



THE CEYLON GOVERNMENT GAZETTE

No. 7,658 — FRIDAY, AUGUST 10, 1928.

Published by Authority.

PART I.—GENERAL.

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

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NEW LAW REPORTS—Part X. of Vol. XXIX. was issued on the 8th instant.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

J 1128/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 28 of "The Courts Ordinance, 1889," as amended by section 2 of Ordinance No. 8 of 1924, it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least in each year at Colombo, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint, such Sessions commencing at Colombo on January 10, on March 20, on July 10, and on October 10 in every year.

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court shall be holden on the day hereinafter mentioned at Chilaw, a place included within the said Western Circuit :

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Chilaw in the said Western Circuit, on or about Monday, August 20, 1928.

Colombo, August 3, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

J 275/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of the Courts Ordinance, No. 1 of 1889, have been pleased to appoint that the District Court, Batticaloa, and the Court of Requests, Batticaloa, shall be holden at the Vilcassim Hall, Batticaloa, from August 20, 1928, until such date as the ordinary court-houses cease to be used by the Supreme Court.

Colombo, August 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 295 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the following promotions in the Ceylon Civil Service, as from July 1, 1928 :—

To Class I., Grade I.

The Hon Mr. W. E. WAIT.

To Class I., Grade II.

Mr. M. A. Young.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 8, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

No. 296 of 1928.

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

Mr. J. WILMOT PERERA to act as District Judge, Additional Commissioner of Requests, Additional Police Magistrate, and Superintendent of Prisons, Negombo, during the absence of Mr. G. FURSE ROBERTS, from August 13 to 18, 1928, inclusive, or until the resumption of duties by that officer.

Mr. V. C. MODDER to act as District Judge, Nuwara Eliya, and Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, on August 6, 1928, during the absence of Mr. C. F. INGLEDOW, or until the resumption of duties by that officer.

Mr. H. D. RATNATUNGA to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, from August 7 to 13, 1928, inclusive, during the absence of Mr. V. P. REDLICH, or until further orders.

Mr. H. E. WIKRAMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, from August 14 to 20, 1928, inclusive, during the absence of Mr. V. P. REDLICH, or until the resumption of duties by that officer.

Mr. R. N. BOND to be, in addition to his own duties, Additional District Judge and Additional Commissioner of Requests, Badulla-Haldummulla, during the absence of Mr. E. H. LUCETTE, from August 13, 1928, until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from August 8 to 11, 1928, inclusive, during the absence of Mr. S. D. DHONDY, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure, and Additional District Judge for the District of Kalutara, on August 10, 1928, during the absence of Mr. S. P. WICKRAMASINHA, or until the resumption of duties by that officer.

Mr. H. J. WICKREMARATNE to act as Commissioner of Requests and Police Magistrate, Balapitiya, on August 4, 1928, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, from August 10 to 13, 1928, inclusive, during the absence of Mr. L. J. DE S. SENEVIRATNE, or until the resumption of duties by that officer.

Mr. FRANK MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. W. O. STEVENS, on August 7, 1928, or until the resumption of duties by that officer.

The Hon. Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, on August 6, 1928.

Mr. JAMES COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, on August 7, 1928, during the absence of Mr. J. N. ARUMUGAM, or until the resumption of duties by that officer.

Mr. MERRILL PEREIRA to act as Municipal Magistrate, Colombo, during the absence of Mr. E. M. C. JOSEPH, on August 4, 1928, or until the resumption of duties by that officer.

Mr. M. A. PERERA to act as Police Magistrate, Kandy; Additional Commissioner of Requests, Kandy; Municipal Magistrate, Kandy; and Additional District Judge, Kandy, from August 8 to 12, 1928, inclusive, during the absence of Mr. R. Y. DANIEL, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANIGESEKERA to be Additional Police Magistrate, Dumbara, on August 16, 1928.

Mr. S. SUBRAMANIAM to be Additional Police Magistrate, Chavakachcheri, on August 14, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, August 9, 1928. Colonial Secretary.

No. 297 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Mounted Rifles:—

To be Major provisionally under Ceylon Defence Force Regulation 114.

Captain WILFRED JOHN RETTIE, M.C.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, August 9, 1928. Colonial Secretary.

No. 298 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion on the Headquarter Staff, Ceylon Defence Force:—

To be Captain.

Lieutenant and Civil Master Armourer SYDNEY ROBERT SPICER.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, August 6, 1928. Colonial Secretary.

No. 299 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Supply and Transport Corps:—

To be Lieutenant.

Second Lieutenant DAVID MITCHELL BAKER.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, August 6, 1928. Colonial Secretary.

No. 300 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. H. W. SAMARAKOON to be an Inquirer, with authority under section 365 (1) of the said Code to order post-mortem examinations when necessary for the Ambatalenpahala subdivision of the Colombo Mudaliyar's division, in the District of Colombo, Western Province, *vice* Mr. MAURICE PERERA, transferred.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, August 6, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. A. F. P. RANASINGHE to act as Registrar of Lands, Tangalla, for three days from August 1, 1928, during the absence of the Registrar, Mr. D. C. DE A. S. JAYASUNDERA, on leave.

Mr. PETER JOSEPH SWAMPILLAI to act as Registrar of Lands, Mullaittivu, for four days from August 5, 1928, during the absence of the Registrar, Mr. A. KANAGASABAPATHY, on leave.

Mr. JOHN VYRAMUTTU AIYAMPILLAI to act as Registrar of Lands, Trincomalee, for eighteen days from July 25, 1928, during the absence of the Registrar, Mr. T. A. P. MYLVAGANAM, on leave.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, August 7, 1928. Registrar-General.

IT is hereby notified that I have appointed DISANAYAKA MUDIYANSELE VELEGEDARA MUDIYANSE (provisionally) as Registrar of Births and Deaths of Laggala Pallesiya pattu division, and of Marriages (Kandy and General) of Matale East division, in the Matale District of the Central Province, with effect from August 11, 1928, *vice* RATERALLEGEDARA PUNCHIRALA, deceased. His office will be at Rateralleihalagedarawatta in Leloya; station: Idan-gedarawatta in Guruwela.

Registrar-General's Office C. COOMARASWAMY,
Colombo, August 2, 1928. Registrar-General.

IT is hereby notified that I have appointed SELLA-PULLEGE DANIEL ROMEL ROSA (provisionally) as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, with effect from August 14, 1928, *vice* VINASITAMBY RAMALINGAM, retired. His office will be at Madurankulykani in Madurankuli.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, July 30, 1928. Registrar-General.

IT is hereby notified that I have appointed EGODARALLAGE LOKU BANDA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (Kandy and General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, with effect from August 4, 1928, *vice* Registrar, K. B. EDRISURIYA, on leave. His office will be at Migahakotuwewatta in Kalwana.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, August 1, 1928. Registrar-General.

IT is hereby notified that I have reinstated WITANAWASAN JEERIS DE SILVA as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, with effect from July 30, 1928. His office will be at Talagahawatta in Tellambura.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, July 30, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ABRAHAM DE SILVA ABEYSINGHE to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for four days from July 28, 1928, during the absence of the Registrar, JOHN CHRISTOPHER KANNANGARA, on leave. His office will be at No. 264, Galle road, Wellawatta.

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUWITA ARACHCHIGE DON RATNASEKERA to act as Registrar of Births and Deaths of Mulleriyawa division, and of Marriages (General) of Adikari pattu of Hewagam korale division, in the Colombo District of the Western Province, for two days from July 30, 1928, during the absence of the Registrar, MUDALIGE DON CAROLIS WIJEGONEWARDANE, on leave. His office will be at Telabugahawatta in Mulleriyawa.

The Additional Assistant Provincial Registrar, Colombo, has appointed WIJESINHAPATIRAGE PETER PERERA to act as Registrar of Births and Deaths of Ambatalenpahala east division, and of Marriages (General) of Ambatalenpahala division, in the Colombo District of the Western Province, for two days from July 30, 1928, during the absence of the Registrar, MENIKGAMA ARACHCHIGE DON MATHIAS SENEVIRATNA GUNAWARDENA, on leave. His office will be at Kongahawatta in Kelanimulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed WILFRED OSBORNE DE ZOYSA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for four days from August 1, 1928, during the absence of the Registrar, ELIADURA JONAS DE SOYZA, on leave. His office will be at No. 54A, Bloemendahl road, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed ARNOLD SIRISENA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, on August 4, 1928, during the absence of the Registrar, RICHARD HERBERT DE ALWIS, on leave. His office will be at the Kachcheri, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. DON JAMES HECTOR FERDINANDO to act as Medical Registrar of Births and Deaths of the Maradana division, in the Colombo District of the Western Province, on August 6, 1928, during the absence of the Registrar, Dr. ALBERT CYRIL FERNANDO, on leave. His office will be at No. 229, Dematagoda road, Maradana, Colombo.

The Additional Assistant Provincial Registrar, Kalutara, has appointed KALUARACHCHIGE DARLING DE SILVA SAMARASINGHE to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for eleven days from July 9, 1928, vice GEORGE JOSEPH PERERA, transferred. His office will be at the Kacheheri, Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON BRUMPY WEERAKOON to act as Registrar of Births and Deaths of Paiyagala and Maggon badda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for two days from July 30, 1928, during the absence of the Registrar, DON ARON SENEVIRATNE GUNATILAKE, on leave. His office will be at Thalapatandanewatta in Maha Paiyagala.

The Additional Assistant Provincial Registrar, Kandy has appointed ABAYAKOON MUDIYANSELAGE MEDDUMA BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda palata No. 2 division, in the Kandy District of the Central Province, for two days from August 6, 1928, during the absence of the Registrar, KANGARA MUDIYANSELAGE KIRI BANDA, on leave. His office will be at Galewatta in Ulapane.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed KOSWATTEGEDARA KIRI BANDA WICKRAMASINHA to act as Registrar of Births and Deaths of Oya palata korale division, and of Marriages (General) of Walapane (excluding the portion in ravets) division, in the Nuwara Eliya District of the Central Province, for three days from August 6, 1928, during the absence of the Registrar, DAMBAGOLLEGEDARA APPUHAMY, on leave. His office will be at Ambalamalangawatta, Batagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed WALIMUNI CORNELIS MENDIS ABESSEKERA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on August 2, 1928, during the absence of the Registrar, AGAMPODI ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Kammalawatta in Nape.

The Additional Assistant Provincial Registrar, Galle, has appointed MERENNA DESON SILVA JAYARATNA to act as Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for twenty-nine days, from August 3, 1928, during the absence of the Registrar, RICHARD FRANCIS WEERASINGHE, on leave. His office will be at Civil Dispensary, Ambalangoda.

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 August 6, 1928, during the absence of the Registrar, CHARLES DIAS GUNASEKERA, on leave. His office will be at Pinikahanawatta in Pinikahana.

The Additional Assistant Provincial Registrar, Galle, has appointed ELGIN DE SILVA WEERASURIYA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from August 7, 1928, during the absence of the Registrar, WILLIAM WARNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ARNOLIS DE SILVA JAYAWICKRAMA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on August 13, 1928,

during the absence of the Registrar, BARON DE SILVA JAYAWICKRAMA, on leave. His office will be at Kalatiyagodawatta in Polpogoda.

The Assistant Provincial Registrar, Matara, has appointed DAVID GUNARATNA to act as Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for four days from August 1, 1928, during the absence of the Registrar, CHARLES DAVID WAKISTA, on leave. His office will be at Keressabodawatta in Dikwella.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK ABEYSIRIWARDHENA to act as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, on August 1, 1928, during the absence of the Registrar, CUMARADASA ABEYSIRIWARDHENA, on leave. His office will be at Giruwamullegodegedarawatta in Puhulwella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ALBERT FRANCIS PERERA RANASINGHE to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from August 1, 1928, during the absence of the Registrar, DON CAROLIS DE ALWIS SAMARADIWAKARA JAYASUNDERA, on leave. His office will be at the Land Registry, Tangalla.

The Additional Assistant Provincial Registrar, Hambantota District, has appointed DON NIKULAS VIDANA TUPPAHI to act as Registrar of Births and Deaths of Walasmulla Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from August 2, 1928, during the absence of the Registrar, JAMES DAHANAYAKE, on leave. His office will be at Gurugodellewatta in Walasmulla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Dr. SELLATHURAI ARIARATNAM to act as Medical Registrar of Births and Deaths of Tangalla town division, in the Hambantota District of the Southern Province for twenty-one days from August 6, 1928, during the absence of the Medical Registrar, Dr. PETER BRINLEY FERNANDO, on leave. His office will be at the Civil Hospital, Tangalla.

The Assistant Provincial Registrar, Hambantota, has appointed DON TEGRIS EDIRISINA JAYASURIYA to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from August 6, 1928, vice the Registrar, DON DIONIS MUTUMALA JAYASURIYA, suspended. His office will be at Dineshamilokulamayapadinchiwahititawatta at Pallemalala.

The Assistant Provincial Registrar, Jaffna, has appointed ARUMUGAM VELAYUTAR to act as Registrar of Births and Deaths of Chempian pattu division, and of Marriages (General) of Pachchilappali division, in the Jaffna District of the Northern Province, for thirty days from August 3, 1928, during the absence of the Registrar, KANTAR KATIRKAMAR, on leave. His office will be at Aladivalavu in Chempian pattu; station: Urippiddi in Vattirayan.

The Assistant Provincial Registrar, Mullaittivu, has appointed TIYAKAR NAGAMANY to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaittivu District of the Northern Province, for thirty days from August 1, 1928, during the absence of the Registrar, THAMU UDAYAR CHELLIAR, suspended. His office will be at the Vidhan's house, Vavuniya.

The Assistant Provincial Registrar, Batticaloa District, has appointed DISSANAYAKA MUDIYANSELAGE KIRI BANDA to act as Registrar of Births and Deaths of Nadukadu pattu west division, and of Marriages (General) of Nadukadu pattu division, in the Batticaloa District of the Eastern Province, for thirty days, from July 16, 1928, *vice* MEDAMA APPU ABAYESINGHE BANDA, resigned. His office will be at Uhana; station: Gonagolla.

The Assistant Provincial Registrar, Batticaloa, has appointed Dr. JOSEPH MATTHEWS CHITTAMPALAM to act as Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, for four days from July 21, 1928, during the absence of the Registrar, Dr. ELYATHAMBY COOMARASAMY, on leave. His office will be at the Civil Hospital, Kalmunai.

The Provincial Registrar, Batticaloa, has appointed ALIYARLEVVAIPODI MUHAMMATHU IVURALEVVAI to act as Registrar of Births and Deaths of Nintavur pattu division, in the Batticaloa District of the Eastern Province, for fourteen days from July 26, 1928, *vice* the Registrar, ALIYARLEVVAIPODI UMARULEVVAI, deceased. His office will be at Nintavur.

The Provincial Registrar, Kurunegala, has appointed MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Udukaha korale south division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, on August 2, 1928, during the absence of the Registrar, PUNCHI BANDA TILLEKARATNE, on leave. His office will be at Boyawalana.

The Assistant Provincial Registrar, Anuradhapura, has appointed ALFRED SENANAYAKA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Tamankaduwa palata division, in the Anuradhapura District of the North-Central Province, for

thirty days from August 4, 1928, during the absence of the Registrar, NAINDA UDAYAR LEBBE AHAMADU LEBBE, on sick leave. His office will be at Kuppa Tamby Udayar's Walawwa, Polonnaruwa.

The Provincial Registrar, Ratnapura, has appointed HALNETTI KIRINERIS PERERA to act as Registrar of Births and Deaths of Karandana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from August 1, 1928, during the absence of the Registrar, ELLEKAPURALLAYE RATRANHAMY, on leave. His office will be at Sarakkuwewatta in Yatipauwa.

The Provincial Registrar, Ratnapura, has appointed JAYAMANNA MOHOTTALLAYE JAYASINHA APPUHAMI to act as Registrar of Births and Deaths of Bulugahapitiya division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for five days from August 8, 1928, during the absence of the Registrar, HARANKAHA VIDANELAYE PUNCHI-MAHATMAYA, on leave. His office will be at Dikhenewatta in the Sanitary Board town of Kendangamuwa.

The Assistant Provincial Registrar, Kegalla, has appointed DINGIRI APPUHAMY JAYASINHA to act as Registrar of Births and Deaths of Dehigamp M godapota division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from August 3, 1928, during the absence of the Registrar, JAYASINHA MUDIYANSELAGE CHARLES APPUHAMY JAYASINHA, on leave. His office will be at Hitinawatta in Karawdeniya.

Registrar-General's Office,
Colombo, August 7, 1928.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

D 26/28

IT is hereby notified that the Persian Vice-Consulate at Colombo, has been dissolved as from July 19, 1928.

Colonial Secretary's Office,
Colombo, August 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

N 32/28

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of April 27, 1928, to grant the Colonial Auxiliary Forces Long Service Medal to Private Benedict Patrick Karunanayake Jayawardena of the Ceylon Light Infantry.

Colonial Secretary's Office,
Colombo, August 9, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Y 3/28

IT is hereby notified that the under-mentioned gentlemen have passed the examination prescribed under the regulations dated January 11, 1924, held on July 16, 1928, and following days :—

<i>First Examination.</i>				
	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. C. B. P. Perera ..	64 ..	59 ..	— ..	56
<i>Second Examination.</i>				
Mr. J. N. Arumugam ..	74 ..	79 ..	69 ..	79

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 6, 1928.A. G. M. FLETCHER,
Colonial Secretary.

"THE REVENUE COLLECTION ORDINANCE, 1925."

U 116/26

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 6, 1928.A. G. M. FLETCHER,
Colonial Secretary.

REGULATION REFERRED TO.

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

"THE MOTOR CAR ORDINANCE, 1927."

U 207/28

REGULATION made by the Governor in Executive Council under the provisions of section 70 (1) (g) of the Motor Car Ordinance, 1927, for the area comprised within the administrative limits of the Municipality of Colombo.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 3, 1928.A. G. M. FLETCHER,
Colonial Secretary.

REGULATION REFERRED TO.

A fee of Rs. 5 per month may be charged by the Colombo Municipal Council for licences for the use of public stands provided or allotted within the Municipality of Colombo for the use of hiring cars as from January 1, 1928.

"THE MOTOR CAR ORDINANCE, 1927."

U 238/28

REGULATIONS under section 70 of the Motor Car Ordinance, 1927, made by the Governor in Executive Council for the Urban area comprised within the administrative limits of the Municipal Council of Kandy.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 6, 1928.A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS REFERRED TO.

1. In these regulations the expression "public stand" shall mean a defined space with a constructed floor prepared for the accommodation of hiring cars.
2. There shall be as many public stands as the Municipal Council may from time to time establish and proclaim by notice to be published in the *Ceylon Government Gazette* and in two or more of the newspapers.
3. Admission of hiring cars to public stands so established and proclaimed shall be by written permits to be issued monthly by the Chairman of the Municipal Council upon payment of a fee according to the scale of charges set out in the schedule hereto.

4. The owner or driver of every hiring car which shall be found within the space set apart for a public stand without such a permit shall be guilty of an offence.

Schedule.

Scale of Charges for use of Public Stands.

Charge for—

- | | |
|---|---|
| (1) Hiring car licensed to carry not more than 7 passengers | Rs. 2.50 per mensem or 15 cents per diem. |
| (2) Hiring car licensed to carry more than 7 passengers | Rs. 5 per mensem or 30 cents per diem. |

“THE MOTOR CAR ORDINANCE, 1927.”

