results in Arithmetic.

Interpretation and evaluation of Formulæ. Changing the subject of a Formula.

Factors of expressions of simple types.

Equations of the first and second degree containing one unknown quantity. Simultaneous equations of the first degree, and two simultaneous equations of which one is of the first degree and the other of the second degree.

Easy examples in fractions.

Graphs of simple algebraic functions with easy applications. Simple questions on fractional and negative indices (formal proofs not being required).

Use of logarithms to the base 10.<sup>‡</sup>

Arithmetic and Geometric Series.

Simple applications of the above.

*Geometry*.—The subjects of Euclid I.–IV., with simple deductions, including easy loci and the areas of triangles and parallelograms of which the bases and altitudes are given commensurable lengths.

Euclid's proofs will not be insisted on, but all proofs of geometrical theorems must be geometrical. The use of properties of similar figures will be allowed.

##### Alternative Lower Paper.

Two papers of three hours each on the syllabus for the ordinary papers given above: Only simple and straight forward questions will be set.

#### III.—OPTIONAL LANGUAGES.

##### Latin.

##### Ordinary Paper.

The paper shall contain (1) passages to be translated into English from Latin books not previously prescribed; (2) simple and easy sentences of English to be translated into Latin; (3) questions on Grammar.

##### Alternative Lower Paper.

Unseen prose passages for translation into English, together with simple sentences, testing knowledge of Elementary Grammar and Syntax, to be translated into Latin.

\* See footnote \*\* on page 2507.

† Candidates offering Panjabi may use either the Gurmukhi Script or the Perso-Arabic Character, and when making their entry they must state which they prefer to use.

‡ Logarithms or four-figure logarithmic tables will be supplied to candidates in the room by the University. Candidates who so desire can obtain copies of these tables from the University of London Press, 11–12, Warwick Lane, E.C. 4. Candidates are not permitted to bring their own copies into the Examination Room.



*Greek.*

The paper shall contain (1) passages to be translated into English from Greek books not previously prescribed; (2) simple and easy sentences of English to be translated into Greek; (3) questions on Grammar.

*New Testament Greek.*

The paper shall contain (1) passages to be translated into English from the four Gospels and the Acts of the Apostles; (2) simple and easy sentences of English to be translated into New Testament Greek; (3) questions on Grammar.

*French.**Ordinary Paper.*

(a) Translation into English:—Two short passages of French prose and one passage of simple French verse.

(b) Translation into French:—Two easy passages of English prose, the second which will be specially chosen to test knowledge of Accidence and Syntax.

(c) Free composition based on a skeleton outline (150–200 words).

*French.**Alternative Lower Paper.*

Unseen prose passages for translation into English together with simple sentences, testing knowledge of Elementary Grammar and Syntax, to be translated into French.

*German and Other Modern European Languages.*

(a) Translation into English:—Two short passages of prose and one passage of simple verse.

(b) Translation into the language concerned:—Two easy passages or English prose, the second of which will be specially chosen to test knowledge of Accidence and Syntax.

(c) Free composition based on a skeleton outline (150–200 words).

*Oriental Languages (including Hebrew).\**

The paper in any Oriental Language, including Hebrew, approved for the Matriculation Examination, shall be drawn up as nearly as may be practicable in conformity with the following syllabus:—

The paper shall contain (1) an easy passage or easy passages for translation from the language in question; (2) an easy piece for translation into the language in question, or as an alternative an essay of a simple character to be written in the language in question; (3) questions on Grammar, limited to Accidence and Elementary Syntax.

Candidates will be required to satisfy the Examiners in each of the three sections of the syllabus. Candidates offering Modern Hebrew are required to use the Square Script, but are permitted to make use of Hebrew grammatical terminology where the English terminology is difficult of application.

## IV.—HISTORY.

The questions will be framed to test general knowledge of history and historical development rather than memory of detail.

One of the following branches (one paper of three hours will be set in each branch):—

(a) *Greek History.*—From 776 B.C. to 323 B.C.

(b) *Roman History.*—From 264 B.C. to 180 A.D.

(c) *English History.*—The general course of English History from 1066 to 1901, with some references to the contemporary history of Europe and Colonial developments.

The paper will be divided into four sections, covering respectively the periods 1066–1485, 1485–1688, 1688–1815, 1783–1901, but candidates will be required to answer questions from two only out of the four periods.

(d) *European History.*—One of the four following periods:—

(i.) From 1046 to 1494.

(ii.) From 1494 to 1715.

(iii.) From 1648 to 1815.

(iv.) From 1789 to 1914.

(e) *The History of the British Empire, 1485–1901.*—The Subject is to be studied in general outline only; detailed knowledge will not be required.

The consolidation of English Government; the personal monarchy of the Tudors, and the re-action under the Stuarts.

English overseas trade; the Chartered Companies and experiments in colonization.

Early English enterprise in the East Indies.

The Old Colonial System, including the Navigation Acts.

The revolution of 1688 and its effect on Great Britain and the Empire considered as a whole.

The struggle with France in Europe and beyond the sea, 1688–1763.

The American revolution and the causes producing it.

The beginnings of the new empire and the organization of British rule in India.

The Industrial revolution and political reform in Great Britain to 1832.

Sea power and the Napoleonic war; and their effect on the extension of the Empire.

The Humanitarian movement; the abolition of the Slave Trade; and the status of slavery.

The development of "responsible government" in Great Britain and the Colonies.

The downfall of the Old Colonial System and the introduction of Free Trade.

New methods of transport and the rise of the new Imperial Trade; the supply of food and raw materials from the Colonies.

The adoption of Federal constitutions in the dominions, with special reference to Canada.

Political reform in Great Britain in the latter half of the 19th century.

The new struggle for the acquisition of tropical Colonies and the partition of Africa.

The development of India, 1833–1901.

## V.—GEOGRAPHY.

A broad study of the outlines of the Geography of the world as a whole and of its larger natural regions.

The following regions in decreasing detail:—(a) England and Wales, (b) Scotland and Ireland, (c) Europe, the Mediterranean, the North Atlantic, North America, and Greenland, (d) the remaining Continents. Recapitulation from the point of view of the British Empire.

Attention should be directed to the following aspects of the several regions:—The broad contrasts and chief features of the land relief. The chief features of the coastal outline as related to those of the relief. The disposition of the water partings and of the chief river basins. The winds and sea currents, distribution of rainfall, the climatic contrasts, and the resulting agricultural contrasts. The districts of exceptionally dense or rare population considered in relation to their position, natural resources, and industrial activities. The arrangement of the political divisions upon the land relief and with reference to the drainage system. The analysis of the positions of the great towns.

Candidates will be expected to understand the main physical causes of the phenomena they describe, such as variations of atmospheric temperature and pressure, their seasonal and regional distribution; the causes of precipitation, winds—their cause and prevalence in different regions, the interpretation of weather charts, and the meaning of the network and other conventional symbols employed in maps. Time need not be spent in elaborate map drawing. The answers in the examination should be illustrated, where necessary, by simple diagrams, correct in general proportion, but without detail. Candidates may be expected to identify maps without names, to insert upon such maps the position of geographical features, and to work problems as to local time.

## VI.—LOGIC.

The Term: classification of terms, denotation and connotation. Division, definition, the predicables.

The Proposition: classification of propositions, reduction of sentences to logical form.

Laws of thought, opposition of propositions, immediate inference.

The Syllogism: moods and figures, the expression of arguments in syllogistic form.

Hypothetical and disjunctive propositions and arguments.

Inductive reasoning in its various forms.

Observation and experiment: canons of scientific induction.

Combination of induction and deduction: hypothesis and explanation.

Fallacies.

These three subjects will be treated in a specially elementary manner.

## VII.—GEOMETRICAL AND MECHANICAL DRAWING.

*Plane Geometry.*—Construction of scales, triangles, quadrilaterals, and polygons. Problems on circles and tangents and on areas of plane figures. Simple problems on loci, including paths of points in elementary linkwork. Construction of Archimedean spiral, ellipse, cycloid, and involute of circle, with their tangents and normals.

*Solid Geometry.*—Elementary projections of points, lines, planes, inclined surfaces, and solids, including the cylinder, cone, and sphere. Simple sections. Projection of additional plans and elevations.

Isometric or oblique projection, without using "isometric scale," of simple plane surfaces and solids.

Developments of the surfaces of simple solids; elementary problems in interpenetration of prisms, cylinders and cones, and developments of penetrated surfaces.

Projection of simple helix and square-threaded screw.

*Machine Drawing.*—Making scale drawings, two or more views, with simple sections of elementary machine parts, from rough partly-dimensioned sketches.

\* See page 2508.

† Candidates in order to pass must satisfy the Examiners in translation at sight from English into the selected language and from the selected language into English.

## VIII.—MATHEMATICS (MORE ADVANCED).

Harder questions may be set on the syllabus of Elementary Mathematics.

*Algebra.*—Theory of indices; logarithms, and the use of logarithmic tables.\*

Theory of quadratics.

Permutations and combinations.

Binomial Theorem for a positive integral index.

*Trigonometry.*—Including the addition formulae and the solution of triangles, together with the practical solution of triangles and applications, and numerical examples involving the use of logarithmic and other tables.