W 501/26

REGULATIONS made by the Governor in Council, under sections 58 and 59 of the Motor Car Ordinance, 1927, for the Urban area comprised within the administrative limits of the Local Board of Trincomalee.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 6, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS REFERRED TO.

1. No person shall use a motor omnibus except on the roads specified in the schedule hereto; provided that a motor omnibus not carrying passengers may be taken along any road for the purpose of leaving or entering a garage to which such road is the only means of access.
2. Motor omnibuses shall not be driven at a greater speed than 12 miles per hour on any street, road, or thoroughfare within the administrative limits of the Local Board of Trincomalee.
3. Motor cars shall not be driven at a greater speed than 15 miles per hour on any street, road, or thoroughfare within the administrative limits of the Local Board of Trincomalee.
4. The by-laws made under section 18 of “The Vehicles Ordinance, No. 4 of 1916,” and published in *Gazette* No. 7,564 of January 21, 1927, are hereby rescinded.

Schedule.

- (a) All the roads maintained by the Public Works Department within the “Urban area” of Trincomalee.
- (b) The following Local Board roads:—

- (1) Birch street.
- (2) Brownrigg street.
- (3) Court road as far as Kachcheri road.
- (4) Dockyard street.
- (5) Dyke street.
- (6) Goal road.
- (7) Kirby street.
- (8) Love lane.
- (9) Main street (from Kandy road to Moor street junction).
- (10) Moor street.
- (11) Mathison street.
- (12) Moor street to Harbour road.
- (13) Oil Monger street.
- (14) Orrs Hill road.

“THE MOTOR CAR ORDINANCE, 1927.”

W 409/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION.

The use of the road named in the schedule hereto by motor omnibuses is prohibited.

Schedule.

Udahamulla Village Committee road.

“THE MOTOR CAR ORDINANCE, 1927.”

W 373/28

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 2, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION REFERRED TO.

The use of the road known as Java lane, Colombo, by motor omnibuses and lorries is hereby prohibited.

E 146/28

IT is hereby notified for general information that the under-mentioned Clerks in Class II. of the Clerical Service have passed the examination prescribed in General Orders 507 and 508 in the subjects noted against their names:—

Abeyratne, S. M.	.. Department of Agriculture	.. Sinhalese (a) and (b)
Abeysekera, A. E. M.	.. Kachcheri, Kalutara	.. Sinhalese (a)
Chidambarampillai, K.	.. Public Works Department, Colombo	.. Tamil (b)
Chidambarampillai, K.	.. Forest Office, Anuradhapura	.. Tamil (a) and (b)
Cooray, N. A.	.. Registrar-General's Office, Colombo	.. Sinhalese (a)
Cooray, P. E.	.. Land Registry, Kurunegala	.. Sinhalese (a) and (b)
Dabere, P. B.	.. Department of Agriculture	.. Sinhalese (a) and (b)
De Abrew, K. A.	.. Education Office, Colombo	.. Accounts
De Silva, P. D. R.	.. Kachcheri, Kegalla	.. Sinhalese (a) and (b) and Accounts
De Silva, T. W.	.. Land Registry, Colombo	.. Accounts
Diaz, W. M.	.. Solicitor-General's Office	.. Sinhalese (a)
Eliyattamby, C.	.. Registrar-General's Office, Colombo	.. Tamil (a) and (b)
Fernando, F. R.	.. Education Office, Colombo	.. Sinhalese (a) and (b)
Fernando, M. L.	.. Registrar-General's Office, Colombo	.. Accounts
Gomis, M. J.	.. Registrar-General's Office, Colombo	.. Sinhalese (a)
Goonatilaka, M. F. S.	.. Statistics Office, Colombo	.. Sinhalese (a) and (b) and Accounts
Goonatilaka, J. F.	.. Office of the Colombo Port Commission	.. Accounts
Gunasegaram, D. R.	.. District Court, Kegalla	.. Accounts
Heyn, G.	.. Audit Office, Colombo	.. Sinhalese (a)
Husaintamby, S. M.	.. Government Stores, Colombo	.. Tamil (a)
Jayasuriya, C. G. P.	.. Land Registry, Kalutara	.. Accounts
Jayasuriya, V. C.	.. Colonial Secretary's Office	.. Accounts
Joseph, Z.	.. Government Stores, Colombo	.. Tamil (a)
Kanagaratnam, K.	.. Audit Office, Colombo	.. Tamil (b)
Kanagaratnam, S. M.	.. Office of the Director of Medical and Sanitary Services	.. Tamil (b)
Kanapathipillai, K.	.. Treasury, Colombo	.. Tamil (a) and (b)
Kandiah, S.	.. Audit Office, Colombo	.. Tamil (a) and (b)
Kandiah, V.	.. Excise Office, Colombo	.. Tamil (b)
Kandiah, V.	.. Audit Office, Colombo	.. Tamil (b)
Karawita, D. L. P.	.. Land Registry, Anuradhapura	.. Accounts
Kottahachchi, L.	.. Government Stores, Colombo	.. Sinhalese (a) and (b)
Kunaratnam, T.	.. Audit Office, Colombo	.. Tamil (b)
Mailvaganam, S.	.. Public Works Department, Colombo	.. Tamil (a) and (b)
Mailvakanam, S.	.. Office of the Director of Medical and Sanitary Services	.. Accounts
Mendis, W. J. F.	.. Colonial Secretary's Office, Colombo	.. Accounts
Michael, W. A. D.	.. Office of the Colombo Port Commission	.. Accounts
Mohamed, H.	.. Office of the Board of Improvement Commissioners, Kandy	.. Accounts
Muttuvelu, A.	.. Office of the Controller of Indian Immigrant Labour	.. Tamil (b)
Mylvaganam, T. A. P.	.. Land Registry, Trincomalee	.. Tamil (a) and (b) and Accounts
Namasivayam, T.	.. Colonial Secretary's Office, Colombo	.. Accounts
Navaratnam, S.	.. Irrigation Department, Trincomalee	.. Tamil (a)
Nethsinghe, V. A.	.. Audit Office, Colombo	.. Sinhalese (a) and Accounts
Nonis, P. B.	.. Land Registry, Galle	.. Sinhalese (a)
Panambalana, D. R.	.. Police Court, Kurunegala	.. Sinhalese (a)
Peiris, K. E. D. E. A.	.. Education Office, Colombo	.. Sinhalese (a)
Perera, J. B. A.	.. Land Registry, Colombo	.. Sinhalese (a)
Perera, H. B. F.	.. Audit Office, Colombo	.. Accounts
Perera, S. D.	.. Registry, Supreme Court, Colombo	.. Sinhalese (a) and (b)
Perera, T.	.. Excise Office, Colombo	.. Sinhalese (a)
Perera, W. D. S.	.. Office of the Inspector-General of Prisons Colombo	.. Sinhalese (a) and (b)
Rajaratnam, M. P.	.. Irrigation Office, Anuradhapura	.. Tamil (b)
Ratnayaka, C. W.	.. Treasury, Colombo	.. Sinhalese (a)
Rodrigo, J.	.. Audit Office, Colombo	.. Accounts
Sabapathipillai, N.	.. Registrar-General's Office, Colombo	.. Tamil (a) and Accounts
Samarakoon, D.	.. Audit Office, Colombo	.. Sinhalese (a) and (b)
Samarasingha, R. R.	.. Kachcheri, Hambantota	.. Sinhalese (a) and (b) and Accounts
Saundaranayagam, T. J.	.. Office of the Director of Medical and Sanitary Services	.. Tamil (a) and (b)
Seneviratne, A. C.	.. Kachcheri, Kalutara	.. Sinhalese (a) and (b)
Seneviratne, P. G.	.. Audit Office, Colombo	.. Sinhalese (a) and Accounts
Sinnaduray, M. S.	.. Provincial Engineer's Office, Kurunegala	.. Accounts
Sivasubramaniam, A.	.. Office of the Director of Medical and Sanitary Services	.. Tamil (a) and Accounts
Sundaramoorthy, K.	.. Forest Office, Nuwara Eliya	.. Tamil (a) and (b) and Accounts
Suriyadasa, A. B.	.. Department of Agriculture, Peradeniya	.. Sinhalese (a) and (b)
Swampipillai, P. J.	.. District Court, Mullaitivu	.. Tamil (b)

Thambimuttu, P.	..	Department of Indian Immigrant Labour	Tamil (a) and (b)
Thambydurai, S.	..	Public Works Department, Colombo	Tamil (a) and (b)
Thyriar, R. D.	..	Office of the Inspector-General of Prisons, Colombo	Tamil (a)
Tiyagaraja, P.	..	Treasury, Colombo	Accounts
Wickramanayaka, R. W.	..	Office of the Inspector-General of Police, Colombo	Accounts
Wijesena, P.	..	Land Registry, Galle	Sinhalese (a) and (b)
Wijesundara, C. L. D. S.	..	Agriculture Office, Galle	Sinhalese (a) and (b)
Zeynudeen, M. M.	..	Office of the Registrar of Motor Cars	Accounts

The following officers have now passed the examination qualifying them for promotion:—

De Abrew, K. A.; De Silva, P. D. R.; De Silva, T. W.; Fernando, M. L.; Goonatilaka, M. F. S.; Jayasuriya, C. G. P.; Jayasuriya, V. C.; Kanagaratnam, K.; Kanagaratnam, S. M.; Karawita, D. L. P. L.; Kunaratnam, T.; Mailvaganam, S.; Mailvakanam, S.; Mendis, W. J. F.; Michael, W. A. D.; Mylvaganam, T. A. P.; Namasivayam, T.; Rarajatnam, M. P.; Samarasinghe, R. R.; Sinnaduray, M. S.; Sundaramoorthy, K.; Tiyagaraja, P.; Zeynudeen, M. M.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

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

X 19/28

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of “The Excise Ordinance, No. 8 of 1912,” to appoint Mr. Cecil Pern, North Matale estate, Matale, as an Additional Excise Officer, and Mr. John Henry, Bandarapola estate, Matale, in place of Mr. J. Taylor, who has left the Island, to perform the acts and duties mentioned in sections, 32, 34, and 45 (a) of the Ordinance.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

“THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

K 756/28

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, 1899,” and on the recommendation of the “proper authority,” to wit, the Government Agent of the Northern Province, has been pleased to approve of the allotment of land set out in the schedule hereto, situated at Chavakachcheri in the Tenmaradchi division of the Jaffna District, Northern Province, being provided and used as a burial ground for Muslims.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Name of land: Meesaipiddi (lot 2 in preliminary plan No. 7,122).
Situation: Chavakachcheri South village in Tenmaradchi division of the Jaffna District, Northern Province.
Boundaries: North by Crown waste land called Meesaipiddi; east by lot 3 in preliminary plan No. 7,122 (reservation along cart track); south by lot 3 in preliminary plan No. 5,177 (Christian burial ground); west by lot 1 in preliminary plan No. 7,122 (reservation for path).
Extent: Only 2 roods.

“THE EDUCATION ORDINANCE, No. 1 OF 1920.”

E 184/27

IT is hereby notified that the schools in the Puttalam Local Board area referred to below have been added to Schedule B of the by-laws made by the Education District Committee for the District of Puttalam published in the *Ceylon Government Gazette* No. 7,617 of December 2, 1927, by Notification dated November 25, 1927.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 6, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

SCHOOLS REFERRED TO.

Puttalam Local Board.

- 1) Puttalam Roman Catholic Boys' School.
- (2) Puttalam Roman Catholic Girls' School.
- (3) Puttalam Government Boys' School.
- (4) Puttalam Roman Catholic Mixed School.
- (5) Puttalam Roman Catholic Preparatory Mixed School.

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

E 184/27

It is hereby notified that the Schedule B hereto is substituted for Schedule B of the by-laws made by the Education District Committee for the District of Kegalla published by Notification dated November 25, 1927, in *Ceylon Government Gazette* No. 7,617 of December 2, 1927.

Colonial Secretary's Office,
Colombo, August 6, 1928.

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

SCHEDULE B REFERRED TO.

No.	Name of School.	Government or Assisted.	Under what Management.	No.	Name of School.	Government or Assisted.	Under what Management.
<i>Galboda Korale.</i>				<i>Kanduha Pattu.</i>			
1.	Beddewella Boys'	Government	—	1.	Bossella Boys'	Government	—
2.	Beddewella Girls'	do.	—	2.	Eragama Girls'	do.	—
3.	Ganētenna Boys'	do.	—	3.	Mabopitiya Boys'	do.	—
4.	Ganētenna Girls'	do.	—	4.	Telijjagoda Girls'	do.	—
5.	Hinguloya Muslim Boys'	do.	—	5.	Hungampola Mixed	Assisted	The Colombo Buddhist Theosophical Society
6.	Manikkawa Boys'	do.	—	6.	Moradana Mixed	do.	do.
7.	Manikkawa Girls'	do.	—	7.	Undugoda Girls'	do.	Roman Catholic
8.	Mawanella Boys'	do.	—	<i>Tumpalata Pattu.</i>			
9.	Mawanella Girls'	do.	—	1.	Aranayake Mixed	Government	—
10.	Uyanwatte Muslim Boys'	do.	—	2.	Ginihappitiya Girls'	do.	—
11.	Wakirigala Boys'	do.	—	3.	Hemmatagama Boys'	do.	—
12.	Diwala Mixed	Assisted	The Colombo Buddhist Theosophical Society	4.	Kehelpannella Mixed	do.	—
13.	Diwala Mixed	do.	Church Missionary Society	5.	Mawatagoda Boys'	do.	—
14.	Kadigomuwa Mixed	do.	The Colombo Buddhist Theosophical Society	6.	Mawatagoda Girls'	do.	—
15.	Maliyadde Mixed	do.	Salvation Army	7.	Rahala Mixed	do.	—
16.	Talgomuwa Mixed	do.	Wesleyan	8.	Wadiyatenna Muslim Boys'	do.	—
17.	Utuwankande Mixed	do.	Roman Catholic	9.	Alpitiya Mixed	Assisted	Wesleyan
18.	Kiringadeniya Muslim Boys'	do.	Private	10.	Debatagama Mixed	do.	The Colombo Buddhist Theosophical Society
19.	Henepola Mixed	Recognized	Roman Catholic	11.	Paranagama Mixed	Recognized	Private
<i>Kinigoda Korale.</i>				12.	Talamuwa Mixed	do.	The Colombo Buddhist Theosophical Society
1.	Deliwela Boys'	Government	—	<i>Otara Pattu.</i>			
2.	Deliwela Girls'	do.	—	1.	Beligala Mixed	Government	—
3.	Dombemada Mixed	do.	—	2.	Kahambiliyawala Boys'	do.	—
4.	Hurimaluwa Muslim Boys'	do.	—	3.	Kahambiliyawala Girls'	do.	—
5.	Kiulpone Girls'	do.	—	<i>Kandupita Pattu.</i>			
6.	Kotawella Girls'	do.	—	1.	Arukkgammana Mixed	Government	—
7.	Molagoda Boys'	do.	—	2.	Getiyamulla Mixed	do.	—
8.	Molagoda Girls'	do.	—	3.	Hakahinna Boys'	do.	—
9.	Pitiyegama Mixed	do.	—	4.	Hakahinna Girls'	do.	—
10.	Rambukkana (Pinna-wela) Boys'	do.	—	5.	Pindeniya Boys'	do.	—
11.	Udahinguruwaka Boys'	do.	—	6.	Pindeniya Girls'	do.	—
12.	Hewadiwela Mixed	Assisted	Church Missionary Society	7.	Atugoda Mixed	Assisted	Salvation Army
13.	Kudagama Mixed	do.	do.	8.	Ballapana Mixed	do.	Roman Catholic
14.	Madaiyawa Mixed	do.	Roman Catholic	9.	Iddamalpana Boys'	do.	Buddhist (Private)
15.	Rambukkana Mixed	do.	do.	10.	Malwana Boys'	do.	Salvation Army
16.	Rambukkana Girls'	do.	The Colombo Buddhist Theosophical Society	11.	Siyambalapitiya Mixed	Recognized	Private
17.	Siyabalangamuwa Mixed	do.	Salvation Army	12.	Boyagama Mixed	do.	Buddhist (Private)
18.	Udugama Mixed	do.	The Colombo Buddhist Theosophical Society	13.	Kanangomuwa Mixed	do.	do.
19.	Uduwawela Mixed	Assisted	Church Missionary Society	<i>Keeraveli Pattu.</i>			
20.	Hewadiwela Mixed	Recognized	Salvation Army	1.	Algama-Medagama Boys'	Government	—
21.	Beligodapitiya Mixed	do.	do.	2.	Algama-Medagama Girls'	do.	—
22.	Beligodapitiya Mixed	do.	Baptist	3.	Ambepussa Boys'	do.	—
<i>Mawata Pattu.</i>				4.	Dedigama Boys'	do.	—
1.	Hettimulla (Makura) Boys'	Government	—	5.	Dedigama Girls'	do.	—
2.	Hettimulla Girls'	do.	—	6.	Dorawaka Boys'	do.	—
3.	Kehelwatte Boys'	do.	—				

No.	Name of School.	Government or Assisted.	Under what Management.	<i>Dehigampal Korale.</i>			
No.	Name of School.	Government or Assisted.	Under what Management.	No.	Name of School.	Government or Assisted.	Under what Management.
7.	Etnawela Mixed	Government	—	1.	Ampe Muslim	—	—
8.	Ilipangamuwa Girls'	do.	—		Mixed	Government	—
9.	Kiniwita Mixed	do.	—	2.	Batuwita Mixed	do.	—
10.	Niwatuwa Girls'	do.	—	3.	Galapitamada Mixed	do.	—
11.	Tholangomuwa Mixed	do.	—	4.	Hatagoda Girls'	do.	—
12.	Weragala Mixed	do.	—	5.	Kannattota Muslim	—	—
13.	Ambepussa Girls'	Assisted	Roman Catholic		Mixed	do.	—
<i>Gandolaha Pattu.</i>				6.	Karawanella Mixed	do.	—
1.	Batuwatta Girls'	Government	—	7.	Mattamagoda Boys'	do.	—
2.	Hatnagoda Mixed	do.	—	8.	Mattamagoda Girls'	do.	—
3.	Helamada Boys'	do.	—	9.	Ruanwella Boys'	do.	—
4.	Pohorambe Girls'	do.	—	10.	Ruanwella Girls'	do.	—
5.	Walagama Boys'	do.	—	11.	Walgapota Mixed	do.	—
6.	Walagama Girls'	Assisted	Roman Catholic	12.	Amitirigala Boys'	Assisted	The Colombo Buddhist Theosophical Society
7.	Panakawa Mixed	do.	do.				Buddhist (Private)
8.	Maliyadewa Mixed (Bamunugama)	Recognized	Buddhist (Private)	13.	Gonagala Boys'	do.	do.
<i>Atulugam Korale.</i>				14.	Hatagoda Boys'	do.	do.
1.	Atulugama Boys'	Government	—	15.	Siyambalawala Mixed	do.	Private
2.	Atulugama Girls'	do.	—	16.	Waharaka Mixed	do.	The Colombo Buddhist Theosophical Society
3.	Daigala Boys'	do.	—				do.
4.	Deraniyagala Boys'	do.	—	17.	Yatiantota Mixed	do.	do.
5.	Deraniyagala Girls'	do.	—	18.	Yatiantota Mixed	do.	Roman Catholic
6.	Keerihena Mixed	do.	—	<i>Lower Bulatgama.</i>			
7.	Nakkawitta Boys'	do.	—	1.	Dedugala Mixed	Government	—
8.	Napawala Muslim Mixed	do.	—	2.	Kitulgala Mixed	do.	—
9.	Napawala Girls'	do.	—	3.	Malapola Boys'	do.	—
10.	Nilwala Mixed	do.	—	4.	Rangalla Mixed	do.	—
11.	Wilagama Mixed	do.	—	5.	Yakella Mixed	do.	—
12.	Yatiwala Boys'	do.	—	6.	Habbellawaka Mixed	Assisted	Buddhist (Private)
13.	Dehiowita Mixed	Assisted	The Colombo Buddhist Theosophical Society	7.	Ingiriyawatta Boys'	do.	do.
14.	Gurugalla Mixed	do.	Roman Catholic	8.	Kitulgala Girls'	do.	Roman Catholic
15.	Talduwa Boys'	do.	Buddhist (Private)	9.	Kitulgala Girls'	Recognized	Buddhist (Private)
16.	Talduwa Girls'	Recognized	Baptist Mission	10.	Polatagama	do.	do.
17.	Anhettigama Mixed	do.	Private	<i>Palle Pattu, Ratnapura District.</i>			
<i>Panawal Korale.</i>				1.	Kendangamuwa Boys'	Government	—
1.	Maniyangama Mixed	Government	—	2.	Kendangamuwa Girls'	do.	—
2.	Panawala Boys'	do.	—				
3.	Panawala Girls'	do.	—				
4.	Pannilla Boys'	do.	—				
5.	Pathberiya Mixed	do.	—				

"THE DISEASES (LABOURERS) ORDINANCE, NO. 10 OF 1912."

B 58/26

RULES made by the Director of Medical and Sanitary Services for the whole Island, with the approval of His Excellency the Governor in Executive Council, under section 12 of "The Diseases (Labourers) Ordinance, No. 10 of 1912."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 7, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

RULES REFERRED TO.

1. In these rules, "Lines" means any building or collection of buildings used or intended to be used either temporarily or permanently for the housing of labourers employed on estates.

1A. Lines shall be constructed so as to consist of a single row of rooms (hereinafter referred to as single lines). Provided, however, that the Director of Medical and Sanitary Services may, if satisfied that the nature of the ground and the available sites make it impracticable to construct single lines, permit the construction of lines consisting of two rows of rooms back to back (hereinafter referred to as "Back to back lines"). Every decision of the Director of Medical and Sanitary Services under this rule shall be subject to appeal to the Governor in Executive Council.

2. No line shall consist of more than 24 rooms (12 on each side) in the case of back to back lines or 12 rooms in the case of single lines.

3. After the promulgation of these rules no owner or superintendent shall erect any permanent cooly line except in accordance with plans or designs approved in writing by the Director of Medical and Sanitary Services. Such plans shall in all respects conform with the requirements and standards set forth in Schedule A to these rules, and the owner or superintendent shall comply with the other requirements of the said Schedule A.

4. The Director of Medical and Sanitary Services may permit the construction of temporary lines for the accommodation of labourers on an estate for a period of 4 years from the date of first occupation, but in no case shall the period of occupation exceed 4 years. The date of such construction shall be reported to the Director of Medical and Sanitary Services who may at his discretion forbid the further occupation of such lines at any time within the said period of 4 years. Such temporary lines shall in all respects conform with the requirements and standards set forth in Schedule B to these rules, and the owner or superintendent shall comply with the other requirements of the said Schedule B.

5. Should it at any time appear to any Inspecting Medical Officer that any cooly lines are dangerous to the health of any labourers housed therein, he shall report accordingly to the Director of Medical and Sanitary Services and shall with his report submit recommendations as to the action necessary in his opinion to be taken. On receipt of such report, the Director of Medical and Sanitary Services may, after such inquiry as he shall deem necessary, serve on the superintendent or owner an order in writing directing him to take, within a period to be specified in the order, such steps as are in the opinion of the Director of Medical and Sanitary Services necessary to render the lines fit and safe for occupation; provided, however, that no lines constructed or under construction before the coming into operation of these rules shall be condemned so long as they are in the opinion of the Director of Medical and Sanitary Services maintained in a sanitary condition.

6. An appeal shall lie to the Governor from any decision or order made under the above rules by the Director of Medical and Sanitary Services. Such appeal shall be in writing and shall be forwarded to the Medical Wants Committee for submission to the Governor whose decision shall be final.

7. Cooly lines shall be built on dry, and, where possible, on raised sites, and, where the lie of the land allows, on the eastern slope of a hill and where a sufficiency of good drinkable water is easily accessible. In malarial districts, cooly lines shall be, whenever possible, at a distance of at least 500 yards from swamps and marshes and above the highest flood level. No lines shall be erected within 10 feet of any bank or cutting which interferes with the lighting, ventilation, and drainage of a line. Where any existing cooly lines have been erected within 10 feet of any such bank or cutting the superintendent or owner shall cause the bank to be cut back, or, if that is not possible, he shall so drain the bank above and below as to prevent dampness of the line floor.

8. Subject to the provision in rule 7 as regards proximity to banks or cuttings, a clear open space of a minimum of 20 feet shall be left all round the line. Provided, however, that when the lines face each other the distance between them shall be not less than 40 feet, or when lines are built end to end or at an angle to each other the distance between the nearest gable ends shall be not less than 10 feet. No sheds for animals or structures of any kind shall be erected in this open space. No cattle or goat sheds shall be less than 75 feet from the lines. Latrines intended to serve a line shall be placed at a distance of not less than 20 feet from that line and convenient access to such latrines shall be provided.

9. A single room in a set of lines fulfilling the requirements and standards of Schedules A or B shall not be occupied by more than four persons.

10. The superintendent or owner shall cause the vicinity of the lines to be kept clear of refuse and excreta and the lines and the drain to be cleaned out daily and all refuse in or near them to be collected, removed, and disposed of by burning or burying. The superintendent or owner shall detail a sufficient number of coolies daily to carry out these duties.

11. The superintendent or owner shall provide—

(a) Dust bins with covers in the proportion of one to every five rooms, and where possible, incinerators for the destruction of rubbish, unless other means satisfactory to the Director of Medical and Sanitary Services are taken for its disposal.*

(b) Portable wide-mouthed utensils for the use of children not able to use latrines.

12. The superintendent or owner shall cause all walls of cooly lines to be whitewashed or tarred (according to the nature of their construction) once at least annually.

13. All labourers or occupants of cooly lines shall use the latrines and shall not pollute the soil.

14. No cattle or goats shall be kept in the living rooms or verandahs, and no windows or air spaces shall be blocked up.

15. Every superintendent or owner shall himself visit, or cause to be visited and inspected by a dispenser or other responsible person, all lines and latrines at least twice a week. It shall be the duty of the superintendent or owner to cause any default, defect, or neglect in the cleaning operations of the lines and latrines to be immediately rectified.

16. *Water Supply.*—When the domestic water supply for the lines is obtained from sources other than wells, the superintendent or owner shall provide that it is conducted in such manner as shall obviate any risk of contamination in transit, and is delivered to the consumer with similar precautions. Earth drains or channels for conducting the water from the source of supply shall not be considered a sufficient safeguard against risks of contamination. The source of supply shall be protected by means of a wall or fencing or in such manner as the Inspecting Medical Officer may consider necessary. Bathing or washing of clothes shall not be allowed at any well or at any source of supply or along any conduit, or at any reservoir supplying water which is intended for human consumption. The superintendent or owner shall also provide that—

(a) All wells are protected from the possibility of surface pollution by properly constructed stone or masonry parapet walls, and are provided with suitable drains to prevent the percolation of waste water from the surface.

(b) No well is to be within a distance of 50 feet from a pit latrine unless the bottom of such well be on a higher level of ground than the top of the latrine.

(c) Separate bathing and washing places adequately drained are available for the use of the coolies wherever possible.

17. All rules, regulations, and plans previously made by virtue of Ordinance No. 10 of 1912 are hereby cancelled.

Schedule A.

Schedule of Requirements and Standards for Permanent Cooly Lines.

Living Room.—Every living room must comply with the following conditions:—

(a) It must have an average height of at least 10 feet and shall in no place be less than 8 feet high.

(b) *Floor.*—The floor area must not be less than 120 square feet and neither the width nor the length must be less than 9 feet. The floor must be raised at least 1 foot above the level of the surrounding ground and shall be of hard material which can be kept dry and clean.

* Plans of incinerators may be obtained free of charge on application to the Director of Medical and Sanitary Services.

(c) For the purpose of ventilation and lighting it must be provided with a door, the inside measurements of which shall be 6 feet by 2 feet 6 inches opening into the verandah and with a window, the opening of which shall be not less than 8 square feet. The height of the windowsill from the floor shall be not more than 4 feet. The window shall be barred and shuttered. Door frames and window frames shall be constructed of metal, cement, concrete, or wood. The windows, shutters, and doors shall be of wood or metal. In cooly lines below an elevation of 2,500 feet if the roof is of metal, ventilation shall be provided by 5 inches by 8 inches apertures, 12 inches apart under the wall plate, or by over-door-frame trellis work.

(d) The walls of cooly lines shall be constructed of burnt or sun-dried bricks, stones, masonry, kabook, rubble, or cement concrete, and except in the case of the last named shall be lime plastered. All walls shall be limewashed annually.

Partition walls between rooms shall be not less than 9 feet high and the open space between them and the roof shall be protected by trellis work, expanded metal, or wire netting. In up-country lines above an elevation of 2,500 feet the partition walls may be built up to the roof.

(e) The roofs shall be of shingles, tiles, metal, asbestos, other permanent roofing material approved by the Director of Medical and Sanitary Services, or of cadjans or thatch, provided, that in the case of cadjans and thatch the roof shall be renewed annually. Smoke outlets shall be provided as shown in the type plan by a continuous vent along the ridging.

(f) The verandah shall be of a minimum width of 6 feet and may be enclosed by a dwarf wall 3 feet high with an opening 3 feet wide in front of each room. In the case of single lines, situated over 2,500 feet partition and dwarf walls not exceeding 5 feet high may, if desired, be built on the verandah. The verandah post shall be not less than 6 feet high and shall be constructed of sawn timber, iron, cement concrete, brick or stone masonry. The free border of the verandah shall be protected by cement concrete or stone concrete pointed. The overhanging at the eaves shall be 2 feet 6 inches. Valance boarding 10 inches by 1 inch may be attached to the end of eaves in exposed areas and up-country lines, situated over an elevation of 2,500 feet. A water impervious ramp of permanent material shall be constructed round the line sloping into a cement concrete U-shaped drain. The width of the ramp in front of the verandah shall be not less than 5 feet and along the side and back of the lines not less than 2 feet. The drain round the ramp shall be connected where necessary to a lead-out drain 12 feet long directed towards a natural outfall.

Schedule B.

Schedule of Requirements and Standards for Temporary Cooly Lines.

1. The buildings shall have cadjans or thatch roof and smoothed wattle and daub walls and jungle timber posts and supports.

2. As regards site, compound, dimensions of room, lighting, and ventilation, &c., the instructions laid down in the rules and Schedule A for permanent lines shall be followed.

3. The drainage of temporary lines shall be such as is sufficient effectually to remove storm water from the surrounding compound. The drains may be earth drains or rough stone-lined drains and shall surround the lines and lead out towards natural drainage.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

K 783/28

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose; to wit, that the villagers of the village of Nekatimudugomuwa of the Hiriyala Hatpattu Village Committee of the Divigandaha korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit (W. L. O. Notice No. 8,834).

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Nekatimudugomuwa, in the Divigandaha korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan No. 1,964.

Lot.	Name of Land.	Extent.	
		A.	R. P.
6 ..	Develiyahena, Medalandehena ..	5	0 11
9 ..	Habayaya, Wewaihalayaya, Paluwattayaya, Develiyahena ..	50	3 4
		55	3 15

F 239/26

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to direct that the following new rule be incorporated in the Minutes on Pensions :—

31 A. In a case falling under rule 30 or rule 31 of this Minute where a non-pensionable officer or daily-paid employee is injured or killed, the Governor in Executive Council may, in lieu of the other benefits provided in these minutes, award compensation in accordance with the rates and principles set out in the schedule and table hereto subjoined provided that it shall appear to the Governor in Executive Council that the grant of such compensation in lieu of other benefits is in the interests of the beneficiary or beneficiaries concerned :—

THE SCHEDULE.

A.—Where permanent total disablement results from the injury—

- (1) In the case of an adult, a sum equal to forty-two months' wages or three thousand five hundred rupees, whichever is less ; and
- (2) In the case of a minor, a sum equal to eighty-four months' wages or three thousand five hundred rupees, whichever is less.

B.—Where permanent partial disablement results from the injury—

- (1) In the case of an injury specified in the table, such percentage of the compensation which would have been payable in the case of permanent total disablement as is specified therein as being the percentage of the loss of earning capacity caused by that injury ; and
- (2) In the case of an injury not specified in the table, such percentage of the compensation payable in the case of permanent total disablement as is proportionate to the loss of earning capacity permanently caused by the injury.

C.—Where death results from the injury—

- (1) In the case of an adult, a sum equal to thirty months' wages or two thousand five hundred rupees, whichever is less ; and
- (2) In the case of a minor, two hundred rupees.

For the purpose of construing this schedule—

(a) " Adult " and " minor " shall mean respectively a person who is not and a person who is under the age of fifteen years.

(b) " Permanent total disablement " shall mean such disablement of a permanent nature as incapacitates an officer or employee for all work which he was capable of performing at the time of the accident resulting in such disablement : Provided that permanent total disablement shall be deemed to result from the permanent total loss of the sight of both eyes or from any combination of injuries specified in the table where the aggregate percentage of the loss of earning capacity, as specified in that table against those injuries, amounts to one hundred per cent.

(c) " Permanent partial disablement " shall mean such disablement of a permanent nature as reduces the earning capacity of the officer or employee in every employment which he was capable of undertaking at that time : Provided that every injury specified in the table shall be deemed to result in permanent partial disablement ; and where more injuries than one are caused by the same accident, the amount of compensation payable for permanent partial disablement shall be aggregated, but not so in any case as to exceed the amount which would have been payable if permanent total disablement had resulted from the injuries.

THE TABLE.

Injury.	Percentage of Loss of Earning Capacity.
Loss of right arm above or at the elbow	70
Loss of left arm above or at the elbow	60
Loss of right arm below the elbow	60
Loss of leg at or above the knee	60
Loss of left arm below the elbow	50
Loss of leg below the knee	50
Permanent total loss of hearing	50
Loss of one eye	30
Loss of thumb	25
Loss of all toes of one foot	20
Loss of one phalanx of thumb	10
Loss of index finger	10
Loss of great toe	10
Loss of any finger other than index finger	5

Note.—Complete and permanent loss of the use of any limb or member referred to in this table shall be deemed to be the equivalent of the loss of that limb or member.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

NOTICES CALLING FOR TENDERS.

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

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

	Approximate Tons.
1. Old wheel centres with tyres ..	50
2. Old wrought iron and mild steel scrap ..	400
3. Old wrought iron and mild steel scrap (small pieces) ..	200
4. Old cast steel ..	15

B.—Materials lying at Way and Works Yard, Bandara-wela—

	Approximate Tons.
5. Scrap bolts and nuts ..	5

The above quantities are approximate.

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

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

4. Tenders should be marked "Tender for the purchase of Old Material" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, August 28, 1928.

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

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

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

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

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

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

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

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

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

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

General Manager's Office,
Colombo, August 4, 1928.

T. E. DUTTON,
General Manager.

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 Controller of Revenue, Colombo.

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

4. Tenders should be marked "Tender for Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 28, 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. If required, samples must be deposited.

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

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

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

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

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

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

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

V. VAN LANGENBERG,

Acting Director of Medical and Sanitary Services.
Colombo, August 8, 1928.

Schedule referred to.

Services.	Tender		Security.
	Deposits.	Rs.	
Supply of cooked provisions with milk to—			
Koslanda Hospital	..	300	.. 600
Maha-oya Hospital	..	100	.. 200
Watawala Hospital	..	150	.. 300

TENDERS are hereby invited for the construction of a new wing for the Colombo Museum.

2. The whole of the work to be undertaken on a measured lump sum contract. Type articles of agreement can be inspected with the plans, &c.

3. The specifications, quantities, plans, &c., can be seen, and all other information obtained from the Office of the Construction Engineer, Public Works Department, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays 9.30 A.M. and 2 P.M.).

4. Tenders must be submitted in duplicate on forms to be obtained from the Office of the Construction Engineer, Public Works Department, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, the original address to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, endorsed on the outside "Tender for New Wing for the Colombo Museum," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, August 27, 1928.

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

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

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

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

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

Public Works Office,
Colombo, August 8, 1928.

TENDERS are hereby invited for the maintenance of the following services in the Colombo area for a period of one year from October 1, 1928, to September 30, 1929.

(i.) Maintenance of, and minor improvements to, Government buildings, Police Stations, Hospitals, Dispensaries, &c.
(ii.) Maintenance of, and minor improvements to, drainage and water supply of the above.

2. The area will be divided into sections and separate tenders must be submitted for each section. A contract for each section will be entered into with the successful contractor who will be required to deposit as security such sum as may be decided upon and stated in the contract.

3. Specifications, schedule of prices, draft contract, and forms of tender can be seen, and all information obtained from the Office of the District Engineer, Buildings, Torrington square, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays 9.30 A.M. and 2 P.M.).

Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 50 either at the General Treasury or Kacheheri. The receipt must be handed to the District Engineer, Buildings. The deposit will be refunded to all *bona fide* tenderers after the contract has been signed by the successful contractor.

4. Tenders (on the basis of a percentage "Off" or "On" the prices shown on the schedule of prices) for each section and service given above must be submitted separately, in duplicate, on the forms attached to the specification and schedule. The forms, duly filled in, signed and dated, to be forwarded in securely sealed envelopes (with the specification and schedule complete), the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Torrington square, Colombo, endorsed on the outside "Schedule of Rates for Maintenance of Government Buildings, Section 1" or "Schedule of Rates for Maintenance of Drainage," &c. (as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on September 3, 1928.

5. The specification, schedule of prices, and forms of tender must not be altered in any way, but must be returned to the above officers in their original form duly signed and dated. Any tender received unaccompanied by a signed copy of the specification, schedule of prices, and form of tender will be rejected.

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

7. Government does not bind itself to accept the lowest or any of the tenders submitted, nor to give all the work included in any contract or in any one item to any one contractor.

8. Government also reserves the right to carry out petty repairs and minor improvements up to the value of Rs. 100 per month on any building.

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

Public Works Office,
Colombo, August 8, 1928.

SCHEDULES of rates are hereby invited for extensions to hospital, Mceratuwa.

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

3. Plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained

from the Office of the District Engineer, Panadure, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Panadure, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates, for Extensions to Hospital Moratuwa," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, August 24, 1928.

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

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 10 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Panadure. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender, when called on to do so, the deposit will be forfeited.

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

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

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

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

Public Works Office,
Colombo, August 8, 1928.

SCHEDULE of rates are hereby invited for the construction of Clerk's Quarters for Batticaloa.

2. The whole of the work to be undertaken on an agreement to be entered into by the District Engineer, Batticaloa, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Eastern Province, Batticaloa.

3. The Public Works Department specifications, drawings, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Batticaloa, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Batticaloa. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate addressed to the District Engineer, Batticaloa, endorsed on the outside "Schedule of Rates for Quarters for Clerks, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon on August 27, 1928.

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

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 15 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the

agreement has been signed by the successful tenderer. Should the successful tenderer fail to enter into an agreement the deposit will be forfeited.