*Geometry.*—Similar figures.

Mensuration of the circle.

*Calculus.*—Limits. Gradient of a graph.

Differentiation of sum, product, and quotient of functions. Differentiation of a function of a function.

Differentiation of simple algebraic functions involving positive and negative integral powers of the variable.

Differentiation of elementary trigonometric functions (the inverse functions are excluded).

Simple questions on maxima and minima.

Integration of expressions formed by sums of terms of the type  $x^n$  (excluding  $n = -1$ ),  $\sin x$  and  $\cos x$ . (Integration by parts is excluded.)

Elementary questions and problems involving differentiation and integration with simple applications to rates, areas, and volumes.

*Elementary Co-ordinate Geometry* :—

Straight line and circle.

*Note.*—The sections on Elementary Co-ordinate Geometry and Calculus are alternative.

## IX.—OPTIONAL SCIENCES.

The Examinations in Science shall aim at ascertaining whether candidates possess a knowledge of fundamental scientific methods acquired by observation of nature or by a simple course of experiments in physical measurement, or by the investigation of simple problems and commonly occurring phenomena illustrating natural laws.

*Mechanics.*

Elementary notions of Displacement, Velocity, and Acceleration.

Motion of a body with constant Acceleration.

Resolution and Composition of Velocities, Accelerations, &c.

Elementary notions of Mass and Momentum.

Elementary notions of Force as measured by rate of change of Momentum.

Newton's Laws of Motion.

Kinetic Energy and Work.

Units of Force and Measurement.

Balancing of Forces.

Torques or Moments.

Conditions for the Equilibrium of Three Parallel Forces.

Resolution and Composition of Parallel Forces in one plane.

Centre of Parallel Forces. Centre of Gravity. Stable, Unstable, and Neutral Equilibrium.

Conditions for the Equilibrium of Three Forces not parallel.

Triangle and Parallelogram of Forces. Moments, Simple illustrations of Conditions of Equilibrium and of the Principle of Work, as in levers, pulleys, the inclined plane, &c.

Pressure in Liquids; variations with depth.

Transmission of Liquid Pressure; Hydraulic Press.

Pressures on immersed and floating bodies.

Density; methods of determining Relative Densities.

Relation between volume and pressure in Gases.

Atmospheric Pressure.

*Chemistry.*

Combination and Decomposition. Elements and compounds.

Elementary experimental study of air, water, and calcium carbonate. Solvent power of water. Natural waters, solution, crystallization, and distillation.

Elementary experimental study of oxygen, hydrogen, carbon-sulphur, nitrogen, phosphorus, chlorine, and their common compounds, together with bromine and iodine so far as is required to show their relationships to chlorine.

Composition and properties of silica, action of silica upon bases, nature of glass.

General characteristics of the metals, including an elementary study of sodium, calcium, and iron, and their common compounds.

The oxidation of the metals, magnesium, zinc, iron, copper, lead, and the properties of their oxides. The interaction of these metals and their oxides with the common acids.

Action of water on sodium, magnesium, and iron. The reversible character of the action of water on iron.

Elementary experiments illustrating the quantitative nature of chemical combination.

Quantitative interaction of acids with metals and bases. Equivalents—Atomic Theory, Symbols, and Formulae. Boyle's and Charles' Laws. Diffusion.

The more obvious phenomena of Electrolysis. Development of heat in chemical reaction. Combustion. Flame and Incandescence.

Candidates will be required to give evidence by their answers that they have seen experiments illustrative of all the subjects included in the syllabus, and that they have themselves performed a variety of simple qualitative and quantitative experiments.

The questions set will have regard to the conditions under which the subject may best be experimentally taught in schools.

*Heat, Light, and Sound.*

*Heat.*—Temperature. Construction and use of the mercury thermometer.

Expansion of Solids and Liquids, with rise of Temperature. Effect of change of Temperature on the Volume and Pressure of Gases.

Quantity of Heat. Specific Heat.

Change of State. Latent Heat. Elementary notions of the transfer of Heat. Heat considered as a form of Energy.

*Light.*—Propagation of Light. Laws of Reflection and Refraction.

Reflexion at Plane and concave Spherical Surfaces, and the formation of Images.

Refraction at Plane Surfaces and by Prisms. The Spectrum. The formation of Images by single convex Lenses. The simple magnifying glass. Photometry.

*Sound.*—The production and propagation of Sound.

Nature of Wave-motion. Amplitude, Wave-length, and Frequency.

Experimental determination of the Velocity of Sound in Air.

Determination of Frequency by simple methods.

Experiments on the modes of Vibration of Strings.

The questions set will have regard to the conditions under which these subjects may best be experimentally taught in schools.

*Electricity and Magnetism.*

Simple Phenomena of Magnetism. Properties of Magnets. The Law of Magnetic Force.

Lines of force. Magnetic moment.

The Simpler Phenomena of Electrified Bodies. Conduction and Insulation. Electrification by Friction and by Induction (Influence).

Quantity of Electricity.

The Law of Electric Force.

Lines of Electric Force.

Electric Currents.

The Simple Voltaic Cell. The Daniel Cell.

Magnetic Field of Current. Galvanometers.

Simple Electromagnets.

Electromotive Force. Resistance.

Ohm's Law.

Heating Effects of Currents.

Elementary Phenomena of Electrolysis.

The Simple Phenomena of Induced Currents. Induction Coil.

The questions set will have regard to the conditions under which these subjects may best be experimentally taught in schools.

*Botany.*†

1. The appearance and structure of the organs of a flowering plant so far as these can be observed with the naked eye or with the aid of a hand lens.

The functions of these organs so far as they can be ascertained by observation and simple experiment.

2. The main phenomena of the life-history of common flowering plants (excluding the microscopic processes of maturation and union of the sexual elements and of the development of the seed). The mechanisms of pollination; fruit and seed dispersal. Germination, particularly as illustrated by seedlings easily grown in the garden or in pots or boxes. The structure of garden soil. Different types of soil and their water and air contents. Rough methods of mechanical analysis of soils.

\* Five-figure logarithmic tables will be supplied by the University.

† Candidates should bring a hand lens, a sharp knife, drawing pencil, and India-rubber. In this examination special stress is laid on competence in drawing.

4. The nature and structure (excluding microscopic details) of the vegetable materials met with in every-day life, such as wood, cork, &c. (excluding manufactured substances); also of the commonest fruits and vegetables.

5. The description of a flowering plant (not necessarily belonging to one of the Natural Orders enumerated below) and a knowledge of the following Natural Orders, as illustrated by wild or commonly cultivated plants:—Dilleniaceae, Malvaceae, Myrtaceae, Leguminosae, Compositae, Convolvulaceae, Scrophulariaceae, Palmaceae or Commelinaceae, Orchidaceae.

6. An elementary knowledge of the nutrition, growth, irritability of plants, particularly of such facts as can be demonstrated by simple qualitative and quantitative experiments. Candidates will be expected to show evidence that they have performed such experiments themselves.

The questions set will have regard to the conditions under which these subjects may best be experimentally taught in schools.

(An elementary knowledge will be assumed of the chemical and physical properties of the atmosphere and of water, together with some acquaintance with the use of the barometer and thermometer.)

7. The main features of the more easily accessible types of vegetation, and of the different habitats in which they are found. Common weeds of cultivated soil, and the causes of their prevalence.

An elementary knowledge of the adaptations shown by native plants to their environment.

8. The outlines of the cellular structure of the living plant as shown for example in simple fresh-water algae and in the mesophyll of a foliage leaf.

#### Zoology.\*

(1) The general principles of animal life treated in an elementary fashion and illustrated by the types specified in paragraph (4). Growth and Metamorphosis as illustrated by the frog and butterfly. Conditions under which life can exist. Differences between animals and plants.

(2) The gross structure of the skin; the skeleton; the alimentary tract and its glands; the respiratory mechanism; the vascular system; the central nervous system; and the functions of these organs in a typical mammal.

(3) The structure and mode of life of Amoeba and Hydra treated in an elementary manner.

(4) The chief external characters and mode of life of a jelly fish (Aurelia), an anemone, and a coral, an earth worm, a crayfish or lobster, a blow-fly, a bee, a butterfly, a spider (the structure of the mouth parts of the foregoing arthropods not to be studied in detail), a starfish, a fresh-water mussel, and a snail, a fish, a frog, a lizard, a tortoise, and a snake, and a typical bird and mammal.

Candidates must possess a practical acquaintance with the external characters of the types specified in section (4).

(5) The distinguishing features of the following groups:—

Protozoa, Coelenterata, Echinodermata, Annelida, Arthropoda (Crustacea, Insecta, Arachnida), Mollusca, Vertebrata (Fishes, Amphibians, Reptiles, Birds, and Mammals).

#### Geology.\*

(1) The Crust of the Earth. Nature of Common Rocks and Rock-forming Minerals.

(2) The Ocean. Nature of ocean floors and sea margins and comparison of them with sedimentary Rocks. Action of the sea in Denudation and Deposition.

(3) Circulation of Atmospheric waters. Formation of springs, rivers, and lakes. Geological action of wind, rain, rivers, and ice. Materials formed by these agencies and comparison of them with sedimentary Rocks. Origin of valleys, estuaries, and deltas.

(4) Internal movements acting in the Earth's crust. Bending, Folding, and Fractures of different kinds, Induration, Jointing, and Cleavage. Earthquakes and Volcanic phenomena.

(5) Forms of the Earth's Surface resulting from the action of internal and external forces. Escarpments, Outliers, Inliers, Unconformities, Igneous Intrusions. Production of different types of Scenery.

(6) Fossils, their nature and uses to the geologist and biologist. General succession of the Fossiliferous Strata. Candidates are expected to have practical acquaintance with the commonest minerals, rocks, and fossils.

#### Music.

Candidates must be prepared to undergo the following tests:—

(1) To answer questions on the rudiments of musical knowledge including the transposition of a musical passage and the naming of the keys through which it passes, in both the original and the transposed versions.

Not more than three questions will be set in the foregoing subject.

(2) (a) To complete a melody of not less than 8 bars in all, the opening of which will be given. The melody to modulate at least once and return finally to the original key.

Or, optionally,

(2) (b) To write a melody to a given stanza of poetry.

(3) To show a competent knowledge of Triads and their inversions, the Dominant 7th and its inversions, suspensions, passing-notes (accented and unaccented), cadences, and simple modulation.

N.B.—The tests under heading 3 will include—

(i.) The writing of specified harmonies in their suitable context;

(ii.) The addition of a melodious under-part to a given melody, making good two-part harmony;

(iii.) Either the harmonizing of a melody in a way suitable for a string Trio; or, alternatively, the writing of a simple pianoforte accompaniment to a given melody.

(iv.) The writing of a Modulation from a given key to a related key.

(4) The candidate will also be required to give a concise analysis of a movement in Sonata form, written for the Pianoforte.

(5) To show some knowledge of musical works and their composers.

The questions to be set will include—

(i.) The identification of short extracts from British National songs or from well-known instrumental works;

(ii.) An acquaintance with the outlines of musical history, within a specified † period, which will be set for each year's examination.

N.B.—Detailed biographical information will not be required.

#### Economics.

Meaning of the principal economic terms. The material wants of mankind: how they are satisfied by production; the organisation of production under the influence of the various social institutions; the functions and determination of price; money and the general level of prices; wages and other forms of income, their different sources and comparative magnitude.

#### ORDER OF EXAMINATION.

The Examination will extend over a period of four days; two papers of three hours each will be set on each day, the times being 9.30 to 12.30 in the morning, and 2 to 5 in the afternoon. On the first day of the Examination (Tuesday) there will be two papers of three hours each in Elementary Mathematics, or Alternative Lower Elementary Mathematics; the morning paper on the second day will be English; and the order of the other papers which it is necessary for a candidate to take will be announced in the Time Table which will be sent to each candidate.

As regards the Compulsory Subjects, one paper is set in English, and two papers are set in Elementary Mathematics, and a further two in Alternative Lower Elementary Mathematics. In many of the optional subjects, in order to compress the Examination into as short a period as possible, two papers will be set, of which the candidate will be allowed to take one only.

A pass certificate, signed by the principal officer and setting forth the subjects of examination taken by the candidate, shall be delivered to each successful candidate after the report of the Examiners shall have been approved by the Senate. ‡

Education Office,  
Colombo, June 25, 1928.

L. MACRAE,  
Director of Education.

\* See note † on page 2508.

† For 1929.—The Haydn-Mozart period (1750-1800.) For 1930.—Beethoven and Schubert period.

‡ Certificates are generally ready for issue about a month after the publication of the pass list, and in the absence of any request to the contrary, will be posted to the addresses given by the candidates on their forms of entry.

## APPENDICES.

## Statute 113:—

113. Provided also that the Senate may admit as Internal Students and as candidates for any of the higher degrees (except in Medicine and Surgery) without their having previously taken any lower degree the following persons (that is to say):—

- (1) Graduates of Universities approved by the Senate for this purpose;
- (2) Persons who have passed the examinations required for a degree in some University approved as aforesaid;
- (3) Persons who have obtained from the University of Cambridge a certificate stating that they have satisfied the Examiners in a Tripos Examination qualifying as a Final Examination for a first degree;
- (4) Persons who have passed or obtained Honours at the Second Public Examination of the University of Oxford, provided that they have also either passed or obtained Honours at the First Public Examination, or have passed such other examination or examinations as under the provisions of the University of Oxford are accepted as statutorily equivalent thereto.

113A. Provided also that the Senate may admit as Internal Students and as candidates for a first degree (except in Medicine and Surgery) without their having previously satisfied the Examiners at an Intermediate Examination, Graduates of the University, who have taken degrees as External Students and also the persons specified in the last preceding Statute if such persons shall have prior to admission pursued an approved course extending over not less than three years.

## II.

## REGULATIONS FOR REGISTRATION AS EXEMPT FROM THE MATRICULATION EXAMINATION.

Statute 116 is as follows:—Every candidate for admission as a student of the University shall pass such Entrance or Matriculation Examination or fulfil such other tests of fitness to be admitted as a student as may be from time to time prescribed.

No person who has been registered under Statute 116 is permitted to enter for the Matriculation Examination.

Students proposing to be registered under Statute 116 as exempt from the Matriculation Examination should carefully observe that while such registration secures to them within the University all the privileges of matriculated students, except that of entry for the matriculation supplementary certificate, it does not follow that other Public Authorities or Bodies outside the University will accord to students thus registered the facilities or exemptions which they may have undertaken to accord to students who have passed the Matriculation Examination of the University of London. All inquiries as to the conditions under which such facilities or exemptions are given must be directed not to the University of London nor to the Director of Education, Ceylon, but to the Bodies from whom such privileges are sought.

Students registered under Statute 116 receive an official notification that they have been exempted from the Matriculation Examination and admitted as matriculated students of the University; no certificate or diploma is sent, nor is there any mention of the examination in virtue of which the exemption has been granted.

No person can be registered as a matriculated student of the University until after the last day upon which the Matriculation Examination immediately following the completion of his sixteenth year can commence, but students who attain the age of sixteen years between June 14 and July 31 will be registrable as from the June Matriculation Examination of the year in which they attain that age.

The standing of students registered under Statute 116 shall date, for the purposes of External Examinations, from the Matriculation Examination immediately preceding the date of registration. To secure that a registration under Statute 116 shall date from any Matriculation Examination, such registration must be completed before the commencement of the next Matriculation Examination, as defined above.

The basic date for registration is as from the September Matriculation Examination, i.e., between September 15 and January 14. Students effecting registration between these dates are eligible (under Statute 120) to enter for the Degree Examination in any Faculty other than Medicine or Veterinary Science at the expiry of the normal three-year period, i.e., in June of the year next following but two.

Candidates registering from a June Matriculation Examination, i.e., between June 7 and September 14, cannot complete their Degree Examinations any earlier than would be the case if they had registered as from the following September; but by registering as from June, they become admissible to the Additional External Intermediate Examinations held in November\* of the same year.

Candidates registering between January 15 and June 7 are deemed to have registered as from the preceding January examination; and, provided they register in sufficient time to permit compliance with the appropriate Regulations, are eligible for admission to the July Intermediate Examinations. Such candidates, moreover, are, under Statute 120, eligible to enter for the Final Examinations in Theology and Engineering in June–July, and in Arts, Science, and Music in November–December\* of the year next but one following, as provided in the relevant Regulations.

Nevertheless Oxford and Cambridge Graduates in First or Second Class Honours can be admitted to their Degree Examination in any Faculty other than Medicine or Veterinary Science after two years from any September Matriculation Examination, provided that their registration be completed before January 14 of the year succeeding such September Matriculation Examination; and provided further that in each case the interval specified by the Regulations between the Intermediate and Final Examination is observed.

No further exemptions from the examinations of this University are granted to persons registering under Statute 116, save those provided for in the current Regulations.

Persons presenting any of the approved certificates with a view to registration under Statute 116 are informed that departure from the conditions laid down can under no circumstances be allowed. The subjects in which the applicant has attained the necessary standard must be specifically those set forth in the Regulations relating to the several certificates so approved, and, further, the subjects must all have been taken on one and the same occasion.

It should be carefully observed that the certificates herein described are registrable under present Regulations and until further notice; but the Senate reserves the right to withdraw any certificate from the list of those upon the basis whereof exemption can be claimed, or to alter the terms upon which it is recognized. Students proposing to claim exemption in virtue of such certificates are therefore advised to register without undue delay after obtaining them.

There are no partial exemptions from the Matriculation Examination. If the qualifications of which a candidate can produce evidence are not sufficient to exempt him altogether, the examination for Matriculation must be taken in its entirety, according to the Regulations.

Applications for registration must be accompanied by a registration fee of three guineas, together with official certification of qualification in accordance with the conditions set forth below. Bank Draft or Money Orders must be made payable to the "University of London" and crossed "Westminster Bank, Ltd., Brompton Square Branch." The fee and evidence must be forwarded together by registered post and addressed to "The External Registrar, University of London, South Kensington, London, S.W. 7." Should the certificate be found insufficient for registration purposes, the fee will be at once returned, as will the certificate in any case.

There is no special form for these applications.

Unless the certificate shows the names in full, and that the applicant is at least sixteen years of age, evidence of age must be produced.