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

8. All imported articles such as cement, Calicut tiles, doors and window fittings, &c., will be supplied by the Department free of charge to the contractor, and the rates submitted should be exclusive of the costs of the materials for the items which necessitate their use.

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

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 Provincial Engineer, Eastern Province, Batticaloa, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office,
Colombo, August 8, 1928.

SCHEDULES of rates are hereby invited for the transport of stores for the Public Works Department, Trincomalee District, from October 1, 1928, to September 30, 1929.

The schedules should be in two sections, each of which will be considered separately.

SECTION 1.

From Railway Station, Trincomalee, to P. W. D. Yard or to P. W. D. Store at Fort Frederick, and *vice versa*.

- (a) Per double bullock cart per trip.
- (b) Per single bullock cart per trip.
- (c) Per pair of bulls per trip for transport of rollers and plant, &c.

From P. W. D. Yard, Trincomalee, or from P. W. D. Store at Fort Frederick or from Railway Station, Trincomalee, to any point on the roads in the Trincomalee District, and *vice versa*.

- (a) Per double bullock cart per mile for a distance of 3 miles and less than 3 miles, per double bullock cart per mile for a distance of 12 miles and less than 12 miles, per double bullock cart per mile for a distance of more than 12 miles.
- (b) Per single bullock cart per mile for distances as above.
- (c) Per pair of bulls per mile for transport of rollers and plant, &c., for distances as above.

SECTION 2.

From P. W. D. Yard, Trincomalee, to Muthur Jetty or to any place in Trincomalee District by boat, and *vice versa*.

- (a) Per cwt. per mile.
- (b) Per boat per mile.
- (c) Per ferry boat transport per mile.

From Muthur Jetty to any point on the roads south of Muthur in the Trincomalee District, and *vice versa*.

- (a) Per double bullock cart per mile for a distance of 3 miles and less than 3 miles, per double bullock cart per mile for a distance of 12 miles and less than 12 miles, per double bullock cart per mile for a distance of more than 12 miles.

- (b) Per single bullock cart, per mile for distances as above.
 (c) Per pair of bulls per mile for transport of rollers and plant, &c., for distances as above.

Carts supplied under (a) and (b) to be of usual size of the country capable of taking not less than 20 cwt. under section 1 and 16 cwt. under section 2.

A reasonable load of bulky articles being allowed for a double bullock cart. A single cart is to be taken as having half the capacity of a double cart.

In the case of boat transport (section 2) the contractor to have the option of claiming under (a) or (b) provided the mode of loading is approved by the Public Works Department at the time of loading.

2. Schedules of rates in respect of the foregoing services must be submitted on detailed schedule forms to be obtained from the District Engineer, Trincomalee, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate to the District Engineer, Trincomalee, endorsed on the outside, "Tender for the Transport of Stores, Trincomalee District," so as to reach the office of the foregoing officer on or before 12 noon on August 29, 1928.

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

4. The rates should include all handling charges such as loading, unloading, and stacking at both ends.

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

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

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

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

9. A deposit of Rs. 10 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into contract and bond or fail to furnish approved security within 10 days of receiving notice from the District Engineer, Trincomalee, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specifications and the general conditions therein set forth and to deposit a sum of Rs. 100 and Rs. 50 for the due and faithful performance of the contract in section 1 and 2 respectively.

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

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

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

Public Works Office,
Colombo, August 8, 1928.

TENDERS are invited for the purchase of kitchen refuse from Jaffna Prison for one year from September 1, 1928, to August 31, 1929.

Tenders should reach this office not later than midday on August 25, 1928.

For particulars as to approximate daily quantity available apply to the Superintendent of Prison, Jaffna.

C. C. SCHOKMAN,
Acting Inspector-General of Prisons.

Colombo, August 6, 1928.

TENDERS are hereby invited for the supply of the following materials, viz., nar baskets, ola mats, ola bags, palmyra olas, coir, and ekel brooms, coir strings, and gunny bags, to be delivered when required at the General Stores, Jaffna; Salt Pans, Chiviyateru; and Tondaimannar Store, during the period October 1, 1928, to September 30, 1929.

2. All tenders should be in duplicate and sealed, the original to be addressed to the Government Agent, Northern Province, Jaffna, and the duplicate to the Hon. the Controller of Revenue, Colombo.

3. Tenders should either be handed in personally or be sent through the post. Both copies should be despatched at the same time.

4. Tenders should be marked "Tender for Supplying Materials, 1928-29," in the left hand top corner of the envelope, and should reach the Jaffna Kachcheri not later than 2 P.M. on September 4, 1928.

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

6. A deposit of Rs. 20 will be required to be made at the Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Government Agent, Northern Province, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. 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.

8. Samples must be deposited on date of tender.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of each bond and all other necessary information can be ascertained upon application at the office referred to in section 5.

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 Government Agent, Northern Province, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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.

W. C. D. PENNELOW,
for Government Agent.

The Kachcheri,
Jaffna, August 2, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Thursday, August 16, 1928, at 2.30 P.M., at the Police Headquarters, Maradana :—

45 lb. brass	8 shirts, khaki
2 breeches, khaki	3 shoes, pairs
1 breeches, blue	75 shorts, khaki
62 brushes	600 tunics, serge
20 banians, flannel	400 trousers
7 helmets	145 lb. hoop iron
6 neckerchiefs	2 chairs
100 overcoats	

Police Headquarters, T. H. DOLL,
Colombo, August 7, 1928. for Inspector-General of Police.

A sale by public auction of unserviceable articles including empty packing cases, wooden barrels, iron drums, &c., will be held at the Railway Stores, Maradana, on Tuesday, August 28, 1928, at 2 P.M.

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

Railway Storekeeper's Office, G. E. DE SILVA,
Colombo, August 7, 1928. Acting Railway Storekeeper.

THE under-mentioned unserviceable articles which are lying in the Harbour Engineer's Department will be sold by public auction on Tuesday, August 28, 1928, at 2 P.M. :—

1 cruet stand
1 filter
2 grinding stones
1 rack for plans
1 rable folding
25 empty paint drums, large
60 empty paint drums, small
20 empty paint drums
120 empty paint kegs, small
30 empty soap tins, small
25 empty five-gallon drums
25 empty nail and tar keg,
31 empty steel tar drums
12 empty barrels, wooden
1 spoon, garden
1 lot hoop iron, old
10 lots corrugated iron sheets, old

H. M. Customs,
Colombo, August 6, 1928.

H. J. L. LEIGH-CLARE,
for Principal Collector.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended August 4, 1928.

Births.—The total births registered in the city of Colombo in the week were 134 (3 Europeans, 21 Burghers, 70 Sinhalese, 19 Tamils, 15 Moors, and 6 Malays). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1928, viz., 264,713) was 26.5, as against 33.8 in the preceding week, 31.3 in the corresponding week of last year, and 32.6 the weekly average for last year.

Deaths.—The total deaths registered were 139 (4 Burghers, 85 Sinhalese, 21 Tamils, 17 Moors, 6 Malays, and 6 Others). The death-rate per 1,000 per annum was 27.5, as against 30.6 in the previous week, 27.5 in the corresponding week of last year, and 27.6 the weekly average for last year.

Infantile Deaths.—Of the 139 total deaths, 33 were of infants under one year of age, as against 27 in the preceding week, 22 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 14.

Principal Causes of Death.—1. (a) Twenty-three deaths from *Pneumonia* were registered, 13 in Maradana hospitals (including 5 deaths of non-residents), 3 in Kotahena South, 2 in Maradana North, and 1 each in St. Paul's, San Sebastian, New Bazaar, Slave Island, and Wellawatta North, as against 26 in the previous week, and 19 the weekly average for last year.

(b) Nine deaths from *Influenza* were registered, 4 in New Bazaar, 2 in Kotahena North, and 1 each in St. Paul's, San Sebastian, and Kotahena South, 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 Wellawatta South, as against 3 in the previous week, and 3 the weekly average for last year.

2. Eight deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 2 deaths of non-residents), and 1 each in Kotahena North, Kotahena South, and New Bazaar, as against 16 in the previous week, and 11 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered in Maradana hospitals, and 1 from suspected *Enteric Fever* in Kotahena South. The number of deaths from *Enteric Fever* in the previous week was 1, and the weekly average for last year was 2.

4. Ten deaths from *Enteritis* were registered, 10 from *Debility*, 4 each from *Infantile Convulsions* and *Worms*, 3 each from *Diarrhoea* and *Dysentery*, 2 from *Puerperal Septicæmia*, 1 from *Accident*, and 55 from *Other Causes*.

5. Four cases of *Chickenpox*, 19 of *Measles*, and 4 of *Enteric Fever* were reported during the week, as against 33, 11, and 3, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 81.6° against 82.1° in the preceding week and 80.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.893 in., against 29.897 in. in the preceding week and 29.896 in. in the corresponding week of the previous year. The total rainfall in the week was 0.99 in., against 0.24 in. in the preceding week and 0.28 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, August 7, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF DEENSLAND (UVA) TEA COMPANY, LIMITED

1. The name of the Company is "DEENSLAND (UVA) TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire as on and from July 1, 1928, Deensland and Craigmore estates, situated in the District of Badulla 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, India, the Federated Malay States, 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, India, the Federated Malay States, 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, India, the Federated Malay States, 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.

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- (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex officials or ex employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents, or connections and to make 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.
- (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, India, the Federated Malay States, 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 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.
- (23) 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.
- (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 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 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. The nominal capital of the Company is five hundred thousand Rupees (Rs. 500,000) divided into 50,000 shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. JAINU DEEN, Badulla	One
J. JAINU DEEN, Badulla	One
H. S. N. JAINU DEEN, Badulla	One
SURAHIE DEEN, Badulla	One

Witness to the signatures of (1) A. N. JAINU DEEN, (2) J. JAINU DEEN, (3) H. S. N. JAINU DEEN (who signed in English as H. S. N. JAINU DEEN and also with her left thumb impression), (4) SURAHIE DEEN, at Badulla, this 21st day of July, 1928 :

July 21, 1928. WALTER L. PINTO,
Proctor and Notary Public, Badulla.

N. T. JAINU DEEN, Colombo	One
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Witness to the signature of N. T. JAINU DEEN, this 23rd day of July, 1928, at Colombo :

July 23, 1928. A. P. DE ZILVA,
Proctor and Notary Public.

HADJIE N. JAINU DEEN, Colombo	One
M. L. HOPKINS, Colombo	One

Total Number of Shares taken ..	Seven
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Witness to the signatures of HADJIE N. JAINU DEEN and M. L. HOPKINS, at Colombo, this 23rd day of July, 1928 :

J. A. MARTENSZ,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF DEENSLAND (UVA) TEA 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 "Deensland (Uva) Tea 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, 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.

7. *Acquisition of Deensland and Craigmere Estates.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estates called and known as Deensland and Craigmere, situate in the District of Badulla of the Island of Ceylon as on and from July 1, 1928, 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.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each.

SHARES.

10. *Issue and Allotment.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company, and 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.

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 shall be offered to the Shareholders, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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 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 net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

51. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such shares 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 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 48 hereof, shall be redeemable after sale or disposal.

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

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

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

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

PREFERENCE SHARES.

56. *Preference and deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of 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 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. *Payment 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. (a) *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 One hundred thousand Rupees (Rs. 100,000). 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.

64. (b) *Immediate issue of Debentures.*—Without prejudice to any of the powers and provisions of Article 64 (a) hereof and without the necessity of obtaining the sanction of the Company in General Meeting therefor, the Directors shall have power to raise and borrow immediately a sum not exceeding Four hundred thousand Rupees (Rs. 400,000) by the creation and issue of eight hundred redeemable debentures of Five hundred Rupees (Rs. 500) each carrying interest at seven per centum per annum and to secure the same by a primary mortgage over the Company's property and assets or any part thereof and to execute all deeds, instruments, and other writings as may be necessary or as the Directors may in their absolute discretion think fit.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

77. *Chairman of Directors or a Director to be 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. *Voting.*—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 duly authorized 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 every 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 Shareholder until his name shall have been entered in the Register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder or the person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

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

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

Deensland (Uva) Tea Company, Limited.

I, _____, of _____, being a Shareholder of Deensland (Uva) Tea 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 Rupees (Rs. 1,000) 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 Three thousand Rupees (Rs. 3,000) 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 Director shall be Morton Ledger Hopkins of Colombo; Ahamath Noor Deen Jainu Deen of Deensland estate, Hali-ela; and Hadji Nasoor Jainu Deen 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. The said Morton Ledger Hopkins shall be the first Managing Director of the Company.

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 Director 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 suspends payment or file a petition for the liquidation of his affairs, or compounds 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 six 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 wilful 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 Deensland and Craigmore Estates.*—The Directors shall have power to purchase or otherwise acquire as on and from July 1, 1928, the said Deensland and Craigmore estates, situate in the District of Badulla, 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 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 Deensland and Craigmore 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 estate or estates, land or 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. Carson & Company, Limited, shall be the first agents and secretaries of the Company.

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

119. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signature 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 or parts of its leasehold interests in any estate or land, or the sub-lease of the whole or any part or parts thereof to any company or person, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

121. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, 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 taken to 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 affair 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 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 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, *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 the 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 or Secretaries for the time being or, if there be no 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.

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 dividends, 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 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 Shareholders or amongst the members of any class of Shareholders in accordance with their rights and 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 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 Directors, and the Directors shall in accordance

with such resolution, apply such sum in paying up in full (or, with the consent of all the Shareholders aforesaid, in part) any unissued shares, debentures, debenture stock, or other obligations of the Company on behalf of the 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 the Shareholders aforesaid 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 shares held by the Shareholders aforesaid or otherwise dealt 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 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 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 present Articles.

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

A. JAINU DEEN.

J. JAINU DEEN.

H. S. N. JAINU DEEN.

SURAHIE DEEN.

Witness to the signatures of (1) A. N. JAINU DEEN, (2) J. JAINU DEEN, (3) H. S. N. JAINU DEEN (who signed in English as H. S. N. JAINU DEEN and also with her left thumb impression), (4) SURAHIE DEEN, at Badulla, this 21st day of July, 1928:

July 21, 1928.

WALTER L. PINTO,
Proctor and Notary Public, Badulla.

N. T. JAINU DEEN.

Witness to the signature of N. T. JAINU DEEN, at Colombo, this 23rd day of July, 1928:

July 23, 1928.

A. P. DE ZILVA,
Proctor and Notary Public.

HADJIE N. JAINU DEEN.
M. L. HOPKINS.

Witness to the signatures of HADJIE N. JAINU DEEN and M. L. HOPKINS, at Colombo, this 23rd day of July, 1928:

[First Publication.]

J. A. MARTENSZ,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF WALAHANDUWA ESTATES, LIMITED.

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

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Five hundred thousand Rupees (Rs. 1,500,000) divided into One hundred and fifty thousand (150,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. J. HARTLEY, Colombo	One
LIONEL BRAY, Colombo	One
H. S. WAKE, Colombo	One
P. P. ABEYWARDENE, Colombo	One
CYRIL PIERIS, Colombo	One
M. L. WAYMAN, Colombo	One
JOS. F. MARTYN, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this Twenty-fifth day of July, 1928:

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

ARTICLES OF ASSOCIATION OF WALAHANDUWA ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The "Company" means the above-named Company.

The "Ordinance" means and includes the "The Joint Stock Companies Ordinance, 1861," and any statutory modifications thereof.

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

"Written" or "Writing" mean and include words printed, lithographed, represented or reproduced in any mode in a visible form.

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

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

"Secretary" includes any appointed to perform the duties of Secretary temporarily.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management, or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Walahanduwa, Karagoda, and Welendawa estates, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every Shareholder of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is one million Five hundred thousand Rupees (Rs. 1,500,000) divided into (150,000) shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the

Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 43 become a Shareholder in respect of any share.

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

RESTRICTED RIGHT OF TRANSFER.

29. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by clause 34 or 36 hereof, no share shall be transferred to a person who is not a member so long as any member (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership) is willing to purchase the same at the fair value.

NOTICE.

30. Except where the transfer is made pursuant to clause 34 or 36 hereof, the person proposing to transfer any shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member of the Company (or person selected as aforesaid) at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with these Articles. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

COMPANY'S POWER.

31. If the Company shall, within the space of twenty-eight days after being served with a transfer notice, find a member (or person selected as aforesaid) willing to purchase the share (hereinafter called "the purchasing member"), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing member.

AUDITOR'S CERTIFICATE.

32. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator.

DEFAULT BY PROPOSING TRANSFEROR.

33. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase-money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

DEFAULT BY COMPANY.

34. If the Company shall not within the space of twenty-eight days after being served with a transfer notice, find a member (or person selected as aforesaid) willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to clause 37 hereof, to sell and transfer the shares (or those not placed) to any person and at any price.

HOW SHARES TO BE OFFERED TO MEMBERS.

35. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

RIGHT TO TRANSFER TO SON, &C.

36. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of member, and any share of a deceased member may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased member (to whom such deceased member may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will (and the restrictions in clause 1 hereof shall not apply to any transfer authorized by this clause).

GENERAL POWER TO REFUSE TRANSFER.

37. The Directors may refuse to register any transfer of a share, (a) where the Company has a lien on the share; or (b) where the Directors are not of opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this clause shall not apply (where the proposed transferee is already a member (holding more than 500 shares), nor to a transfer made pursuant to clause 36 hereof.

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

39. 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.

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

55. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 53 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

56. 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.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

74. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened, except resolutions submitted under Article No. 70.

75. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business three or more Shareholders entitled to vote.
76. If at the expiration of half an hour from the time appointed for the meeting, the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, the Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.
77. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting, he shall not be present at the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Director be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.
78. No business shall be discussed at any General Meeting, except the election of a Chairman, whilst the Chair is vacant.
79. The Chairman may with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place, unless due notice thereof shall be given.

VOTING AT MEETINGS.

80. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five Shareholders, present and entitled to vote a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.
81. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney, or in the case of a special resolution by five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.
82. The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.
83. No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.
84. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.
85. The parent or guardian or curator of an infant Shareholder, the Committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder, not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased Shareholder, unless such person shall have been registered as a Shareholder.
86. Votes may be given either personally or by proxy or by attorney.
87. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting, unless all calls due from him on his shares have been paid, and no Shareholder, other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present or to vote at any meeting held after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote at least one month previous to the time of holding the meeting at which he proposes to vote.
88. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.
89. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor (whether a Shareholder or his attorney), or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.
90. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

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

Walahandurwa Estates, Limited.

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

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

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

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

DIRECTORS.

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

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

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

95. The first Directors shall be Messrs. W. E. Keel and R. J. Hartley of Colombo, and Messrs. P. P. Abeywardene and S. F. H. Perera of Galle, who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

97. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 98.

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

99. 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.

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

109. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 105.
- (f) If he ceases to have his ordinary place of residence in Ceylon, or is absent from Ceylon, for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

111. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company, to be appointed by the Directors subject to the provisions of Article No. 129 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

114. 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.

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company, in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

121. 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.

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

123. 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.

124. 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.

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

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

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

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

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

AGENTS AND SECRETARIES.

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

ACCOUNTS.

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

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

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

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

the meeting and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

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

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

136. 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.

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

AUDIT.

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

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

140. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

150. 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.

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

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

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

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

NOTICES.

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

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

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

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

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

160. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 156, shall not be entitled to be given any notices.

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

EVIDENCE.

161. At the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, 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.

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

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

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

R. J. HARTLEY, Colombo.

LIONEL BRAY, Colombo.