No candidate will be admitted to any examination, nor registered as an Internal Student in this University who has not furnished to the University his full name in accordance with the above paragraph.

Such registered student will then come under the Regulations of the University with respect to every examination above the matriculation, all of which he will proceed to take in accordance with the said Regulations, which may be obtained post free on application to the University, his standing in the University dating, for the purposes of External Examinations, from the Matriculation Examination immediately preceding the date of his registration. No student registered under Statute 116 will be permitted to enter for the Intermediate Examination in Arts for Internal students, with Latin as one of his subjects at that examination, unless he has, not later than the January preceding the Intermediate Examination in question, either passed with Latin an examination accepted by the University as exempting from the Matriculation Examination, or satisfied the Examiners in Latin at an examination accepted by the University as exempting from the Matriculation Examination subsequently to having passed such examination as a whole, or satisfied the Examiners in Latin at a Matriculation Examination or at any examination conducted by the University in lieu thereof.

Graduates of such British, Colonial, and Indian Universities, as are approved by the Senate for that purpose, and those who have passed all the examinations required for a degree in those Universities, also women who have obtained Tripos certificates granted by the University of Cambridge, and women who have obtained certificates showing that, under the conditions prescribed by the Delegacy for Women Students at Oxford, they have

\* November–December Intermediate and Final Examinations are not held in Ceylon.

passed the Second Public Examination of that University or have obtained Honours in the Oxford University Examination for women in Modern Languages, may on application be registered as matriculated students on payment of the registration fee of £3. 3s. without passing the Matriculation Examination.

For conditions under which the following examinations will give exemption from the Matriculation Examination of the University of London, see separate Regulations obtainable on application to the External Registrar, University of London, South Kensington, London, S.W. 7 :—

Oxford School Examination.  
Higher Certificate Examination of the Oxford and Cambridge Schools Examination Board.  
School Certificate Examination of the Oxford and Cambridge Schools Examination Board.  
Previous Examination of the University of Cambridge.  
Cambridge Senior School Examination.  
Matriculation Examination of the Joint Board of the Northern Universities.  
School Certificate of the Joint Matriculation Board of the Northern Universities.  
Scotch School-leaving Certificate Examination.  
School Certificate of the University of Durham.  
Adelaide Senior Public Examination.  
School-leaving Certificates of Melbourne and Western Australia.

CONDITIONS UNDER WHICH THE CAMBRIDGE SENIOR SCHOOL CERTIFICATE WILL GIVE EXEMPTION FROM THE MATRICULATION EXAMINATION OF THE UNIVERSITY OF LONDON.

The student must have at one and the same Examination obtained a Certificate in the Examination as a whole and passed with credit in the following subjects :—

- (1) English.
- (2) Mathematics (Arithmetic, Geometry, Algebra).

#### Olaboduwa Boys' English School.

NOTICE is hereby given that an application has been received from Mr. D. J. de Silva for grant in aid of his Olaboduwa Boys' English School which is situated in Kalutara District of the Western Province.

Observations will be received not later than July 22, 1928.

Education Office, L. MACRAE,  
Colombo, June 22, 1928. Director of Education.

#### Change of Site of School.

NOTICE is hereby given that an application has been received from Mr. C. Arulambalam for the removal of the J/Tellipalai East Tamil Mixed School, under his management, to a site in the land called Kithiamavady and Periamuthaliseema, a hundred yards to the east of the present site.

Observations will be received not later than July 30, 1928.

Education Office, L. MACRAE,  
Colombo, June 29, 1928. Director of Education.

#### Meethanwala Vernacular Mixed School.

NOTICE is hereby given that the Meethanwala Vernacular Mixed School situated at Meethanwala, Kurunegala District of the North-Western Province, under the management of Mr. A. B. Colin de Soysa, has been registered as a grant-in-aid school, with effect from June 1, 1927.

Education Office, L. MACRAE,  
Colombo, June 22, 1928. Director of Education.

#### Lonach Estate School.

NOTICE is hereby given that the above school situated in the lower Dikoya District of the Central Province, under the management of Rev. H. R. Cornish, has been registered as a grant-in-aid school, with effect from April, 1927.

Education Office, L. MACRAE,  
Colombo, June 29, 1928. Director of Education.

(3) Three of the following :—

- (a) Latin.
- (b) Greek.
- (c) French.
- (d) German.
- (e) Spanish.
- (f) Italian.
- (g) History.\*
- (h) Geography.
- (i) Two of the three following subjects: Additional Mathematics I.; Additional Mathematics II. (a) or (b); or Additional Mathematics III.
- (j) Chemistry.
- (k) Physics.
- (l) Botany.
- (m) Pali.†
- (n) Sanskrit.†
- (o) Sinhalese.†
- (p) Tamil.†

provided that either Latin, or Chemistry, or Physics, or Botany is included, and provided further that one language other than English is included.

N.B.—Applications for a Special Certificate must be made to the General Secretary, Syndicate Buildings, Cambridge, stating the centre and index number, and accompanied by the fee of 1s. for each candidate.

#### PRIVILEGES AND EXEMPTIONS GRANTED BY OTHER BODIES.

For privileges and exemptions granted by other bodies to persons who have passed the Matriculation Examination (in its ordinary form or in the form of the School Examination Matriculation standard) of the University of London, see separate regulations obtainable on application to the External Registrar University of London, South Kensington, London, S.W. 7.

#### Reclassification of School.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary for the reclassification of C/Kadalana Sinhalese Mixed R. C. School, under his management, as separate boys' and girls' schools.

Observations will be received not later than July 30, 1928.

Education Office, L. MACRAE,  
Colombo, June 29, 1928. Director of Education.

#### Reclassification of School.

NOTICE is hereby given that an application has been received from Rev. Father J. B. Meary, O.M.I., for the reclassification of C/Puwakpitiya Sinhalese Mixed Roman Catholic School, under his management, as a Sinhalese and Tamil Mixed School.

Observations will be received not later than July 30, 1928.

Education Office, L. MACRAE,  
Colombo, June 6, 1928. Director of Education.

#### Reclassification of School.

NOTICE is hereby given that an application has been received from Rev. J. P. Ramanayake for reclassification of C/Nugegoda Sinhalese M. C. M. S. School, under his management, as separate boys' and girls' school.

Observations will be received not later than July 30, 1928.

Education Office, L. MACRAE,  
Colombo, June 29, 1928. Director of Education.

#### Change of Management.

NOTICE is hereby given that the Hon. Mr. D. B. Jayatilaka has been appointed as the General Manager of Buddhist Schools in place of Mr. G. Robert de Zoysa.

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

\* English History, or History of the British Empire, or Modern European History, or Roman History, or Greek History.

† Two of the languages (m) (n), (o), (p) will be accepted, provided that one of them be (m) or (n).

**Change of Management.**

**NOTICE** is hereby given that Mr. E. C. H. Moule, Cotta C. M. S. Boys' English School, Cotta, has been appointed Manager of the schools mentioned below in place of Rev. T. S. Johnson.

*Schools referred to.*

Cotta C. M. S. Boys' English School.  
Cotta C. M. S. Girls' English School.

L. MACRAE,  
Director of Education.

Office of the Director of Education,  
Colombo, June 26, 1928.

**GOVERNMENT TECHNICAL SCHOOLS.****SESSIONAL EXAMINATIONS, 1927-28.***Technical Classes.*

**T**HE under-mentioned students have completed their course of study, having passed all the prescribed subjects at the examination held during March, 1928, and are, therefore, entitled to the Full Course Certificates.

*Mechanical Engineering Course (day).*

N. W. Suraweera	J. C. White
O. S. Fernando	C. S. Weerasinghe
F. K. Balaretna Raja	F. T. Ratnavibhusena
A. E. S. Perera	K. Thirunavukarasu

*Electric Wiring.*

E. K. de Lanerolle.

*Engineering Workshop Practice.*

H. M. Perera	Simon Perera
K. D. Hendrick	L. D. Reid
W. M. Fernando	D. Arnolis Perera
Saranelis Appu	

*Building Construction Course.*

Felix Perera	H. J. Billimoria
C. W. A. Jansz	A. Panditaratne
N. C. E. Cooray	T. A. S. Fernando
C. Balasooriya	A. S. H. M. Najmadeen

**COMMERCIAL CLASSES.***General Course.*

A. E. Silva

*Shorthand Typists' Course.*

A. C. Dias | A. D. H. Perera

E. J. JAYAWERA,  
Acting Principal.

**GOVERNMENT TECHNICAL SCHOOLS.****SESSIONAL EXAMINATIONS, 1927-28.**

**T**HE under-mentioned students have passed all the prescribed subjects of the first year at the examination held during March, 1928, and are, therefore, entitled to Group Certificates.

**TECHNICAL CLASSES.***Civil Engineering Course.*

Felix Perera | T. Duraisingham

*Mechanical Engineering Course (day).*

M. E. Weeraman	W. Domingo Silva
O. S. Fernando	D. W. G. Ranasinghe
K. G. Sarnis	F. T. Ratnavibhusena
U. Subramaniam	E. Q. O. Conderlag
S. Selvanayagam	M. D. Fernando

*Mechanical Engineering Course (evening).*

D. Pitigala

**ENGINEERING WORKSHOP PRACTICE COURSE.***Fitting.*

M. G. Perera	K. A. Silva
Carolus Perera	K. E. Pieris
M. Nunderis Perera	

*Machining.*

Don Abraham	W. W. Charles
P. M. Perera	

*Pattern Making.*

W. Gnanapragasam	R. A. Francis
Vincent Perera	M. Simeon Perera
A. P. Bolonge	K. D. Dauneris
H. D. Ariyawansa	H. M. Haniffa
K. Moydeen	A. D. Silvestry

*Building Construction Course.*

C. H. Perera	T. P. Wickremaratna
S. Venayagamoorthy	T. Ethirveerasingham
T. G. Peiris	S. V. Kandasamy
K. G. Sarnis	H. D. Pantaleon
A. A. D. H. Lucas	M. M. Perera
D. Pitigala	T. Duraisingham
S. Jesudasan	R. S. de Mel
M. E. A. Jayatiloke	D. W. G. Ranasinghe
T. G. Francis	M. E. Weeraratna
S. G. V. Fernando	G. W. E. Baron
M. S. E. Cooray	D. L. Hettige
T. M. Gomes	S. C. Rajaratnam
R. P. Waturupatha	W. Don Wilfred
F. K. Balaretna Raja	D. W. Samaraweera
D. V. B. Hapitha	

*Carpenters' Drawing Course.*

G. Ambrose	S. D. J. Perera
C. C. Fonseka	P. A. S. P. Jayawardene
K. M. Fernando	

*Sanitary Engineering Course.*

W. A. Fernand	S. A. Gunasekera
N. Selvadurai	

*Motor Engineering Course.*

W. B. David de Silva.

*Motor Mechanism Course.*

A. E. Jayamanna	A. E. de S. Wijesundera
V. L. Oorloff	

**COMMERCIAL CLASSES.***General Course.*

C. W. A. S. Anthony	H. W. M. Fernando
W. J. Perera	G. S. Emmanuel
O. C. Fernando	O. A. F. Gunawardane
H. D. Amaraduwa	S. Wijesekera
P. D. A. Jayawardane	K. S. Fernando
D. Bogahawatte	A. J. A. Fernando
S. Nagalingam	Peter de Silva
A. Munasinghe	

*Shorthand Typists' Course.*

W. C. Fernando	C. S. P. Wickremesinghe
W. A. Perera	W. de Silva
B. A. Senathiraja	M. H. Ishark

Government Technical Schools,  
Colombo, June 19, 1928.

E. J. JAYAWERA,  
Acting Principal.



## Ninety-Sixth Annual Report of the Ceylon Savings Bank.

### Board of Directors :

The Hon. the Controller of Revenue (*President*).

The Postmaster-General.

The Registrar-General.

### Treasurer :

The Hon. the Colonial Treasurer.

### REPORT FOR THE YEAR 1927.

The Ninety-sixth Annual Report of the Ceylon Savings Bank is submitted, together with the statements of accounts and balance sheet for 1927, duly audited and certified by the Colonial Auditor.

The figures on the tabulated statement show satisfactory allround progress. The popularity of the Bank as a useful public institution has been maintained, although the number of depositors ought to be still larger.

**Deposits.**—The amount deposited during the year was Rs. 3,218,642·74. The number of deposits was 28,755, as against 27,515 in 1926.

**Withdrawals.**—The amount withdrawn during the year was Rs. 2,818,905·10. The number of withdrawals was 23,314, as against 21,518 in 1926.

**Number of Transactions.**—The total number of transactions in deposits and withdrawals was 52,099, as against 49,033 in 1926.

The amount to credit of the depositors on December 31, 1927, was Rs. 6,947,424·90, as against Rs. 6,547,687·26 in 1926—an increase of Rs. 399,737·64, which is due to the normal increase in the number of accounts opened.

**Number of Accounts.**—The number of accounts remaining open at the end of the financial year was 50,085, as against 45,008 in 1926.

The number of accounts opened during the year was 3,632, and the number of accounts closed during the year was 1,855, leaving a nett increase of 2,077 new accounts.

**Interest paid to Depositors.**—The rate of interest paid to depositors was the same as in the preceding year, viz., 4 per cent. on sums not exceeding Rs. 1,000 and 3 per cent. on sums exceeding Rs. 1,000.

The interest paid to depositors for 1927 was Rs. 219,195·48, as against Rs. 201,977·06 in 1926—an increase of Rs. 17,217·42.

**Investment on House Property.**—The amount lent during the year under review on 19 fresh mortgages on house property within the Municipal limits of Colombo was Rs. 167,650, as against Rs. 16,000 in 1926—an increase of Rs. 151,650. This large increase is due to the reduction of interest from 8 to 7 per cent. and the advertisement in the newspapers during the early part of the year.

**Investments on Foreign Securities.**—A sum of Rs. 374,708·64 was invested in Indian 5 per cent. 1945-55. Face value Rs. 341,700.

**Refund of Income Tax on Indian Government Paper.**—A sum of Rs. 5,633·13 was received from the Imperial Bank being refund of income tax on 3½ per cent. Indian Government Paper.

**Profits.**—The nett profit after providing for interest to depositors, expenses of management, rent of premises, &c., was Rs. 37,017·72, as against Rs. 25,145·42 in 1926—an increase of Rs. 11,872·30.

**Cost of Maintaining the Bank.**—The expenses of management of the Bank during the year amounted to Rs. 53,350·62, as against Rs. 51,070·90—an increase of Rs. 2,309·72, due to annual increments to officers.

### GENERAL.

**Maximum Limit of Deposits.**—It has been decided by the Directors to increase the limit of deposits in a year to Rs. 2,000 with Rs. 6,000 as maximum for ordinary depositors, and Rs. 3,000 in a year with Rs. 9,000 as maximum for Charitable Societies. The necessary amendment of the Ordinance is in the hands of the Hon. the Attorney-General.

**Earlier Hours of Business in the Bank.**—For the convenience of the depositors the Bank is now open to the public one hour earlier, namely, from 10 A.M. instead of 11 A.M.

Withdrawals and deposits may be made from 10 A.M. to 12 noon on Saturdays and 10 A.M. to 2 P.M. on other working days.

**Small Number of Depositors in the Provinces.**—The number of new depositors in the other Provinces as compared with the Western Province continues smaller in spite of the circular letter written to the Kachcheries in 1923. A leaflet printed in English, Sinhalese, and Tamil, detailing the advantages offered by the Bank to its depositors, is being distributed through the various Kachcheries with a view to secure more depositors from the country. It is hoped that the Kachcheri Officials as well as the Bank's present depositors will do what they can to bring home to the people the benefits of thrift available in this institution.

**The Directorate.**—With the passing of the Ordinance No. 5 of 1927, the Hon. Mr. A. G. M. Fletcher, C.M.G., the Colonial Secretary, ceased to be the President Director.

The Hon. Mr. E. B. Alexander, C.M.G., also ceased to be a Director on his retirement from the Public Service.

Both these gentlemen rendered valuable service to the Bank.

## Statement showing the Annual Progress of the Ceylon Savings Bank.

Year.	Number of Accounts opened.	Number of Accounts closed.	Amount deposited.	Amount withdrawn.	Number of Depositors.	Amount to Credit of Depositors.
			Rs.	Rs.		Rs.
1918 ..	1,666	1,447	1,286,756	1,342,643	38,627	3,742,593
1919 ..	2,577	1,498	1,814,836	1,469,632	39,706	4,089,722
1920 ..	2,646	1,682	1,938,168	1,744,672	40,670	4,283,218
1921 ..	2,549	1,611	1,896,524	1,676,150	41,608	4,503,592
1922 ..	2,152	1,566	1,822,361	1,706,392	42,194	4,619,561
1923 ..	2,802	1,492	2,070,646	1,786,491	43,504	4,903,716
1924 ..	2,596	1,358	2,369,070	2,083,051	44,742	5,189,736
1925 ..	2,870	1,738	2,712,454	2,162,528	45,890	5,739,662
1926 ..	3,365	1,237	3,174,087	2,366,062	48,008	6,547,687
1927 ..	3,632	1,555	3,218,642	2,818,905	50,085	6,947,424

## Nationality of New Depositors.

	1924.	1925.	1926.	1927.
Burghers ..	505	669	320	379
Europeans ..	116	185	86	109
Indians ..	18	67	21	36
Malays ..	79	184	36	81
Moors ..	161	201	176	245
Parsees ..	2	29	6	—
Sinhalese ..	1,451	1,268	2,358	2,374
Tamil ..	264	267	362	408
Total ..	2,596	2,870	3,365	3,632

## Distribution of New Accounts.

	1924.	1925.	1926.	1927.
Western Province ..	2,131	1,078	2,948	3,141
Central Province ..	166	731	137	161
Southern Province ..	104	86	99	121
Northern Province ..	54	335	41	63
Eastern Province ..	19	97	24	25
North-Western Province ..	30	124	45	36
North-Central Province ..	27	162	20	19
Province of Uva ..	21	158	20	13
Province of Sabaragamuwa ..	44	99	31	51
Foreign Countries (Overseas) ..	—	—	—	2
Total ..	2,596	2,870	3,365	3,632