H. S. WAKE, Colombo.

P. P. ABAYWARDENE, Colombo.

CYRIL PIERIS, Colombo.

M. L. WAYMAN, Colombo.

JOS. F. MARTYN, Colombo.

Witness to the above signatures, at Colombo, this Twenty-fifth day of July, 1928:

[First Publication.]

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

MEMORANDUM OF ASSOCIATION OF ROSYTH ESTATE COMPANY, LIMITED.

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

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000) divided into 80,000 Ordinary Shares of Rs. 10 each, with power to increase or reduce the capital.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
M. L. HOPKINS, Colombo	One
R. A. SHARROCKS, Colombo	One
ROBT. SHAW, Colombo	One
T. HUNT, Colombo	One
E. L. FRASER, Colombo	One
D. A. WILSON, Colombo	One
W. G. ADAMSON, Colombo	One
Total shares taken	Seven

Witness to all the above signatures, this Sixth day of July, 1928 :

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

ARTICLES OF ASSOCIATION OF ROSYTH ESTATE COMPANY, LIMITED.

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

2. 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, or represented by attorney or by proxy shall have one vote, and upon a poll every member present in person or represented by attorney or by proxy 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) 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.
- (d) 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.
- (e) An instrument appointing a proxy may be in the following form or in any other form which the Directors shall approve :—

Rosyth Estate Company, Limited.

“ I, _____ of _____ being a Shareholder of Rosyth Estate 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 the remaining Directors shall think fit.
- (46b) Each Director shall have the power with the consent of the majority of the Directors to appoint in writing any person whether a Shareholder of the Company or not to act as 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 One hundred thousand (Rs. 100,000).
- (46f) The Seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered Company being the Secretaries being signified by a partner, or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such secretaries.

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

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company or by reason of his being agent, or secretary, or solicitor, or being a member of a firm who are agents, or secretaries, or solicitors of the Company, or his being Visiting Agent, Manager or Superintendent of any of the properties 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.—

M. L. HOPKINS, Colombo.

R. A. SHARROCKS, Colombo.

ROBT. SHAW, Colombo.

T. HUNT, Colombo.

E. L. FRASER, Colombo.

D. A. WILSON, Colombo.

W. G. ADAMSON, Colombo.

Witness to all the above signatures, this Sixth day of July, 1928 :

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

The Hatbawe Rubber Company, Limited.

NOTICE is hereby given that the Nineteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Monday, August 20, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended June 30, 1928.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice has been given.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.
Colombo, August 8, 1928.

Kanana Rubber Estate Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Monday, August 20, at 11.15 o'clock in the forenoon, when the subjoined resolution will be proposed:—

Resolution.

That the provisional agreement bearing No. 643 and dated August 6, 1928, attested by O. P. Mount of Colombo, Notary Public, and made between this Company of the one part and the Pimbura Rubber Company, Limited, of the other part for the sale of the undertaking of this Company to the Pimbura Rubber Company, Limited (a copy of which agreement has been submitted to and approved by this meeting) be and the same is hereby ratified.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.
Colombo, August 10, 1928.

Kanana Rubber Estate Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Monday, August 20, 1928, at 11.20 o'clock in the forenoon, when the subjoined resolutions will be proposed:—

1. That having regard to the provisional agreement of August 6, 1928, entered into for the sale of the undertaking of this Company to the Pimbura Rubber Company, Limited, which agreement was ratified by the General Meeting of the Company held on August 20, 1928, it is desirable to wind up this Company, and accordingly that this Company be wound up voluntarily, and that Edward William Clifton be hereby appointed the liquidator for the purpose of such winding up.

2. That the said liquidator be hereby authorized (when and so soon as the debts and liabilities of this Company shall have been paid and satisfied or duly provided for) to distribute in specie or kind amongst the contributories of this Company in accordance with their respective rights and interests therein, the Nine thousand Nine hundred (9,900) ordinary shares of Rupees Ten (Rs. 10) each in the capital of the Pimbura Rubber Company, Limited (credited as fully paid up), which form part of the consideration for the said sale and so that each contributory shall be entitled to elect to have his or her proportion thereof allotted to himself or herself, or to his or her nominee or nominees such election to be declared by notice in writing to the said liquidator within 21 days after the passing of this resolution.

3. That the said liquidator do sell the shares not so allotted and do pay the nett proceeds of sale to the contributories who would have been entitled to the shares sold, rateably in proportion to the number of shares sold which they would have entitled to call for.

And notice is hereby also given that a further Extraordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street,

Fort, Colombo, on Monday, September 10, 1928, at 11 o'clock in the forenoon for the purpose of receiving a report of the proceedings at the above-mentioned meeting, and of confirming, if thought fit, as special resolutions the above-named resolutions.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.
Colombo, August 10, 1928.

Pimbura Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Pimbura Rubber Company, Limited, will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Monday, August 20, 1928, at 11.30 o'clock in the forenoon for the purpose of considering and, if thought fit, passing the following resolution:—

Resolution.

That the provisional agreement bearing No. 643 and dated August 6, 1928, attested by O. P. Mount of Colombo, Notary Public, and made between this Company of the one part and Kanana Rubber Estate Company, Limited of the other part for the purchase by this Company of the undertaking of Kanana Rubber Estate Company, Limited (a copy of which agreement has been submitted to and approved by this meeting) be and the same is hereby ratified.

Should the above resolution be duly passed, the following further resolution will be submitted for consideration and passing, if thought fit:—

Resolution.

“That the Articles of Association of the Company be amended by inserting immediately after Article 128 the following Article which shall be numbered 128 (a):—

“Where any asset is bought by the Company as from a past date 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.”

Should the last mentioned resolution be duly passed by the requisite majority, the same will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting of the Company which will be convened for the purpose.

By order of the Board,

WHITTALL & Co.,
Agents and Secretaries.
Colombo, August 10, 1928.

The Fernlands Tea Company, Limited.

NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Tuesday, August 28, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts of the Company for the twelve months ended June 30, 1928.
2. To declare a dividend.
3. To elect a Director and to fix the remuneration of the Board.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from August 21 to 28, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.
Colombo, August 10, 1928.

The Indo-Ceylon Trading Company, Limited.

NOTICE is hereby given that the Fourth Annual General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, 48, Balie street, Fort, Colombo, on Monday, August 20, 1928, at 3.30 P.M.

Business.

1. To consider the report of the Directors and accounts for the year ended August 31, 1927.
2. To consider the declaration of a dividend.
3. Election of Directors.
4. Election of Auditors.
5. Any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from August 15 to 22, 1928, both days inclusive.

By order of Board,

J. H. PERERA,
Secretary.

August 6, 1928.

The St. James (Uva) Tea Company, Limited.

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Wednesday, August 22, 1928, at 11.30 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended June 30, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. Any other business that may be duly brought before the Meeting.

In accordance with the Articles of Association the Transfer Books of the Company will be closed from August 15 to 22, 1928, both days inclusive.

By order of the Directors,

MACKWOODS, LIMITED,
Agents and Secretaries.

Colombo, August 10, 1928.

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-seventh Annual Ordinary General Meeting of the Shareholders of this Company will be held on Thursday, August 23, 1928, at 11 A.M. at the registered office of the Company, 6, Prince street, Fort, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from August 9 to 27, 1928, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Agents and Secretaries.

Colombo, August 8, 1928.

The Tuan Mee (Selangor) Rubber Company, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Thursday, August 23, 1928, at noon.

Business.

1. To receive the report of the Directors and statement of account to June 30, 1928.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other competent business.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, August 10, 1928.

The Low Country Food Products, Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 54, Keyzer street, Pettah, Colombo, on Saturday, September 1, 1928, at 3 P.M.

Business.

1. To receive the report and accounts for the period ended December 31, 1927.
2. To elect Directors for the ensuing year.
3. To elect a Managing Director for the ensuing year.
4. To elect an Auditor for the year 1928.
5. To transact any other business that may be properly brought before the Meeting.

By order of the Board of Directors,

H. DON CAROLIS & SONS, LTD.,
Colombo, August 1, 1928. Agents and Secretaries.

The Easter Seaton Coconut Estates Company, Limited.

NOTICE is hereby given that the Fourteenth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, August 18, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1928.
2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, August 7, 1928. Agents and Secretaries.

The Ratwatta Cocoa Company, Limited.

NOTICE is hereby given that the Thirty-fifth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Fort, Colombo, on Saturday, August 25, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended June 30, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, August 7, 1928. Agents and Secretaries.

Auction Sale.

Oilman Stores, Liquor, Patent Medicines, &c.

BY virtue of the commission issued to me in case No. 29,242, D. C., Colombo, I will sell by public auction for the recovery of the amount stated in the decree on September 1, 1928, at 9 A.M. at shop No. 34, Norris road, Pettah:—

Bottles of beer, wine, gin, vermouth, champagne, iron beds, mattresses, almirahs, tables.

And on the same day at 2 P.M. and on September 3, 1928, and subsequent days at 9 A.M. each day till completion of sale, at shop No. 223, 2nd division, Maradana, all the shop goods, patent medicines, oilman stores, furniture fittings in lots to suit buyers. Terms cash. Immediate payment and removal.

A. C. KOELMEYER,
Auctioneer and Broker.

Belmont street, Hulftsdorp,
Colombo, August 8, 1928.

Auction Sale. 18/2/28

UNDER commission issued in partition case No. 27,540, D. C., Colombo, I shall sell by public auction on August 18, 1928, at 10 A.M. at the spot:—Land called Delgahawatta, situate at Mahara Suriyapaluwa, Adikari pattu, Siyane korale; bounded on the north and north-east by the land presently of Dhanayakage James Perera and others, east by the lands presently of T. A. Dona Mary Nona and others, south-west by the land presently of Imiya Mohottige Abdek Perera and others; in extent 2 acres and 12 perches, together with the two houses and plantations thereon. This property will first be offered for sale among co-owners, at the upset price, and afterwards among the public. Full particulars from M. R. Akbar, Esq., Proctor and Notary, Colombo.

A. C. KOELMEYER,
Belmont street, Hulftsdorp, Auctioneer and Broker.
August 8, 1928.

Auction Sale. 31/2/28

In the District Court of Colombo.

Cyril Evertsz Fernando of Havelock Town in Colombo Plaintiff.
No. 26,655. Vs.

(1) Samsi Lebbe Marikar Aboosalie as administrator of the intestate estate and effects of Neina Marikar Razeena, deceased, and (2) Samsi Lebbe Marikar Aboosalie (in his personal capacity) of 92, Old Urugodawatta, in Colombo. Defendants.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Friday, August 31, 1928, at 5 P.M. at the spot:—

The remaining 12/20 share of all that allotment of land with all the buildings standing thereon, situated at Elie House road and Alutmawata road, within the Municipality and in the District of Colombo, Western Province, bearing assessment Nos. 3,371/19, 3,370/20, and 3,369/21, Elie House road; bounded on the north by the property belonging to the estate of late Mr. Drieborg, on the east by the property of Alwis Mendis, on the south by the Alutmawata road, and on the west by Elie House lane or road; containing in extent 2 roods and 37 perches according to the figure of survey thereof No. 927 dated March 15, 1910, made by H. E. Perera, Licensed Surveyor.

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

R. G. KOELMANS,
of JENSEN & Co.,
Auctioneers and Brokers.
Phone: 733.
Colombo, August 6, 1928.

Auction Sale. 35/2/28

In the District Court of Colombo.

Cyril Evertsz Fernando of Ulaurene, Havelock Town in Colombo. Plaintiff.
No. 21,894. Vs.

(1) Rafeegna Bee Bee, (2) Ousman Abdul Majeed of Glennie street, Slave Island, in Colombo. Defendants.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Monday, September 3, 1928, at 5 P.M. at the spot:—

(1) Property bearing assessment No. 13, situated at Ingham street, Slave Island in Colombo; and bounded on the north by house No. 14, on the east by house of S. Bakman, on the south by house No. 11, and on the west by Ingham street; containing in extent 13 10/100 perches.

(2) Property bearing assessment No. 14, situated at Ingham street, Slave Island in Colombo; and bounded on the north by house No. 15, on the east by house of S. Bakman, on the south by house No. 13, and west by Ingham street; containing in extent 9 84/100 perches.

(3) Property bearing No. 15, situated at Ingham street, Slave Island in Colombo; and bounded on the north by house No. 16, on the east by house of S. Bakman, on the south by No. 14, and on the west by Ingham street; containing in extent 12 56/100 perches.

The above three allotments of land now adjoin each other and form one property and bear Municipal assessment Nos. 8, 10, 12, and 14, Ingham street, Slave Island, Colombo.

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

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

Phone: 733.
Colombo, August 6, 1928.

Auction Sale. 46/2/28

In the District Court of Colombo.

Peter D. de Silva of Havelock Town, in Colombo. Plaintiff,
No. 29,059. Vs.

Abdul Hamid Gomes Jazima of Morlais, 70, Wellawatta, in Colombo Defendant.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Tuesday, September 4, 1928, at their respective spots:—

At 4.30 P.M.

(1) All that allotment of land with the buildings thereon, formerly bearing assessment No. 43U (being a portion of lot No. 5), presently No. 423/43W situated at Brighton place, 19th lane, Bambalapitiya South, within the Municipality and District of Colombo, Western Province; bounded on the north by part of the same land belonging to M. T. Akbar, on the east by a part of the same land belonging to F. George de Hoedt, on the south by Brighton place, and on the west by lot No. 8 bearing assessment No. 43G belonging to T. W. Goonewardene; containing in extent 26 perches, according to the figure of survey No. 550 dated September 12, 1908, made by H. G. Dias, Licensed Surveyor and Leveller.

At 5.15 P.M.

(2) All that allotment of land with the buildings standing thereon, formerly bearing assessment No. 82, presently No. 1,187/82, situated at Dem tagoda, within the Municipality and District of Colombo foresaid; bounded on the north-east by the road to Malignakanda, on the south-east by the other part of this garden marked letter A, presently bearing assessment No. 83, belonging to Uduma Hadjar, on the south-west by the other part of this garden, presently bearing assessment No. 84, belonging to the heirs of the late Rev. Abraham Dias, and on the north-west by the garden formerly of Tamby Bass Madarasa Bass, presently bearing assessment No. 81, belonging to Siddi Lebbe Tolakar Sesma Lebbe Tolaka; containing in extent 7 19/100 perches according to the figure of survey No. 188 dated November 7, 1905, made by the said H. G. Dias, Licensed Surveyor and Leveller.

For deeds, &c., apply to P. Cassius Jansz, Esq., Courts, Colombo.

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

Phone: 733.
Colombo, August 8, 1928.

Auction Sale under Mortgage Decree in Case No. 25,962 D. C., Colombo. 15/2/28

A Valuable Property at Kaleliya.

UNDER commission issued to me in the above case, I shall sell by public auction on Saturday, September 15, 1928, at 3 P.M. at the spot:—

All that allotment of land called Puwakgahakumbura, situated at Kaleliya in the Yatigaha pattu of Hapitigam korale, in the District of Negombo, Western Province; in extent 3 acres 3 roods and 6 perches.

For particulars from J. Rowland Perera, Esq., Proctor and Notary, Colombo, or to me

A. V. PERERA,
Auctioneer and Broker.
115, Hulftsdorp,
Colombo, August 7, 1928.

**Auction Sale under Mortgage Decree in Case No. 26,955,
of the District Court of Colombo.**

Valuable House Properties at Kalutara Desastra (North).

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, September 8, 1928 commencing at 3 P.M. at the first named land herein below mentioned:—

1. All that defined 4/5 parts or shares of the garden called Denawakayawatta *alias* Walauwawatta, with the buildings thereon, situated at Desastra Kalutara, in the District of Kalutara, Western Province; in extent 1 acre and 34 24/100 perches.

2. All that defined portion being 1/3, 1/12, and 11/12 of 1/3 of the garden called Christian Singhogewatta, with the buildings thereon, situated at Desastra Kalutara aforesaid; in extent 1 acre and 37 perches.

3. The land called Panneraligahawatta *alias* Indurugewatta, with the buildings thereon, and presently reputed to bear No. 1,479, situated at Desastra Kalutara aforesaid; in extent 1 acre and 2 roods.

4. All that garden called Bogahawatta and presently reputed to bear No. 1,480, situated at Desastra Kalutara aforesaid; in extent 1 acre and 14 perches.

For particulars from T. H. Gooneratne, Esq., Proctor and Notary, Colombo, or to me—

115, Hulftsdropp, A. V. PERERA,
Colombo, August 7, 1928. Auctioneer and Broker.

**Auction Sale under Mortgage Decree,
D. C., Colombo, No. 27,832.**

UNDER commission in the above case I shall sell by public auction at the spot on September 1, 1928, at 4 P.M.:—All that allotment of land called Nugagahawatta, with the buildings standing thereon, situated at Telengapata in Wattala; extent 2 roods and 36 perches.

Further particulars from Mr. R. Akbar, Esq., Proctor and Notary, Colombo, or from me—

86, Dam street, B. D. AMIT,
Colombo, August 8, 1928. Auctioneer and Broker.

Auction Sale.

Sugar and Flour.

UNDER instructions from the assignee and with authority of court in case No. 3,835, insolvency, D. C., Colombo, I shall sell by public auction at 31, Norris road, Pettah, 567 bags Naga and Cannon brand Australian flour and 10 cases icing sugar on August 23, 1928, at 9 A.M., and on the same day at 1 P.M. at 108, Fourth Cross street, Pettah, all the bags of flour and sugar in the said shop, in lots to suit buyers. Terms cash. Immediate payment and removal.

86, Dam street, B. D. AMIT,
Colombo, August 8, 1928. Auctioneer and Broker.

**Auction Sale under Mortgage Decree in D. C., Colombo,
No. 24,618.**

S. K. R. S. S. T. Muttiah Chetty Plaintiff.
Vs.

(1) T. H. A. de Soysa, (2) C. A. H. de Soysa . . Defendants.
FOR the recovery of the sum of Rs. 12,775, interest, and costs at my office, 1, Ferry street, Colombo, on Saturday, September 1, 1928, commencing from 1 P.M. the following articles of jewellery:—Two gold watches, one hair ornament set with brilliants, two rings set with brilliants, one pair earrings set with brilliants, and one cat's-eye ring.

1, Ferry street, C. R. THAMBAYAH,
Colombo, August 8, 1928. Commissioner.

**Auction Sale under Mortgage Decree in D. C.,
Colombo Case No. 28,542.**

I SHALL sell by public auction on Friday, August 31, 1928, at the spot at 5 P.M.:—

An undivided 29/224 parts or shares of all that house and ground bearing assessment No. 12, again 20 (now No. 76), situated at Demaagoda in Maradana; containing in extent 21 47/100 perches.

Further particulars from C. Seveprakasa n, Esq., Proctor, Supreme Court, Colombo, or—

Phone: 1039, FRANCIS F. KRISHNAPILLAI,
119, Hulftsdropp, Auctioneer and Broker.
Colombo, August 8, 1928.

Auction Sale.

Two substantially built Houses recently improved at great cost and Two Blocks of Land situated in the Town of Negombo.

UNDER decree in case No. 2,278, D. C., Negombo, entered in favour of the plaintiff Nawanna Sona Sockalingam Chetty of Colombo, against the defendants (1) Sangalingam Chetty Pechchiamma and (2) Malayappa Chetty Muniandy Chetty of Sea street, Negombo, presently of Colombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 16,125, with interest on Rs. 15,000 at 15 per cent. per annum from February 28, 1928, till June 19, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 2,429 dated March 1, 1926, and attested by Tudor Ranasinghe, Notary, by public auction at the respective spots on Friday, September 7, 1928, to wit:—

At 3 P.M.