## Classification of Professions of New Depositors.

	1924.	1925.	1926.	1927.
Artificers ..	130	184	442	64
Civil Servants and Families ..	25	84	9	2
Clergy and Church Funds ..	33	49	35	49
Clerks and Families ..	1,115	1,028	670	480
Co-operative Credit Societies ..	—	—	28	77
District Mudaliyars and Ratemahatmayas ..	12	67	8	13
Domestic Servants ..	134	170	91	180
Doctors and Nurses, &c. ..	48	52	26	44
Educational ..	114	89	94	125
Engineers ..	13	67	4	6
Headmen ..	10	62	6	—
Labourers ..	95	122	95	412
Lawyers ..	21	58	11	11
Merchants and Traders ..	170	169	208	292
Military, Non-commissioned Officers and Privates ..	32	33	14	4
Minors ..	399	146	651	683
No occupation ..	72	155	542	614
Planters and Landowners ..	32	58	41	52
Policemen and Peons ..	75	77	64	109
Post and Telegraphs Employees ..	13	52	14	20
Railway and Breakwater Employers ..	26	56	7	21
Seamen ..	17	39	6	—
Surveyors ..	10	53	7	4
Security Accounts ..	—	—	292	370
Total ..	2,596	2,870	3,365	3,632

	1924. Rs.	1925. Rs.	1926. Rs.	1927. Rs.
Interest paid to Depositors	.. 163,048.71	.. 174,989.91	.. 201,977.06	.. 219,195.48
Interest on loans against property	.. 49,796.02	.. 52,276.95	.. 47,756.69	.. 45,302.23
Balance transferred to Reserve Account	.. 25,258.11	.. 26,704.38	.. 25,145.42	.. 37,017.72

## Balance Sheet of the Ceylon Savings Bank, December 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.
To Amount at credit of Depositors	...	6,947,424	90	By Cash in Banks:—					
Suspense Account (Cash received from unidentified depositors and amounts received in advance awaiting settlement)	..	421	26	At credit of Directors	..	48,961	89		
Advance rent of Bank Properties	..	60	0	At credit of Treasurer	..	20,908	39		69,870 28
Sundry Creditors	..	486	47	By Fixed Deposits in Local Banks, 4 to 4½ per cent.	..			2,051,000	0
Reserve Fund—				By Investments at cost:—					
Balance as at December 31, 1926	..	820,765	33	United Kingdom War Loan, 5 per cent.	..	706,776	12		
Profits for 1927	..	37,017	72	Colonial Government Securities, 3, 3½, and 5½ per cent.	..	1,084,886	66		
		857,783	05	Nigeria Loan, 4 per cent.	..	112,321	75		
				Indian Government Loan, 3½ per cent.	..	1,892,166	18		
				Indian Government Loan, 5 per cent.	..	474,623	83		
				Ceylon Inscribed Loan, 4 per cent.	..	653,260	20		
								4,924,034	74*
				By Loans on Colombo House property, 7 and 8 per cent.	..			620,818	6
				Bank properties	..			15,177	56
				Accrued interest:—					
				On Fixed Deposits in Local Banks, 4 to 4½ per cent.	..	31,947	97		
				On United Kingdom War Loan, 5 per cent.	..	19,476	50		
				On Colonial Government Securities 3, 3½, and 5½ per cent.	..	17,565	28		
				On Indian Government Loan, 3½ per cent., 1945/55	..	25,995	23		
				On Indian Government Loan, 5 per cent. Bonds	..	4,498	10		
				On Ceylon Inscribed Loan, 4 per cent.	..	10,420	83		
				On Loans on Colombo House property, 7 and 8 per cent.	..	8,489	69		
				On Accrued rents on Bank properties	..	135	0		
				On Discount on £3,000 Kenya Loan, 5 per cent.	..	394	43		
								118,923	3
				By Advance Account (Kalamazoo Binders)	..	—	—	1,493	56
				By Office furniture	..	—	—	4,755	75
				By Deposits for Trunk Line Fees	..	—	—	10	0
				By Sundry Debtors	..	—	—	92	70
Total	...	7,806,175	68	Total	...	7,806,175	68		

\* Market value on December 31, 1927, Rs. 3,858,902.84.



## SCHEDULE.

No. of Logs, 5 Ft. and upwards Mid-girth. Cubic Ft.	No. of Logs between 4 Ft. and 5 Ft. Mid-girth. Cubic Ft.	Total. Cubic ft.	
1. Satin .. 24 = 785	22 = 559	46 = 1,344	} All sound logs lying at the Batticaloa Bar Depôt. Distance of transport to Batticaloa Railway Station, 2½ miles.
2. Milla .. 154 = 4,626	82 = 1,621	236 = 6,247	
3. Palu .. 3 = 113	—	3 = 113	
4. Ranai .. 58 = 1,994	32 = 736	90 = 2,730	
5. Na .. 12 = 354	9 = 191	21 = 545	
6. Hulanhik .. 8 = 356	—	8 = 356	
259 = 8,228	145 = 3,107	404 = 11,335	
7. Halmilla .. 49 = 1,001	105 = 1,418	154 = 2,419	
8. Satin .. 9 = 275	4 = 96	13 = 371	} All sound logs lying at Arugam Bay. Timber can be transported by sea to Colombo or Kan- kesanturai at an approximate cost of 80 cents and 60 cents per cubic foot respectively.
9. Palu .. 11 = 424	—	11 = 424	
10. Ranai .. 9 = 351	3 = 68	12 = 419	
29 = 1,050	7 = 164	36 = 1,214	
11. Halmilla .. 100 = 2,439	44 = 782	144 = 3,221	

Post and Telegraph Learners' and Night  
Telephonists' Examination.

THE under-mentioned candidates have been successful in the above examination held on April 24, 1928, and the following days:—

T. B. Narampanawa	K. P. F. Jayatilake
J. D. A. Joseph	S. Jeremiah
V. Karthigesu	H. B. James
S. H. C. Fernando	A. Kandiah of Vaddukkodai
V. Kanapathipillai	T. Tharmalingam
J. A. A. Perera	G. W. R. de S. Gunasinghe
A. Gunaratnam	L. B. Peeligama
A. Ponnampalam of Tellipalalai	W. N. de S. Gunawardena
K. Ponnampalam of Anuradhapura	A. D. Pedrick
G. B. D. Netamanickam	P. S. Munasinghe
J. V. O. Bartlott	O. R. G. Jayatilake
G. S. Weerasinghe	E. Subramaniam
D. G. Lawrence	R. Samarawickreme
D. H. Jayanetti	S. Sivasubramaniam
L. L. de Silva	L. Herath
A. R. Gunadasa	A. A. L. Marikar
V. Krishnapillai	M. A. H. Gunawardene
F. N. Weerasinghe	S. Muthiapillai
	A. C. A. Razak

## Night Telephonists.

F. Samarasinghe

## Ceylon Government Railway.

IT is hereby notified that the following candidates have passed the examination held on May 17, 18, and 19, 1928, for admission to Class II. of the Railway Clerical Service:—

1. K. G. D. de Silva, Metaramba, Unawatuna, Galle.
2. J. L. Atapattu, "Canal View," Nedimala, Dehiwala.
3. D. A. H. S. Dissanayake, Transportation Department, C. G. R.
4. K. M. S. de Costa, Galwadugoda, Galle.
5. S. Subramaniam, 77, New Chetty street, Colombo.
6. H. W. Caldera, Pannipitiya.
7. A. D. Amaraturunge, General Manager's Department, C. G. R.
8. S. C. Dassanaikie, Chief Accountant's Department, C. G. R.

9. S. Balasubramaniam, Kokuvil East, Jaffna.
10. J. E. Speid, St. Mary's School, Nawalapitiya.
11. G. W. Robert, Transportation Department, C. G. R.
12. C. Chothinathan, Thavady, Jaffna.
13. V. Karthigasu, Alexander road, Wellawatta.
14. M. Ramalingam, Vaddukkodai, Jaffna.
15. V. Kathirasu, Alaveddy English School, Alaveddy.
16. P. L. H. de Siva, Glanrhos, Neboda.
17. T. Krishnapillai, 13/5, Hill street, Colombo.
18. M. I. Rajaratnam, Urumpiray South, Chunnakam.
19. I. M. D. Daniel, Chief Accountant's Department, C. G. R.

R. F. GOONERATNE,  
Colombo, June 23, 1928. for General Manager.

## Gemming in Crown Land.

TENDERS for permission to gem in Crown land called Meekandanela in Kumbukkanagama in Padukumbura wasama in Bintenna korale of Bintenna division, Province of Uva, are hereby invited by the Government Agent, Province of Uva, and will be received at the Badulla Kachcheri, up to 10 A.M., on Wednesday, August 15, 1928.

2. Tenders must be sealed and endorsed on the envelope "Tender for Permission to gem in Crown land."

3. The Government Agent, Uva, does not bind himself to accept the highest or any tender. No reason will be assigned for any tender not accepted.

4. The successful tenderer will be called upon to pay a sum which may be fixed by the Government Agent, Uva, as rent for 1928, on the permit for gemming which will be issued by the said Government Agent.