1. All that northern 1/2 part or share from and out of the lot marked B of the land called Weediabodathalgahawatta, situate at Sea street, within the Gravets and in the District of Negombo, Western Province; the said northern 1/2 part or share is in extent 21 1/2 perches, together with the buildings thereto excluding the road passing through the land from and out of the lot marked B.

At 3.15 P.M.

2. All that lot marked A of the land called Weediabodathalgahawatta, situate at Sea street aforesaid; the said lots A is in extent 23 perches, together with the buildings standing thereon.

At 3.45 P.M.

3. All that land called Thalagahawatupanguwa, with the buildings standing thereon, bearing assessment No. 76, situate at Sea street aforesaid; containing in extent 1 rood and 37 perches, with the buildings standing thereon.

At 4.15 P.M.

4. The portion of the land called Jambughawatta, situate at 2nd Division, Hunupitiya, within the Gravets and in the District of Negombo aforesaid; containing in extent 2 roods and 5 85/100 perches, with the tiled house and other buildings standing thereon.

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

Negombo August 7, 1928. M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Properties at Akaragama in the District of Negombo.

UNDER decree in case No. 2,413, D. C., Negombo, entered in favour of the plaintiff S. T. L. Weerappa Chetty by his attorney Suna Pana Meenatchi Sundaram Palle of Negombo, against the defendants (1) Mutugalpedige Babanisa and (2) ditto Gugasara, both of Akaragama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged by bond No. 26,447 dated September 27, 1926, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Wednesday, September 5, 1928, to wit:—

At 3.30 P.M.

1. An undivided 1/4 share of the land called Meegahawatta *alias* Kongahawatta, situate at Akaragama in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent within these boundaries about 1 acre as primary mortgage.

At 3.45 P.M.

2. An undivided 1/2 share of the undivided portion of the extent of 1 1/2 roods and of the undivided portion of the extent of 1 rood of the land called Durawatta *alias* Wela-bodawatta *alias* Wewabodawatta, situate at Akaragama aforesaid; containing in extent within these boundaries 1 acre and 37 perches as secondary mortgage.

At 4 P.M.

3. An undivided $\frac{1}{2}$ share of Etambagahakumbura, situate at Akaragama aforesaid; containing within these boundaries about 12 lahas of paddy sowing extent as secondary mortgage.

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

M. P. KURERA & Co.,
Auctioneers.
Negombo, August 7, 1928.

Auction Sale.

*Valuable Properties at Bope, Handapangoda,
Kekuladola, &c.*

UNDER instructions from the co-administrators of the estate of the late Mr. G. Jayasinghe Bandara Kiriella of Kiriella, and with the leave of the District Court of Kalutara in testamentary case No. 1,108, I shall put up for sale by public auction on Tuesday, August 28, 1928, commencing at 9.30 A.M. at the first-named land at Handapangoda the following property, to wit:

1. Undivided $\frac{1}{2}$ share of the land called Ataduwa Kurunduwatta at Handapangoda in Raigam korale of Kalutara District, in extent 3 roods and 36 perches.
2. Allotment of land called Perangalanda at Kotigala in Raigam korale, in extent 2 acres 3 roods and 33 perches.
3. Allotment of land called Mahagederagodellakele at Arakawila in Raigam korale, in extent 2 acres 3 roods and 26 perches.
4. Undivided $\frac{1}{2}$ share of Pettagankanda at Kekuladola in Raigam korale, in extent 14 acres 2 roods and 34 perches.
5. Undivided $\frac{1}{2}$ share of Oruthalanmagakele at Kekuladola aforesaid, in extent 5 acres.
6. Undivided $\frac{1}{2}$ share of Miriswatukele at Kekuladola aforesaid, in extent 5 acres and 2 roods.
7. Allotment of land called Madugahaland at Bope in Hewagam korale of Colombo District, in extent 17 perches.
8. Allotment of land called Delungahalanda at Bope aforesaid, in extent 2 acres 3 roods and 34 perches.
9. Allotment of land called Migahalanda at Bope aforesaid, in extent 4 acres 2 roods and 20 perches.
10. A lotment of land called Migahaland at Bope, in extent 2 acres 1 rood and 32 perches.
11. Allotment of land called Migahalanda at Bope aforesaid, in extent 4 acres 2 roods and 13 perches.
12. Allotment of land called Migahalanda at Bope aforesaid, in extent 4 acres 1 rood and 10 perches.
13. Allotment of land called Kahatagahalanda at Bope aforesaid, in extent 2 roods and 21 perches.
14. Allotment of land called Kahatagahalanda at Bope aforesaid, in extent 2 acres and 26 perches.
15. Allotment of land called Moragahatennelanda at Arukatta in Hewagam korale aforesaid, in extent 4 acres 1 rood and 32 perches.

For further particulars, please apply to G. G. Perera, Esq., Proctor and Notary, Panadure, or to me—

H. THOMAS FERNANDO,
Auctioneer.
Panadure, August 7, 1928.

Auction Sale under Partition Decree.

A valuable land, with several buildings and plantations thereon bordering the Colombo-Galle high road, just opposite the Police Court of Balapitiya.

No further disputes in regard to title the sale being under the Partition Ordinance.

A rare opportunity for Capitalists.

THE undersigned commissioner, appointed by the District Court of Galle to conduct the sale in case No. 19,482 of the said court, shall offer for sale by public auction on September 20, 1928, commencing at 8.45 A.M. at the spot the following property, the subject matter of the said action, to wit:—

All that land together with all the buildings, plantations, and every other thing thereon, called Weeramuri Sandiklage Dombagahawatta, situated at Walagedera in Balapitiya of the Galle District, Southern Province, and bounded on the north by Kudawelikadawatta, east by the Colombo-Galle high road, south by Neeralugurunnansepadinchiwatta, and on the west by Kudawelikadapelawatta; and

containing in extent 1 acre 1 rood and 20 perches, as per plan No. 416 made by Mr. H. B. Gunawardene, Surveyor, Galle, and filed of record in the above case.

This land will be sold in eight separate blocks 1, 2, 3, 4, 5, 6, 7, and 8, respectively, in accordance with the scheme shown in plan No. 416B made by the same Surveyor for the purpose, and filed as well, of record.

The sale in terms of Ordinance No. 10 of 1863, will take place first among the co-owners of the land commencing at the appraised value of each lot, and if not bidden for above by them or any one of them the same will immediately thereafter be sold to the highest bidder amongst the public.

The other conditions as approved by the court for the purpose will be announced at the sale.

Further particulars, if necessary, may be obtained from K. T. P. Rajakaruna, Esq.; Proctor, Supreme Court, and Notary Public, Galle, or from me—

P. W. GEORGE DE SILVA,
Commissioner.
Ambalangoda, August 8, 1928.

Auction Sale under Partition Decree.

UNDER the decree entered in case No. 22,089 of the District Court of Galle, and by virtue of the commission issued to me therefrom, I shall offer for sale by public auction on September 22, 1928, commencing at 2.30 P.M. on the land the following property, the subject matter of the said action, to wit:—All those lands, together with all the buildings, plantations, and every other thing thereon, called Waduwa, Araliyewatta, and Wadugepelawatta, contiguous to each other and forming one property, situated at Maha Ambalangoda in Ambalangoda of the Wellabodapattu, Galle District, Southern Province; and bounded on the north by Gurugewatta and Ichchatantrigerawatta, east by Kalumalinpelawatta, Kalumalingederawatta, and Bastianwaduwatta, south by Egodagetotewatta, and on the west by Addarawatta, Hettitantri alias Totabodawatta, Patiragelindamulawatta, Wellalayagemalappawatta, Ginigelindamulawatta, and Anikkawatta; and containing in extent 3 roods and 20 $\frac{1}{2}$ perches.

This land will be sold in six separate blocks A (Waduwa), B (Araliyewatta), C 1, C 2, C 3, and C 4 (Wadugepelawatta); in extent 37 $\frac{1}{2}$ perches, 30 perches, 14 perches, 26 $\frac{1}{2}$ perches, 14 $\frac{1}{2}$ perches, and 15 $\frac{1}{2}$ perches respectively, as per plan No. 1,206 made by Mr. R. B. de Zoysa, Licensed Surveyor and Leveller, Ambalangoda, for the purpose and filed of record in the above case.

The sale thereof will, in terms of Ordinance No. 10 of 1863, take place first among the co-owners of the land starting at the appraised value of each lot, and if they or any one of them fail to buy in advance the same will immediately thereafter be sold to the highest bidder among the public.

The other conditions as approved by the court for the purpose will be announced at the sale.

Further particulars, if necessary, may be obtained from W. E. de Silva, Esq., Proctor, Supreme Court, Lalitha, Randombe, Ambalangoda, or from me—

P. W. GEORGE DE SILVA,
Commissioner.
Ambalangoda, August 6, 1928.

Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Jurisdiction. Valliammaippillai, wife of Seenivasagam No. 6,592. Chinniah, of Koilakkandy, deceased.

UNDER and virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned property at the spot on Saturday, September 1, 1928, at 4.30 P.M.:—

Land containing $\frac{3}{14}$ lachams, varagu culture, with house, well, and other appurtenances, situated at Vannarponnai East; and bounded on the east by the heirs of the late Sabapathipillai Sivagurunather, north by the road and by property of Murugasu Chinnatamby and Mrs. Sithamparanathachettia, and on the south by the property of Kathiravalpillai Muttukumaru, of this one-half.

V. A. DURAYAPPAH,
Commissioner.
Jaffna, August 7, 1928.

Auction Sale.

In the District Court of Trincomalee.

(1) Ethel Wiggin and her husband (2) R. C. Wiggin, both of Doleloya, Dolosbage, (3) Kitty Richardson of Mount Havena estate, Gampola. Plaintiffs.

No. D. C. 1,295. Vs.

(1) Canapathipullai Vallipurampillai Mudaliyar and his wife (2) Vallipillainayagam, both of Division No. 1, Trincomalee. Defendants.

IN terms of the commission dated July 26, 1928, issued by the District Court of Trincomalee for the recovery of the sum of Rs. 12,416.70, with further interest on Rs. 12,000 as may accrue between September 12, 1927, and December 22, 1927, and thereafter legal interest on the aggregate amount, till payment in full and costs, I shall sell by public auction on Saturday, September 1, 1928, the under-mentioned mortgaged properties at the time and place mentioned below:—

At 10 A.M. in Division No. 1, Trincomalee.

1. All that allotment of land bearing assessment No. 123, with the tiled house, outhouse, coconut trees, and everything thereon, situate in Division No. 1, Trincomalee, in the Eastern Province; containing in extent 14½ fathoms in length and 6¼ fathoms in breadth; and bounded on the north-east by road called Swaminathen Mudaliyar road, south-east by land of Swaminathapillai Somagarampillai, south-west by the ground of Theevannipillai, wife of Swaminada Mudaliyar, and north-west by house and ground of Kathikawar Konamalaiar. A.7.148.

2. All that allotment of land, well, well sweep, and post, coconut trees and other plantations thereon, situate in Division No. 1, Trincomalee, aforesaid; containing in extent on the north 160 chains, on the east 243 chains, on the south 138 chains, and on the west 259 chains; and bounded on the north by the land of the heirs of S. Konamala, on the east by the land of C. Vallipurampillai Mudaliyar and his wife Vallipullainayagam, on the south by land of Swaminathapillai Somagarampillai, and on the west by the land of heirs of Arumugam Kumari. A.9.277.

At 3.30 P.M. in Kinniyai in Templigam pattu in Trincomalee.

3. All that allotment of land called Peria Kaiantivu, situate at Kandakadu in Kinniyai in Templigam pattu, in the District of Trincomalee aforesaid; bounded on the north by land described in title land No. 139,524, on the east by the land of M. M. Subramaniam; on the south by the land of M. M. Subramaniam and lots described in title plans Nos. 106,954 and 106,955, and on the west by the land described in title No. 160,716; containing in extent 31 acres 2 roods and 20 perches. D.6.63.

4. All that allotment of land Konankulam Munmari, situate at Kinniyai in Templigam pattu, in the District of Trincomalee aforesaid; bounded on the south-east by the land described in plan No. 106,957, and on all other sides by land claimed by S. Mylavaganam Mudaliyar; containing in extent 13 acres 1 rood and 7 perches. D.2.136.

5. All that paddy field called Monankulamvayal, situate at Kinniyai in Templigam pattu, in the District of Trincomalee; bounded on the north-west by land described in plan No. 106,956, and on all other sides by land claimed by S. Mylvaganam Mudaliyar; containing in extent 25 acres 2 roods and 29 perches. D.2.135.

6. All that paddy field called Vellantanki, situate at Kinniyai in Templigam pattu aforesaid; bounded on the south-west by land described in title plan No. 139,511, and on all other sides by Crown land; containing in extent 28 acres 3 roods and 37 perches. D.4.316.

7. An allotment of paddy field called Attankulam, situate at Kinniyai in Templigam pattu aforesaid; bounded on the north by Crown land called Papparana kkudakadu and land belonging to A. Hamid Lebbe, on the east by land purchased by A. Hamid Lebbe and land claimed by S. M. Mylvaganam Mudaliyar, on the west by land described in plan No. 106,986 and the land claimed by S. M. Mylvaganam Mudaliyar, and on the south by land claimed by S. M. Mylvaganam Mudaliyar; containing in extent 7 acres 1 rood and 17 perches. D.3.197.

Further particulars from Mr. D. Rajaratnam, Proctor and Notary, Trincomalee, or—

Phone: 16. T. BALASUBRAMANIAM,
Trincomalee, August 3, 1928. Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Suwanna Rana Runa Vana Ena Caruppan Chetty by his attorney Muna Adirappuli Palle of Kurunegala. Plaintiff.

No. 12,661. Vs.

Wijesinghe Mudiyansele Uku Banda of Ahugoda in Recopattu korale. Defendant.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Wednesday, August 29, 1928, commencing at 2.30 P.M. on the second and herein below:—

1. An undivided ½ 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 ½ share of Gederawatta of about 3 lahas kurakkan sowing extent, together with everything standing thereon, situated at Ahugoda.

3. An undivided ¼ share of Koholanekumbura of about 2 pelas and 5 lahas paddy sowing extent, situated at Ahugoda.

4. An undivided ¼ share of Kolanewatta of about 3 lahas kurakkan sowing extent, together with everything standing thereon, situated at Ahugoda.

5. An undivided ¼ share of Hindanduwelakumbura of about 2 pelas paddy sowing extent, situated at Ahugoda.

Belle Vue,
August 6, 1928. MAURICE FERNANDO,
Auctioneer and Broker.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on July 11, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1929, in compliance with the Excise Notification No. 75 of June 14, 1918:—

Schedule.

Name and address of applicant: M. S. Raj, 51, Cooper's Hill, Colpetty.

Description of licence or licences applied for: Medicated wine and rectified spirit.

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

Situation of premises to be licensed: 1, Turret road, Colpetty, Colombo.

M. S. RAJ.

I hereby give notice that I have on July 30, 1928, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: B. H. L. Fonseka.

Description of licence applied for: Hotel licence.

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

Situation of premises to be licensed: 655, 3rd Division, Maradana.

B. H. L. FONSEKA.

I hereby give notice that I have on June 22, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 16 Pro 5/1

Name and address of applicant: H. van den Driessen, The Borella Stores, Colombo.

Description of licence or licences applied for: Wholesale bottling foreign liquor and retail not to be consumed on the premises.

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

Situation of premises to be licensed: 1A, Cotta road, Borella, Colombo.

H. VAN DEN DRIESEN.

I hereby give notice that I have on July 27, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with the Excise Notification No. 75 of June 15, 1918.

Schedule. 19 Pro 5/1

Name and address of applicant: K. A. Wilson, the Criterion Tea and Grill Room, Victoria Arcade, Fort.

Description of licence or licences applied for: Retail licence.

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

Situation of premises to be licensed: Victoria Arcade, Fort.

E. P. BURGESS,
The Manageress,
Criterion Grill Room.
Applicant.

I hereby give notice that I have on June 19, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 16 Pro 5/1

Name and address of applicant: S. Cunji Moosa, 5, Dean's road, Maradana, Colombo.

Description of licence or licences applied for: Medicated wines.

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

Situation of premises to be licensed: 5, Dean's road, Maradana.

S. CUNJI MOOSA.

I hereby give notice that I have on June 22, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 14 Pro 5/1

Name and address of applicant: H. H. Heinemann, Isable Court Hotel, Colpetty.

Description of licence or licences applied for: Hotel.

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

Situation of premises to be licensed: Isable Court, Colpetty.

H. H. HEINEMANN.

We hereby give notice that we have on August 1, 1928, applied to the Government Agent, Western Province, for licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 15 Pro 5/1

Name and address of applicant: James P. Fernando & Co., Patmore Stores, Wellawatta.

Description of licence or licences applied for: Licence to import and sell foreign liquor.

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

Situation of premises to be licensed: 17A, San Sebastian Hill, Colombo.

JAMES P. FERNANDO & Co.

We hereby give notice that we have on August 1, 1928, applied to the Government Agent, Western Province, for licence shown in the schedule hereto annexed for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 15 Pro 5/1

Name and address of applicant: James P. Fernando & Co., Patmore Stores, Wellawatta.

Description of licence or licences applied for: Licence to import and sell foreign liquor.

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

Situation of premises to be licensed: 17c, San Sebastian Hill, Colombo.

JAMES P. FERNANDO & Co.

We hereby give notice that we have on August 1, 1928, applied to the Government Agent, Western Province, for licence shown in the schedule hereto annexed for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 15 Pro 5/1

Name and address of applicant: James P. Fernando & Co., Patmore Stores, Wellawatta.

Description of licence or licences applied for: Licence to import and sell medicated wines.

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

Situation of premises to be licensed: 17A, San Sebastian Hill, Colombo.

JAMES P. FERNANDO & Co.

We hereby give notice that we have on July 30, 1928, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule. 17 Pro 5/1

Name and address of applicant: The Central Medical Stores, 8, Main street, Colombo.

Description of licence or licences applied for: Sale of medicated wines. (2) for sale of rectified spirit.

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

Situation of premises to be licensed: 8, Main street, Colombo.

C. GOMEZ,
Manager,
Civil Medical Stores

57 - I hereby give notice that I have on June 21, 1928, applied to the Assistant Government Agent, Kalutara, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: C. S. Rodrigo, Neboda.
Description of licence or licences applied for: Retail tavern and private bar licence.

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

Situation of premises to be licensed: 3, Culloden estate, Neboda.

C. S. RODRIGO.

57 - I hereby give notice that I have on June 21, 1928, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: J. P. A. de Mel, 113, New Moor street, Colombo.

Description of licence or licences applied for: (a) Wholesale; (b) restaurant; (c) retail off; (d) bottling.

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

Situation of premises to be licensed: (a), (b), and (c) at 11, Main street, Colombo; (d) 113, New Moor street, Colombo.

J. P. DE MEL,
trading as S. A. A. T. DE MEL & SON.

57 - I hereby give notice that I have on June 18, 1928, applied to the Government Agent, Central Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicants: Croos Michael de Mel, 35 and 36, Colombo street, Kandy.

Description of licence or licences applied for: (a) foreign liquor tavern licence; (b) licences for sale of medicated wines and spirits.

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

Situation of premises to be licensed: (a) 30, Trincomalee street, Kandy, known as Cosey Corner Bar; (b) 36, Colombo street, Kandy.

C. M. DE MEL.

57 - We hereby give notice that we have on August 2, 1928, applied to the Government Agent, Central Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicants: M. J. Fernando & Sons, Wattagama.

Description of licence or licences applied for: Retail.

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

Situation of premises to be licensed: 189, Panwilla road, Wattagama.

M. J. FERNANDO.

I hereby give notice that I have on June 13, 1928, applied to the Government Agent, Central Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June, 15 1918:—

Schedule.

Name and address of applicant: K. A. Charles, Bagawantalawa.

Description of licence applied for: Foreign liquor, retail.

State whether application is for renewal of existing licence or licences or for new licence or licences: Renewal of existing licence.

Situation of premises to be licensed: 77A, Kotiagala, Bagawantalawa.

K. A. CHARLES.

I hereby give notice that I have on June 21, 1928, applied to the Assistant Government Agent, Matara, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: J. E. Karunayake, Katuwegoda, Matara.

Description of licence or licences applied for: Retail off.

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

Situation of premises to be licensed: 320, Katuwegoda, Matara.

J. E. KARUNAYAKE.

We hereby give notice that we have on July 25, 1928, applied to the Government Agent, Eastern Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1929:—

Schedule.

Name and address of applicants: J. M. S. Miranda & Sons, Batticaloa.

Description of licence: Foreign liquor hotel licence.

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

Situation of premises to be licensed: 10, Koddaimunai.

Batticaloa, July 25, 1928. J. M. S. MIRANDA & SONS.

We hereby give notice that we have on May 23, 1928, applied to the Assistant Government Agent, Kegalla, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicants: M. X. Pasangha & Co., Kegalla.

Description of licence or licences applied for: Medicated wines.

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

Situation of premises to be licensed: Colombo-Kandy road, Kegalla.

for M. X. PASANGHA & CO.
M. X. PASANGHA.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Courses for Teachers for English Schools.

AN examination for admission to the Government Training College will be held at the College, on July 24, 25, and 26, 1929.

1. Candidates must have passed either the London Matriculation, the Cambridge Senior Certificate Examination, or the Ceylon Teachers' Certificate Examination; and preference will be given to those who have had teaching experience and are recommended by the Divisional Inspector.

2. Studentships of Rs. 30 per mensem tenable for two years from January 1, 1929, for courses of training for English and Kindergarten School Teachers will be awarded on the results of this examination.

Examination Syllabus.

(1) *English Language and Composition.*

(2) *English Literature*: (a) For candidates for the English School Teachers Course—

“Cambridge Readings in Literature,” edited by George Sampson, Vols. I. and II.

“The Mill on the Floss.”—G. Eliot.

“The Talisman.”—Scott.

“Great Expectations.”—Dickens.

(b) For candidates for the Kindergarten School Teachers Course—

“The Children's Treasury of Lyrical Poetry,” Part I.—MacMillan's Literature Primers.

“The Talisman.”—Scott.

“Great Expectations.”—Dickens.

(3) *Arithmetic*: The standard will be that of the Cambridge Senior Examination.

(4) *General Paper*: This paper will include questions on the Geography and History of Ceylon, the development of the British Empire, and on current events of general interest.

(5) One of the following:—

Mathematics: The standard will be that of the Cambridge Senior Examination in Geometry and Algebra.

Sinhalese or Tamil: The standard will be that of the Cambridge Senior Examination.

Needlework: Questions will be set on the work prescribed in the Code for Standards III. to VII.

(6) *Vivâ Voce*: Candidates for the Kindergarten Course may be required to relate a story suitable for children from 5 to 6 years of age. Three stories should be prepared.

N.B.—Candidates for the Kindergarten Course may omit the subject under (5).

Conditions of Admission to the Training College.

1. Candidates must be at least 18 years of age.

2. Candidates must forward with their applications (i.) a medical certificate stating that he or she is physically fit for the teaching profession; (ii.) a certificate of recommendation from the Manager of a school or an Inspector; (iii.) two certificates of character of recent date.

3. Candidates must be prepared to execute a bond pledging themselves to serve not less than five years (men) and three years (women) in a Government or assisted school after training.

4. It must be understood that all students are appointed on probation for the first three months, but that even after the probationary period they are liable to be discontinued unless a reasonable degree of promise is shown.

5. All students in training must devote the whole of their time to College work.

6. Board and residence are provided in the College during term time at the prescribed charge. Students are expected to reside in College and only in exceptional circumstances will they be allowed, at the discretion of the Principal, to reside out of College.

7. All students will receive free passes by rail to and from their homes during vacations.

N.B.—Entrance forms can be obtained from the Principal of the Training College, and must be returned not later than June 8, 1929.

Education Office, L. MACRAE,
Colombo, August 8, 1928. Director of Education.

G/Panangala (Ubhaya Lokartha Sadhaka) Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Panangala, Galle District of the Southern Province, under the management of Mr. P. H. Andiris, has been registered as a grant-in-aid school with effect from February, 1927.

Education Office, L. MACRAE,
Colombo, August 3, 1928. Director of Education.

Cottagalla Estate School.

NOTICE is hereby given that the above school situated in the Kadugannawa district of the Central Province, under the management of the Superintendent, has been registered as a grant-in-aid school with effect from July, 1927.

Education Office, L. MACRAE,
Colombo, August 10, 1928. Director of Education.

Bassrock Estate School.

NOTICE is hereby given that an application has been received from Rev. G. R. Arulanantham for grant in aid of the above school which is situated in the Pussellawa district of the Central Province.

Observations will be received not later than September 10, 1928.

Education Office, L. MACRAE,
Colombo, August 10, 1928. Director of Education.

Railway Clerical Examination.

AN examination for admission of candidates to Class II. of the Railway Clerical Service will be held on September 20-22, 1928, and candidates desirous of presenting themselves for same should apply to me for forms on or before August 25, 1928, stating date of birth and educational qualifications.

Candidates must not be under 17 or over 25 years of age on the date of examination, must be of good physique, and must have previously passed:—

(i.) The Cambridge Senior or the London Matriculation or higher examination of the University of London; or

(ii.) The Cambridge Junior or the Elementary School-Leaving Certificate Examination, and either (a) the examination for the Commercial Certificates of the Government Technical Schools or of the Ceylon Chamber of Commerce, or (b) the examination for the London Chamber of Commerce Junior Certificate in English, Arithmetic, and either Bookkeeping or Shorthand and Type-writing.

Letters from candidates who do not possess the necessary qualifications will not be replied to, and original certificates need not, therefore, be sent in the first instance.

General Manager's Office, T. E. DUTTON,
Colombo, August 3, 1928. General Manager.

Interruption to Traffic on Main Roads.

WESTERN PROVINCE.

Panadura District.

IT is hereby notified that bridge No. 12 on the 15th mile of the Piliyandara-Pokunuwita road will be closed to traffic between August 18 and 21, 1928 (both days inclusive), for the purpose of reconstruction. Traffic other than motor omnibuses and lorries can proceed *via* Mattegoda and Mampe or Kottowa.

Public Works Office, W. J. THORNHILL,
Colombo, August 7, 1928. for Director of Public Works.

Interruption to Traffic on Main Roads.

WESTERN PROVINCE (NORTH).

Colombo District.

IT is hereby notified that owing to the reconstruction of bridge on Wattala-Hekitta road, the road will be closed for all vehicular traffic on the 16th, 17th, and 19th instant. Through traffic to and from the Leper Asylum can proceed *via* the Hendela-Elkanda road.

Public Works Office, W. J. THORNHILL,
Colombo, August 6, 1928. for Director of Public Works.

Appointment of Assessors.

BY virtue of the powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I, John Duncan Brown, Government Agent, Northern Province, do hereby appoint the under-mentioned persons to be assessors for the town of Jaffna for the year 1929 :—

- (1) Mr. A. Nadarajah, Kolumbuturai, Jaffna.
- (2) Mr. M. A. Rasiah, Old Fire-wood Depôt road, Jaffna.
- (3) Mr. S. Meera Mohideen Sahibo, Moor street, Jaffna.
- (4) Mr. S. Veeravagu, Vannarponnai West, Jaffna.

The Kacheheri,
Jaffna, July 31, 1928.

J. D. BROWN,
Government Agent.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, August 11, 1928, at 10 A.M., subject to the following conditions :—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted, subject to the approval or disposal of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Depôt measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.
7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

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

9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.

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

Division.	No. of Logs.	Cubic Feet.
Uva (Haputale)	8	283

LIST OF SATINWOOD LOGS REFERRED TO.

		<i>Uva Division.</i>			
Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
215	450	13 6	5 8	27	Sound*
157	451	14 9	6 0	33	do.†
166	452	14 3	6 2	34	do.*
213	453	12 9	5 9	26	do.‡
222	454	14 3	5 7	28	Partly unsound*
219	455	14 3	6 5	37	Sound*
216	456	16 9	6 3	41	do.†
231	457	14 6	7 11	57	do.*
Total				283	

* Plain. † Flowered. ‡ Streaked.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, August 7, 1928.

Sale of Timber.

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

(a) Point Pedro Depôt, on Monday, August 27, 1928,
at 9.30 A.M.

50 palu logs (more or less)

(b) Jaffna Depôt on Tuesday, August 28, 1928,
at 9.15 A.M.

- Lot I. .. 75 palu logs
 Lot II. .. 25 satin logs
 Lot III. .. 1,344 broad gauge leepers to be sold in 78 lots
 704 narrow gauge sleepers to be sold in 78 lots
 Lot IV. .. 7 palu telegraph poles.
 Lot V. .. 57 bridge planks to be sold in 6 lots
 Lot VI. .. 164 milla scantlings to be sold in 8 lots
 Lot VII. .. 82 palu scantlings to be sold in 6 lots
 Lot VIII. .. Palu pieces suitable for carpentry work
 Lot IX. .. 150 teak poles (more or less)

(c) Jaffna Depôt, on Monday, September 3, 1928,
at 9.15 A.M.

- Lot I. .. 150 palu logs
 Lot II. .. 20 satin logs
 Lot III. .. 5 tons satin pieces

(d) Kankesanturai Depôt, on Monday, September 10,
1928, at 9 A.M.

- Lot I. .. 39 satin logs
 Lot II. .. 1 ranai log
 Lot III. .. 3 suriyamara logs

2. The lists of timber are available for inspection at the Division Forest Office, Jaffna.

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

Conditions.

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

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

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids. The balance should be paid within 15 days of the date of sale, when a permit for removal will be issued.

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

(e) All timber sold and the full price bid of which has been paid must be removed from the depôt within 20 days of date of sale, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week or part of a week is liable to be made for any logs not removed within 15 days of sale. Logs not removed from the depôt within one month are liable to be forfeited to the Crown.

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

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

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, August 6, 1928.

Loss of Firearms.

BADULLA DISTRICT.

Number and description of gun: A single-barrelled breech-loading gun bearing No. 4,822/777B/56 on stock and barrel.

Number of licence: C. 32,568/777 Btl.

Name of owner: Sugathapuri Mahante, Thevaniamma Kovil, Kataragama.

Remarks: Gun reported to be lost.

The Kachcheli, R. MONYPENNY,
Badulla, August 3, 1928. for Acting Government Agent.

Applications for Excise Learnership.

APPLICATIONS for admission to the next Excise Learners' Class will be received by the Excise Commissioner up to Saturday, September 1.

Application should be made on a printed form which can be obtained either from the Excise Commissioner, or from an Assistant Commissioner of Excise, subject to the following conditions:—

- (i.) Applicants must have passed the Cambridge Senior or Junior Local or the London Matriculation Examination;
- (ii.) They must have completed their 19th year but not completed their 24th year on September 1, 1928; and
- (iii.) Applicants must be at least 5 feet 6 inches in height and of sound physique.

No application forms will be issued to applicants who cannot produce birth certificates and educational certificates as above.

G. S. WODEMAN,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, August 7, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 46B, Mahawatta 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 and including premises No. 47, Mahawatta road, west by the Government swamp, on the south by Mahawatta road railway line, on the east by Mahawatta road.

This declaration shall take effect from July 29, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 2, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises known as the Bloemendhal swamp, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from July 28, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 2, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated July 18, 1928, published in the *Government Gazette* No. 7,656 of July 27, 1928, the premises bearing assessment No. 74, situated at Nagalagam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from August 1, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 2, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 135, situated at Dam street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from August 2, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 7, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 2, situated at Mill street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from July 30, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 7, 1928. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 87, Skinners road south, 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 San Sebastian canal, on the east by a line running due north from the premises known as the Tramway Company's Stores to the San Sebastian Canal, on the south by Skinners road south, on the west by a line running due north from the junction of Walawatta road and Skinners road south to the San Sebastian Canal.

This declaration shall take effect from July 31, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, August 6, 1928. Municipal Veterinary Surgeon.

Rinderpest.

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

The area is bounded on the north by land of D. Romel Appu and U. Juse Perera, south by dewata road leading to Parana-ela, east by footpath leading to Romel Appu's house, west by land of K. W. Samarasingha.

This declaration shall take effect from the date hereof.

July 27, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at in the area within the following boundaries at Kerawalapitiya 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 dewata and road, south by school garden, east by land of P. V. Kerawalapitiya, west by Village Committee road.

This declaration shall take effect from the date hereof.

July 27, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by land of Proctor Amaratunga, south by land of A. Pabilis de Alwis and others, east by a portion of the land of B. T. D. S. Abeyaratne, west by Colombo-Negombo road.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out on Telambugahawatta at Peliyagoda Pattiya in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by cart road leading to Kelaniya, south by dewata road, east by a portion of Telambugahawatta above-referred to, west by a portion of ditto.

This declaration shall take effect from the date hereof.

August 2, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out within following boundaries at Kerawalapitiya 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 field south by lands of Abraham Alwis and Peduru Appu and others, east by lands of Thomas Alwis and others, west by field.

This declaration shall take effect from the date hereof.

August 3, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out within following boundaries at Kerawalapitiya 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 Dewala road, south by field and land called Hakuruwatta, east by land of Abaram Alwis, west by land of Police Vidane of Kerawalapitiya.

This declaration shall take effect from the date hereof.

August 5, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out within following boundaries at Kerawalapitiya 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 Kanatta, south by field, east by land of R. Peduru Appu, west by field.

This declaration shall take effect from the date hereof.

August 3, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out on Compoñiawatta at Peliyagoda Gangaboda 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 dewata road, south by a portion of the above land, east by new Kandy road, west by Kelani river.

This declaration shall take effect from the date hereof.

August 3, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by Wedamulla District Road Committee road, south by land belonging to P. V. Sinharamulla, east by Biyagama District Road Committee road, west by land belonging to Kelani Vihare.

This declaration shall take effect from the date hereof.

August 3, 1928.

MAURICE PERERA,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by Kelaniya-Biyagam road, south by Kelani river, east by land belonging to G. Thomas Sinno, west by Petiyagoda village boundary.

This declaration shall take effect from the date hereof.

MAURICE PERERA,
Chief Headman.

July 31, 1928.

Rinderpest.

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

The area is bounded on the north by land of Muhandiram Peter Weerasekera, south by land of D. M. Jayawardana, Police Vidane, and Bandarawatta, east by village boundary of Gonahena, west by fields.

This declaration shall take effect from the date hereof.

MAURICE PERERA,
Chief Headman.

July 31, 1928.

Rinderpest.

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

The area is bounded on the north by Naranmini-ela, south by Kelaniya-Biyagama road, east by land belonging to Gabriel Fonseka, west by land belonging to Sugathadasa.

This declaration shall take effect from the date hereof.

MAURICE PERERA,
Chief Headman.

July 31, 1928.

Rinderpest.

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

The area is bounded on the north by land of H. D. Charles of Rammutugala, south by dewata road, east by Ram mutugala-Gonahena Village Committee road, west by dewata road and footpath to Kandy road.

This declaration shall take effect from the date hereof.

MAURICE PERERA,
Chief Headman.

July 30, 1928.

Rinderpest.

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

The area is bounded on the north by Kandy road, south and east by fields, west by village boundary of Henpita-mulla.

This declaration shall take effect from the date hereof.

MAURICE PERERA,
Chief Headman.

August 6, 1928.

Rinderpest.

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

The area is bounded on the north by fields, south by dewata road, east by high road, west by fields.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.

August 1, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Weeragoda in garden No. 101 in Ambatalenpahala korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kolonnawa railway line, south by Grandpass-ela, east by land belonging to C. E. Talayaratna, west by Grandpass-ela.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.

July 31, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Weragoda in garden No. 101 in Ambatalenpahala korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kolonnawa railway line, south by Grandpass street, east by property belonging to C. E. Talayaratna, west by Grandpass street.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.

August 1, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Welikada in garden No. 358 in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata road, south by dewata road, east by dewata road, west by dewata road.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.

July 30, 1928.

Rinderpest.

WHEREAS suspected case of rinderpest has broken out at Kittanpahuwa in Ambatalenpahala korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Embillagahawatta and Dangahakumbura, south by Dombagahawatta and road to Avissawella, east by boundary of Kittanpahuwa, west by Village Committee road, Kittanpahuwa.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.

July 30, 1928.

Rinderpest.

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

The area is bounded on the north by Village Committee road, south by cart road, east by cart road, west by lands belonging to Udenis Perera and others.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.
July 31, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Higgahawatta, Talangama North, in Palle pattu of Hewagam 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 Mahadeniwela south by Akuregoda Village Committee road, east by a line drawn southwards from the point at which southern and eastern boundaries of Mahadeniwela meet until it meets Malabe District Road Committee road at the junction where the two District Road Committee roads meet and thence along Malabe District Road Committee road until it meets Akuregoda Village Committee road, west by a line drawn in a north-easterly direction from the 9th milepost on the Talangama-Malabe District Road Committee road until it meets Mahadeniwela, and a line drawn in a southerly direction from the same point until it meets Akuregoda Village Committee road.

This declaration shall take effect from the date hereof.

A. E. ABHAYARATNE,
Mudaliyar, Hewagam Korale.
August 3, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Attidiya in garden Galabodawatta 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 Kiripellagahawatta south by Talagahawatta, east by fields, west by Kahata-gahawatta.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.
August 3, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada in garden No. 55 in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by northern boundary of lot No. 52, south by high road, east by dewata road, west by high road.

This declaration shall take effect from the date hereof.

D. E. WIJSEKERE,
Chief Headman.
July 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out within following boundaries at Peliyagoda Gangaboda in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section

5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of R. J. Fernando, south by land of Albert Silva, east by Colombo-Negombo road, west by Kelani river.

This declaration shall take effect from the date hereof.

August 4, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Millagahawatta bearing No. B 42 at Kandana in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of J. D. Manuwel Appuhami, south by land of Wisenti Perera, east by land of J. D. Agustinu Appu, west by Negombo road.

This declaration shall take effect from the date hereof.

August 3, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by dewata road leading to Church, south by land of John Perera Amarassekere Siriwardane, east by land belonged to the Church, west by land of E. Eujinu Perera.

This declaration shall take effect from the date hereof.

August 1, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by cart road, south by land of K. Arnolis Silva, east by land of H. Andiris Silva, west by land of W. Carolis Silva.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of K. Daniel Silva, south by land of M. Sarnelis Silva, east by cart road, west by land of L. Allis Silva.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Delgahawatta at Halanduruwa 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 the field of E. Charlis Perera, south by land of N. Methiel Mendis, east by boundary of the land of E. Charlis Perera, west by field of N. Elias Mendis.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of the heirs of Belin Soysa, south by land of D. Bemohami, east by land of K. Saviel Silva, west by land of K. Arnolis Silva and cart road.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of M. Sadilis Silva, south by land of W. Carolis Silva, east by cart road, west by land of the heirs of M. Amis Silva.