5. The permit so issued will be in force for one year. If the lessee wishes to continue the lease, he should make his application in writing to the Government Agent, Uva, for renewal of the permit, one month before the date of expiration of the permit.

6. The permit will be issued subject to the usual conditions governing the issue of permits to gem in Crown land. Intending applicants may apply at the Land Office, Badulla Kachcheri, for particulars as regards the conditions:

The Kachcheri, Badulla, June 20, 1928. J. R. WALTERS,  
Acting Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises known as Stork Gardens, Maradana, bounded on the north and east by tram line at Second Division, Maradana, and Tichbourne place, on the south by De Saram place, on the west and north-west by Norris Canal road and Arab place: Such premises are hereby declared, in terms 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 8, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 21, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 66, Baseline road, 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 the Quarantine Station premises, on the east by the Dematagoda-ella, on the south by a line running due east to the Dematagoda-ella from the Wireless Station, on the west by the Kelani Valley Railway line.

This declaration shall take effect from June 20, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 22, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated May 22, 1928, published in the *Government Gazette* No. 7,644 of May 25, 1928, the premises bearing assessment No. 1, situated at Turret road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas 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 June 5, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 21, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 10, Nelson road, 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 Beira lake, on the east by Alvis place, on the south by St. Michael's road, on the west by the Municipal drain and western boundary of proposed Polwatta Laundry.

This declaration shall take effect from June 18, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 26, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out at Etul 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 leading to the house of Mr. K. B. Perera Nanayakara, south by dewata road, opposite C. M. S. school, east by high road, west by Juanna-ella.

This declaration shall take effect from the date hereof.

June 15, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at Kirilapone, No. 430, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz.:—

The area is bounded on the north by land belonging to D. P. Wijesingha, south by footpath leading to Andaragawatta, east by land belonging to Mrs. Juan (Badulleghawatta), west by dewata road.

This declaration shall take effect from the date hereof.

D. E. WIJESKERE,  
June 20, 1928. Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated February 28, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises known as the reclaimed land at Parson's road, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises: It is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 16, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 21, 1928. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated February 2, 1928, published in the *Government Gazette* No. 7,628 of February 10, 1928, the premises bearing assessment No. 47/48, 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 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 February 24, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 21, 1928. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated February 1, 1928 published in the *Government Gazette* No. 7,628 of February 10, 1928, the premises bearing assessment No. 17, situated at Lockgate lane, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises: It is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from February 24, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, June 21, 1928. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Boralesgomuwa 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 Ambagahawatta south by Godigomuwa village boundary, east by Godigomuwa village boundary, west by dewata road.

This declaration shall take effect from the date hereof.

June 19, 1928.

D. E. WIJESKERE,  
Chief Headman.



**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Dehiwala (premises bearing assessment No. 39) 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 Mudaliyar Peiris' land, south by Initium road, east by Dr. D. J. Jayaratne's land, west by railway line.

This declaration shall take effect from the date hereof.

June 12, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by Mrs. De Saram's land, south by lands belonging to M. Fernando and others, east by fields, west by Mrs. De Saram's land.

This declaration shall take effect from the date hereof.

June 19, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Boralesgomuwa 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, south by Ambagahawatta, east by Godigomuwa village boundary, west by Ambagahawatta.

This declaration shall take effect from the date hereof.

June 19, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**NOTICE** is hereby given that the area declared infected at Makewita 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 2, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, June 20, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**NOTICE** is hereby given that the area declared infected at Gampaha Medagama 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 2, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, June 20, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**NOTICE** is hereby given that the area declared infected at Walana in Alutkuru korale north 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 2, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, June 20, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**NOTICE** is hereby given that the area declared infected at Gampaha Medagama 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 2, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,  
Colombo, June 20, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by a land belonging to Ungage Johanis, south by Mandavilakumbura (field), east by a land belonging to M. D. Basthian, west by Mandavilakumbura (field).

This declaration shall take effect from the date hereof.

June 19, 1928. G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by a land belonging to heirs of Mr. J. Mathayas de Mel, south by a land belonging to B. Mathiyas Mendis, east by Galle road, west by a land belonging to Fread Fernando.

This declaration shall take effect from the date hereof.

June 20, 1928. G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by boundary of fields of P. V. Nagoda, south by land of H. Balbinahami, east by land of W. Christobu Appu and barbed wire, west by boundary of fields of P. V. Nagoda.

This declaration shall take effect from the date hereof.

June 16, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kaleliya Hiriwalamulla 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 Gaspe-Hiriwala Village Committee road, south by village boundary of Raddalgoda, east by Pasiyala-Giriulla Public Works Department road, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Henepola 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 Pannalpitiya, south by village boundary of Makkanigoda, east by Crown forest called Andenikanda *alias* Dambukanda, west by Crown forest called Kabaragalakanda.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Dahenpahuwa 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 Udu-ulla, south by village boundary of Yapalana, east by Crown forest called Deegalakanda, west by village boundary of Bokalagama Ihalagama.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by Maha-oya, south by village boundary of Delwala, east by a tract of paddy fields, west by Kuda-oya.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kandangomuwa, in Udugaha pattu north, Hapitigam korale of Negombo District of the Western Province: It is hereby declared in terms of section 5,

sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Loluwagoda, south by village boundary of Minioluwa, east by village boundaries of Madurupitiya and Hapugahagedara, west by village boundary of Nugadeniya.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kulegedara 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 a tract of paddy fields, south by a Dewatu road, east by a tract of paddy field, west by Kitulwala-Hettimulla Village Committee road.

This declaration shall take effect from the date hereof.

June 16, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kobellawita 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 Maha-oya, south by village boundary of Balathowa, east by korale boundary of Four Korale, west by village boundary of Talagama.

This declaration shall take effect from the date hereof.

June 11, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by village boundaries of Udu-ulla and Dahenpahuwa, south by village boundaries of Bokalagama, Panawallanda, and Bokalagama, Dolshena, east by village boundaries of Raddalgoda and Hiriwala, west by village boundaries of Gaspe and Kukuluape.

This declaration shall take effect from the date hereof.

June 9, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Makkanigoda 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 Mirigama, south by a tract of paddy fields, east by village boundary of Henepola, west by village boundary of Bolana.

This declaration shall take effect from the date hereof.

June 9, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Paragoda 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 village boundary of Divuldeniya, south by village boundary of Navana, east by village boundary of Karawilakumbura, west by village boundary of Diyagampola.

This declaration shall take effect from the date hereof.

June 12, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Makura, 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 Talagama, south by village boundary of Botale-Ihalagama, east by korale boundary of Four korale, west by village boundary of Talagama.

This declaration shall take effect from the date hereof.

June 11, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Erabadda and Kotadeniyawa, 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 village boundary of Galimbure, south by Kuda-oya, east by village boundary of Haloluwa, west by Maha-oya and Kuda-oya.

This declaration shall take effect from the date hereof.

June 12, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Tawalampitiya, 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 boundaries of Wilwatta and Mirigama, south by Tawalampitiya-Danowita Village Committee road and village cart road

leading from Tawalampitiya to Kindiwela, east by Crown land called Mirigankanda, west by Pasyala-Giriulla Public Works Department road.

This declaration shall take effect from the date hereof.

June 12, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pannalpitiya, 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 Lindara, south by village boundaries of Pamunuwatta and Henepola, east by Crown forest called Karagahatenna, west by Crown forest called Diyalakanda.

This declaration shall take effect from the date hereof.

June 15, 1928. A. L. DASSANAIKE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Franklands, Kurikotuwa, in the Meda pattu of S. K. 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 Higgolla estate, south by road leading to Maligatenna estate, east by Maligatenna estate, west by Hiripitiya-Banduragoda road.

This declaration shall take effect from the date hereof.

June 18, 1928. A. D. MUNASINGHE,  
Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Badalgama 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 road, east by Siringapatha estate, west by road running to Maha-oya.

This declaration shall take effect from the date hereof.

June 16, 1928. C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Medamulla 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. Marthelis Tissera and others, south by land of Jeelis Appuhamy and others, east by Temple land, west by land of J. Hendrick Appuhamy.

This declaration shall take effect from the date hereof.

June 16, 1928. C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Medamulla 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 deniya land, south by the land belonging to J. Coranelis Appuhamy, east by the land belonging to J. Babappuhamy, west by the land belonging to Hathan Appuhamy.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
June 16, 1928. Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Badalgama 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 high road, east by the road running to Maha-oya, west by Kuda-oya.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
June 16, 1928. Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by Danwalkotuwa estate, south by land of Christiya and others, east by fields west by Village Committee road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
June 19, 1928. Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Welangana 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 Wekade villaget south by tract of fields, east by Welangana village, west by Tammita village.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
June 19, 1928. Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by land of Charlis Raasinghe, south by fields, east by Village Committee road, west by land of Mr. M. Maradappa.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
June 19, 1928. Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by Katukenda estate, south by field, east and west by Katukenda estate.

This declaration shall take effect from the date hereof.

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

**Foot-and-Mouth Disease.**

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

The area is bounded on the north and south by dewata path, east and west by fields.

This declaration shall take effect from the date hereof.

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

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by water-course, south by wire fence, east by field, west by Maha-oya.

This declaration shall take effect from the date hereof.

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

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Koswattegoda, Nakandalagoda, and Adikarigoda (No. 770), in the Kalutara totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the Alutgama-Welipenna road, east by the Kuttiweligoda village boundary, south by Kalawil-welyaya, and west by the Alutgamidiya-Nauthuduwa Village Committee road is infected, in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from June 26, 1928.

EDMUND PIERIS,  
June 26, 1928. Mudaliyar of Panadura and Kalutara Totamunes.

**Foot-and-Mouth Disease.**

**N**OTICE is hereby given that the area declared infected under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and proclaimed in *Government 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 the date hereof.

C. H. HARTWELL,  
The Kachcheri, for Assistant Government Agent,  
Nuwara Eliya. June 25, 1928:

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Maunawa palata 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 Kolamunu-oya, south by Yagm pattu and Karanda pattu korales, east by Kudakolawa palata, west by Bingiriya palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 19, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Bowatta palata in Meda pattu 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 Nedalagamuwa palata, south by Elabodagama and Galayaya palatas, east by Madigepola and Elabodagama palatas, west by Pitigal korale.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 19, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Bihalpola in Yatikaha korale south 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, south, and east by Meddeketiya korale boundary, west by Nakkawatta and Ganangomuwa villages.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 20, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Manelembuwa palata in Kinyama 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 Ihala Konkadawala and Kirindegama villages, south by Pahalakiniyama and Giratalane korale, east by Baladora korale and Giratalane korale, west by Getulawa and Puwakgaha-kadawala villages.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 20, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kinyama palata in Kinyama 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 Baladora korale, south by Ihala Kinyama and Bandarigalgoda villages, east by Agare and Ihala Kinyama villages, west by Wellangiriya and Alutgama villages.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 20, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Palugomu palata in Katugampola korale south 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 Yagam pattu korale south by Udadeni palata, east by Udubaddawa palata, west by Compasspara.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 21, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Udadeni palata in Katugampola korale south 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 Palugomu palata and Bibiladeniya palata, south by Meda pattu korale west and Pitigal korale, east by Bibiladeniya palata, west by Compasspara.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 21, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Bibiladeniya palata in Katugampola 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 Udubaddawa palata, south by Meda pattu korale west, east by Katugampola korale north, west by Udadeniya palata.

This declaration shall take effect from the date hereof.

L. NUGAWELA,

June 21, 1928. Ratemahatmaya, Katugampola Hatpattu.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth cattle disease has broken out at Pahalawalahapitiya in Yatakalan pattu, Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by the village limit of Kudawewa, east by the village limit of Ihalawalahapitiya, south by the village limit of Nattandiya, and west by the village limits of Halpanwala and Horagalla, is infected in terms of section 5, of 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 21, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth cattle disease has broken out at Ihala Walahapitiya in Yatakalam pattu, Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by the village limits of Galamuna and Puruduwella, east by the village limits of Mutthendiwila and Pilakatumulla, south by the village limit of Nattandiya, and west by Negombo-Puttalam canal, 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 21, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by a proclamation dated May 9, 1928, the village Pabala Katumeriya in Kammal pattu, Pitigal korale south, Chilaw District, North-Western Province, was an infected area under section 5 of sub-section (1) and (2) of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said village, it is hereby declared under section 5 of sub-section (5) of Ordinance No. 25 of 1909, that the said village is now free from foot-and-mouth disease, and is no longer an infected area.

C. A. ABEYERATNE,  
Mudaliyar, Pitigal Korale South.

June 25, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by a proclamation dated May 1, 1928, the village Mattakotuwa in Yatikalam pattu, Pitigal korale south, Chilaw District, North-Western Province, was an infected area under section 5 of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas foot-and-mouth cattle disease no longer exists in the said village, it is hereby declared under section 5 of sub-section (5) of Ordinance No. 25 of 1909, that the said village is now free from foot-and-mouth disease, and is no longer an infected area.

C. A. ABEYERATNE,  
Mudaliyar, Pitigal Korale South.

June 25, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by a proclamation dated May 2, 1928, the village Kolinjadiya in Kammal pattu, Pitigal korale south, Chilaw District, North-Western Province, infected area under section 5 of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said village, it is hereby declared under section 5 of sub-section (5) of Ordinance No. 25 of 1909, that the said village is now free from foot-and-mouth disease, and is no longer an infected area.

C. A. ABEYERATNE,  
Mudaliyar, Pitigal Korale South.

June 25, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by a proclamation dated May 5, 1928, the village Hamdirapola in Otara palata, Pitigal korale south, Chilaw District, North-Western Province, was an infected area under section 5 of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said village, it is hereby declared under section 5 of sub-section (5) of Ordinance No. 25 of 1909, that the said village is now free from foot-and-mouth disease, and is no longer an infected area.

C. A. ABEYERATNE,  
Mudaliyar, Pitigal Korale South.

June 25, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by a proclamation dated April 19, 1928, the villages Toduwawa south and Toduwawa north in Yatakalam pattu, Pitigal korale south, Chilaw District, North-Western Province, was an infected area under section 5 of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas foot-and-mouth cattle disease no longer exists in the said villages, it is hereby declared under section 5 of sub-section (5) of Ordinance No. 25 of 1909, that the said villages are now free from foot-and-mouth disease, and are no longer an infected area.

C. A. ABEYERATNE,  
Mudaliyar, Pitigal Korale South.

June 25, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth cattle disease has broken out at Yogyana and Jankurawila in Otara palata in Pitigal korale south, Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by Giriulla road, east by the village limit of Kudawila, south by Maha-oya, and west by District Road Committee road, is infected in terms of section 5 of 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 23, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by proclamation dated April 27, 1928, the villages of Madampe and Piekkulama 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 area: It is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This proclamation shall take effect from this date.

A. BASNAYARA,  
Acting Mudaliyar, Pitigal Korale North.

June 20, 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 20, 1928.

**AREA REFERRED TO.**

Ambakandawila.

**Boundaries.**

North: Welibana.

East: Lagoon.

South: Sea.

West: Village boundary of Iranawila.

A. BASNAYARA,  
Acting Mudaliyar, Pitigal Korale North.

June 20, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** by proclamation dated April 28, 1928, the village of Munnessaram was 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 area: It is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This proclamation shall take effect from this date.

A. BASNAYARA,  
Acting Mudaliyar, Pitigal Korale North.

June 21, 1928.



**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out in the under-mentioned area described below in Pitigal korale north in 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 20, 1928.

**AREA REFERRED TO.**

Bombiwela.

**Boundaries.**

North: Radawige-ela.  
East: Deduru-oya and Bombiwela tank.  
South: Deduru-oya.  
West: Bangadeniya-Mandalana, District Road Committee road, village boundary of Diganwewa.

A. BASNAYAKA,

June 20, 1928. Acting Mudaliyar, Pitigal Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out in the under-mentioned area described below in Pitigal korale north in Chilaw District in 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 area:—

This proclamation takes effect from June 23, 1928.

**AREA REFERRED TO.**

Beach Ward, Chilaw.

**Boundaries.**

North: Mutwal.  
East: Lagoon.  
South: Burial ground at Welihena.  
West: Sea.

A. BASNAYAKA,

Acting Mudaliyar, Pitigal Korale North.

June 23, 1928.

**Foot-and-Mouth Disease.**

**N**OTICE is hereby given that the area declared infected at Sammenturai pattu of the Revenue District of Batticaloa, Eastern Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* No. 7,645 of June 1, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

The declaration is to take effect from this date.

The Keocheri,  
Batticaloa, June 19, 1928.

S. F. AMERASINGHE,  
for Government Agent.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out in the village of Dajuwelana in Dehigampal korale, Egodapota pattu in Three Korales, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) in section 5 of Ordinance No. 25 of 1909:—

The infected area is bounded on the north by Stinford estate, east and south by Sunny Croft estate, and west by the village boundary of Indurana.

This declaration is to take effect from to-day.

J. H. MEEDENIYA,

June 23, 1928. Ratemahatmaya, Three Korales and Lower Bulatgama.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Indurana village in Dehigampal korale, Egodapota pattu in Three Korales, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) in section 5 of Ordinance No. 25 of 1909.

The infected area is bounded on the north by Gonagala estate, east by Stinford estate, south by Kekirihena, west by the village boundary of Armitirigala.

This declaration is to take effect from to-day.

J. H. MEEDENIYA,

June 23, 1928. Ratemahatmaya, Three Korales and Lower Bulatgama.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out at Aturuwala and Riligala in Aturuwala palata in Udakaha korale west 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 Katugampola hatpattu, south by Kudagammana palata, east by Dambadeni palata, west by Katugampola hatpattu.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,

June 18, 1928. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out at Udakakulawala palata in Udakaha korale west of 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 Talwatta, Abbowa, and Mabopitiya, south by Maha-oya and Wewala palata, east by Urulamulla, Miriheliya, and Galwarama, west by Maha-oya and Wewala palata.

This declaration shall take effect from the date hereof.

E. W. MARALANDE,

June 18, 1928. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out at Hittarapola in Ihalewettawa palata in Udakaha korale east 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 Kuda-oya, south by Nugawela palata, east by Udumulu and Poramadala palatas, west by Nugawela and Galgamuwa palatas.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,

June 19, 1928. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out at Nugawela palata in Udakaha korale east of Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5,