This declaration shall take effect from the date hereof.

July 29, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land of heirs of R. P. P. Weerasuriya, Notary south by cart road east by land of R. P. P. Weerasuriya Waidyaratn west by Gansabhawa road.

This declaration shall take effect from the date hereof.

August 4, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Millagahawatta at Elapitiwela in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and

(2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of Almeris Appu, south by land of Francis Pinto and others, east by land of P. D. William Appuhami, west by ditto.

This declaration shall take effect from the date hereof.

August 4, 1928.

B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Laxapathiya 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 M. C. Fernando, south by Lunawa-ela, east by a portion of this land, west by Lunawa-ela.

This declaration shall take effect from the date hereof.

July 30, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Laxapathiya 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 M. S. Fernando, south by a land belonging to Alexander Fernando, east by Lunawa-ela, west by a land belonging to B. M. D. Silva.

This declaration shall take effect from the date hereof.

August 1, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by tract of field, south by ditto, east by land of Bastiyan Appuhamy, west by tract of field.

This declaration shall take effect from the date hereof.

July 29, 1928.

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

Foot-and-Mouth Disease.

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

The area is bounded on the north by dewata path, south by high road, east by rail road, west by high road.

This declaration shall take effect from the date hereof.

August 4, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bambukuliya 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 District Road Committee road, east by village boundary, south by village boundary of Etgala and a residing land of P. V. Bambukuliya, west by dewata path.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.
August 4, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease as broken out at Nalapaha 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 Hendrick Appuhamy, south by track of field, east by land of Hendrick Appuhamy, west by track of field.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.
July 29, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Naiwale 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 Aschamy, south by the land of Rapiyal Singho, east by land of Herath Singho, west by footpath.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.
July 29, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Sea street, Negombo, 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 Elizabeth Fernando and others, south by land of B. Suse Palle and others, east by high road, west by Church property.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.
July 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Madabawita 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 Botale and Siyambalagoda, south by village boundary of Weweldeniya Ihalagama, east by Colombo-Kandy road, west by village boundary of Aruggoda.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,
Chief Headman.
July 27, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Godakalana 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 Nalla, south by ditto of Loluwagoda, east by Pasyala-Giriulla Public Works Department road, west by Crown forest called Loluwagodakanda.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,
Chief Headman.
July 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Danowita 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 Meneripitiya, south by ditto of Madabawita, east by ditto of Etuwawala, west by ditto of Madabawita.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,
Chief Headman.
July 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Siyambalagoda 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 Halpe, south by village boundaries of Hinamulla and Imbulanwala, east by track of paddy fields, west by village boundaries of Kossetadeniya and Imbulanwala.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,
Chief Headman.
July 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Alutgama in Asgiri Udasiya pattu of Matala South Matala District of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the Henayage-ela, south by the limit of Pamunuwa village, east by the Makulussa and Hilton estate, west by the Unaweruwa-oya.

This declaration shall take effect from the date hereof.

W. A. UDUGAMA,
Chief Headman.
August 5, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pamunuwa in Asgiri Udasiya pattu of Matale South, Matale District of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the Alutgamā village, south by the Gansabhawa road from Eramudugolla to Pamunuwa, east by the Udugama village, west by the District Road Committee road.

This declaration shall take effect from the date hereof.

W. A. UDUGAMA,
Chief Headman.

August 5, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the town of Kurunegala, within the limits of Local Board, Kurunegala: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, the under-mentioned areas are infected, viz., the Local Board area of Kurunegala, within the boundaries hereunder defined.—

This declaration is to take effect from to-day.

BOUNDARIES REFERRED TO.

On the west by a line drawn from a point on the Puttalam road, 2 chains on the north-west of its junction with the Circular road parallel with the Circular road, and at a distance of 2 chains from it up to the Wilgoda-ela, thence directly to a point on the Negombo road, 2 chains to the west of its junction with the old Negombo road, otherwise called the Malkaduwa Circular, and thence to a point 2 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 Malkaduwa Circular, and 2 chains distance from it as far as the Colombo road, thence straight to a point 6 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 ½ 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.

Local Board Office,
Kurunegala, August 2, 1928.

T. A. HODSON,
Chairman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the areas declared infected at Dahaneggedara, Kappangamuwa palatas, and Dampitiya, Kanatoluwa, Ehetumulla, Magulagama, and Bodimulla villages of Katugampola hatpattu of the Kurunegala District of the North-Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated June 22, 1928, are free from foot-and-mouth disease, and are no longer an infected areas.

This declaration is to take effect from this date.

The Kachcheri, W. ABEYAWARDANE,
Kurunegala, August 6, 1928. for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Beliyakanda wasama in Kandapalla korale, Matale North of Matale District of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and

(2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the village limits of Pahala Diggala and Bulanawewa, south by Damunumulla and Siyambalawewa villages, east by Beliyakandehinna, west by Kalugala-oya and the village limits of Dewahuwa and Moragollerallerotawewa villages.

This declaration shall take effect from the date hereof.

July 30, 1928.

T. B. ELLEPOLA,
Chief Headman.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Bambaragaswewa wasama in Kandapalla korale, Matale North of Matale District of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the village limits of Moragolla and Rallerotawewa, south by the village limit of Paluhombawa in Beligamuwa wasama, east by the village limit of Pattiwala, west by Alutwewa village.

This declaration shall take effect from the date hereof.

July 31, 1928.

T. B. ELLEPOLA,
Chief Headman.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in whole of the Kalagam palata in the North-Central Province. I, Basil Tennakoon, Ratemahatmaya of Kalagam palata, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that all the tulanas in the palata are infected areas.

The order shall take effect from the date hereof.

Boundaries of the revenue division of Kalagam palata.

August 2, 1928. B. TENNAKOON,
Ratemahatmaya, Kalagam Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Maradamaduwa village in Chinnachcheddikulam in Vavuniya South Sinhalese division of the Mullaittivu District, Northern 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 limits of Mankulama, east and south by boundary between the Northern and North-Central Provinces, west by the village limits of Nalavar-Veppankulam.

This declaration shall take effect from the date hereof.

July 29, 1928. S. M. K. MADUKANDA,
Ratemahatmaya, Vavuniya South.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Mamaduwa village in Kilakkumulai South in the Vavuniya South Sinhalese division of the Mullaittivu District of the Northern Province: It is hereby declared in terms of section 5, of sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the village limits of Karunkalikkulam and Kallikkulam, south by the village limits of Etambagaskoda and Putubulankulama, east by village limits of Vamankallu and Sinnakkulam, west by village limits of Maharambaikkulam and Parayer-sinnakkulam.

This declaration shall take effect from the date hereof.

July 29, 1928. S. M. K. MADUKANDA,
Ratemahatmaya, Vavuniya South.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village of Vavuniya in Kilakkumulai South in Vavuniya South Tamil division in the Mullaitivu District of the Northern Province: It is hereby declared in terms of section 5 of sub-sections (1) and (2) of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, the area, viz., "The Sanitary Board Town of Vavuniya" is infected.

This declaration shall take effect from the date hereof.

K. SINNATAMBY,

Acting District Mudaliyar, Vavuniya South.
July 30, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Kumbukule palata in Divigandahe korale in Hiriyala 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 Hatigamuwa palata and Nikawagampaha korale, south by Ma-eliya and Galatenwewa palatas, east by Makulpota and Ihala Otota korale, west by Hatpokuna and Hatigamuwa palatas.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

July 28, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Galatenwewa palata in Divigandahe korale in Hiriyala 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 Kubukule palata, south by Ponnilawa palata, east by Ma-eliya palata, west by Karambe palata in Wannu hatpattu.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

July 28, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Reddagoda palata in Madure korale in Weudawili 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 Hiriyala hatpattu, south by Udahorombuwa and Delwita palatas, east by Matale District boundary, west by Deduru-oya.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

July 30, 1928. Ratemahatmaya, Weudawili Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Talgodapitiya palata in Ihala Wisideke korale west in Hiriyala 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 Polgolla palata, south by Henegedara and Batalagoda tank, east by Deduru-oya, west by Hetahaye korale.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

August 4, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Mahagalboda Egoda korale in Hiriyala 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 Kimbulwana-oya and Tittaweligandahaye korale, south by Deduru-oya and Ihala Wisideke korale, east by Dolukanda, west by Deduru-oya and Makulwewa estate.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

August 4, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the villages of Tammita palata of Tittaweligandahaye korale of Hiriyala 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 village limit of Tittawella, south by village limit of Manapaya, east by village limit of Tihawa, west by Maha-ela.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

August 5, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the villages of Manapaya palata in Tittaweligandahaye korale of Hiriyala 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 Tammita and Arankele palatas, south by Deeyawa palata, east by Manapayekanda and Tammita palata, west by Doluwa palata and the hill.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,

August 5, 1928. Ratemahatmaya, Hiriyala Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Wilachchiya tulana No. 2 and Andarawewa tulana No. 4 in Wilachchiya korale in Nuwaragam palata in North-Central Province: I, Puchi Banda Bulankulame, Ratemahatmaya of Nuwaragam palata, do hereby declare, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, that the said tulanans are infected areas.

This declaration shall take effect from the date hereof.

Boundaries.

1. Boundaries of the revenue division of Wilachchiya tulana No. 2.
2. Boundaries of the revenue division of Andarawewa tulana No. 4.

P. B. BULANKULAME,

August 1, 1928. Ratemahatmaya, Nuwaragam Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Wirasole, Kadawat tulana of Kadawat korale in Nuwaragam palata in the North-Central Province, I, Puchi Banda Bulankulame, Ratemahatmaya of Nuwaragam palata, do hereby declare, under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said tulana is an infected area.

The order shall take effect from the date hereof.

Boundaries of the revenue division of Wirasole, Kadawat talana No. 16.

P. B. BULANKULAME,
August 2, 1928. Ratemahatmaya, Nuwaragam Palata.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Ridigama palata in Madure korale in Weudawili hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Deduru-oya and Rambukandana palata, south by Rambodgala palata, east by Deduru-oya, west by Hewawisse korale and Nem-bilikumbura palata.

This declaration shall take effect from the date hereof.

T. B. MADAWALA,
July 30, 1928. Ratemahatmaya, Weudawili Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Mapegamuwa palata in Kudagalboda korale in Weudawili 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 Kidapola and Galgamuwa palatas, south by Wewagedera palata, east by Yakdessakanda, west by Kidapola palata.

This declaration shall take effect from the date hereof.

T. B. MADAWALA,
July 30, 1928. Ratemahatmaya, Weudawili Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Dambadeni 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 Katugampola and Dewamedhi hatpattus, south by Maha-oya, east by Weudawili hatpattu and Kegalla District, west by Maha-oya and Katugampola hatpattu.

This declaration shall take effect from the date hereof. All previous notices declaring out breaks of hoof-and-mouth disease in parts of the above area, and published from time to time in the *Gazette*, are hereby cancelled

T. W. MARALANDE,
July 31, 1928. Ratemahatmaya, Dambadeni Hatpattu.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the villages Delgamuwa, Kuruwita, Gonapitiya, Patagama, and Tembilyana, in Uda pattu south, Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area, boundaries of which are specified below, is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

This proclamation is to take effect from the date hereof.

Boundaries of the Infected Area.

North: Village limits of Kandangoda, Badahelgoda, and Henepola.

East: Village limits of Ekneligoda and Udakada.

South: Paradise estate and village limits of Kitulpe.

West: Village limits of Halpe and Teppanawa.

G. J. B. KIRIBILLE,
Acting Ratemahatmaya, Kuruwiti Korale.
July 30, 1928.

Black-Quarter Disease.

WHEREAS the disease called black-quarter has broken out on Diyanilla estate in Walapone division in the District of Nuwara Eliya of the Central 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 Ordinance No. 19 of 1923, the area within the under-mentioned boundaries is an infected area :—

Boundaries.

North by Crown patana, east by Harasbedda estate, south by Liddesdale estate and Crown patana, west by ditto.

This declaration shall take effect from August 3, 1928.

C. C. WOOLLEY,
The Kachcheri, Assistant Government Agent.
Nuwara Eliya, August 9, 1928.

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

Local Option Poll for Reopening of Taverns in the Jaffna District.

IT is hereby notified for public information that the Government Agent for the Northern Province, in terms of Excise Notification No 175 of May 25, 1928, has received 32 applications for local option poll for the reopening of foreign liquor, arrack, and toddy taverns in the Jaffna District as shown in the schedule below :—

Schedule.

1. Colombuthurai toddy tavern.
2. Vannarponnai North-west toddy tavern.
3. Chiviteru West toddy tavern.
4. Tirunelvely East toddy tavern.
5. Karaiyur foreign liquor tavern.
Karaiyur arrack tavern.
Karaiyur toddy tavern.
6. Kondavil toddy tavern.
7. Achchuveii toddy tavern.
8. Kathirippai toddy tavern.
9. Copay South toddy tavern.
10. Tellippalai East toddy tavern.
11. Mailiddy North toddy tavern.
12. Mathagal toddy tavern.

13. Manippay toddy tavern.
14. Araly toddy tavern.
15. Vaddukodai East toddy tavern.
16. Puloly South toddy tavern.
17. Puloly East toddy tavern.
18. Varathuppalai toddy tavern.
19. Point Pedro arrack tavern.
Point Pedro toddy tavern.
20. Puloly West toddy tavern.
21. Kudattanai toddy tavern.
22. Nakarkoil toddy tavern.
23. Allarai toddy tavern.
24. Madduvil North toddy tavern.
25. Sarasalai toddy tavern.
26. Chavakachcheri South toddy tavern.
27. Maravanpulo toddy tavern.
28. Navatkuli toddy tavern.
29. Puloppalai toddy tavern.
30. Sankatharvayal toddy tavern.
31. Vinasioidai toddy tavern.
32. Velanai East toddy tavern.

The Kachcheri,
Jaffna, August 6, 1928.

W. C. D. PENTELOW,
for Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, August 6, 1928.

G. H. N. SAUNDERS,
for Chairman.

SCHEDULE.

Premises No.	Street.	Quarter and Year.	Date and Time of Sale.
110/38	Belmont	1st quarter, 1928	September 4, 1928, at 9 A.M.
102/33 (1-4)	Do.	do.	September 4, 1928, at 9.30 A.M.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Moratuwa.

IN terms of section 34A of Ordinance No. 13 of 1898, notice is hereby given that the properties mentioned in the annexed schedule, and situated within Local Board limits of Moratuwa, which have been seized under section 34A of Ordinance No. 13 of 1898 and section 41 of Ordinance No. 16 of 1865 for default of the payment of assessment tax due for the 1st quarter, 1928, will be sold by public auction on August 22, 1928, on the spot, commencing at 10 A.M., unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Moratuwa.

Local Board Office,
Moratuwa, July 31, 1928.

D. B. SENEVIRATNE,
Additional Assistant Government Agent.

SCHEDULE.

Village.	Assessment No.	Name of Defaulter.	Amount due. Rs. c.
Katubedda	22 and 23	P. Deneris Appu and others	0 43
Moratumulla	582	K. Joronis Fernando	0 25

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Election of Members, Chilaw Urban District Council, 1928.

I, SIAVAX HIRJI WADIA, Assistant Government Agent of the Puttalam and Chilaw Districts, do hereby notify, in pursuance of section 29 (1) of Ordinance No. 11 of 1920, that the following electoral rolls will be open for inspection during office hours at the Office of the Urban District Council at Chilaw at and after 10 A.M. on Friday, August 10, 1928:—

- (a) Electoral roll of voters in English for Division No. I.
- (b) Do. in Sinhalese do.
- (c) Do. in English for Division No. II.
- (d) Do. in Sinhalese do.
- (e) Do. in English for Division No. III.
- (f) Do. in Sinhalese do.
- (g) Do. in English for Division No. IV.
- (h) Do. in Sinhalese do.
- (i) Electoral list of persons qualified to serve as members for Divisions Nos. I., II., III., and IV. in English.
- (j) Electoral list of persons qualified to serve as members for Divisions Nos. I., II., III., and IV. in Sinhalese.

2. I do hereby further notify, in pursuance of section 29 (1) (b) of Ordinance No. 11 of 1920, that at 10.30 A.M. on Monday, September 10, 1928, I will attend at the Office of the Urban District Council, Chilaw, for the purpose of hearing all claims for insertion of any name in the said rolls, and of all objections to any name inserted therein.

If any objection to any name is to be taken, the provisions of section 29 (3) of the said Ordinance will be observed.

3. I do hereby also notify, in pursuance of section 30 (1) of the said Ordinance, that the Triennial Election of Members of the Chilaw Urban District Council for the period 1929-1931 will be held by me at 10.30 A.M. on Tuesday, November 13, 1928, at the Office of the Urban District Council, when nomination papers will be received by me.

Attention is drawn to the provisions of section 31 (1) of the said Ordinance relating to nomination.

4. If more than one candidate is nominated for any division, a poll will be taken on Saturday, November 24, 1928, at the polling places shown below.

The poll will open at 9 A.M. and close at 5 P.M.

Polling Places.

- For Division No. 1: The Assistant Government Agent's Circuit Bungalow on the Sand Bank.
- For Division No. 2: The Chilaw Kachcheri.
- For Division No. 3: The Club House at the recreation ground, Negombo road.
- For Division No. 4: The Forest Ranger's Bungalow on the Sand Bank.

S. H. WADIA,
Assistant Government Agent,
The Kachcheri, Puttalam and Chilaw Districts.
Puttalam, July 31, 1928.

Licensed Auctioneer.

THE following person was licensed during the month of June, 1928, to carry on the trade or business of an auctioneer within the limits of the Jaffna Urban District Council area for the year 1928, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

Mr. Arunasalam Chelliah, Auctioneer, Vannarponnai East, Jaffna.

R. SIVAGURUNATHAR,
Chairman.
Office of the Urban District Council,
Jaffna, August 3, 1928.

TRADE MARKS NOTICES.

Trade Marks registered during the Month of July, 1928.

Trade Mark No.	Advertised in Gazette		Proprietors.	Class.
	No.	Of		
3,662	7,552	October 22, 1926	Devar & Company	16
3,846	7,596	July 29, 1927	Karimbhoy Bagsobhoy	42
3,855	7,607	September 23, 1927	Totagodagama Charles Perera, trading as "T. G. M. Perera"	38
4,173	7,636	March 30, 1928	Merennege Jamis Salgado	42
4,054	7,641	May 2, 1928	Reckitt & Sons, Limited	50
4,038	7,642	May 11, 1928	Bosanquet & Company, Ltd.	42
4,101	7,642	May 11, 1928	The Jaeger Company, Limited	41
4,186	7,642	May 11, 1928	Colombo Commercial Co., Ltd.	42
4,202	7,642	May 11, 1928	Prest-O-Lite Storage Battery Corporation	8
4,203	7,642	May 11, 1928	Meyer & Studeli Societe Anonyme	10
4,204	7,642	May 11, 1928	do.	10
4,205	7,642	May 11, 1928	do.	10
4,206	7,642	May 11, 1928	Freudenberg Boehringer & Co.	9
4,207	7,642	May 11, 1928	do.	15
4,208	7,642	May 11, 1928	do.	24
4,209	7,642	May 11, 1928	do.	31
4,210	7,642	May 11, 1928	do.	47
4,076	7,643	May 18, 1928	I. G. Farbenindustrie Aktiengesellschaft	39
4,086	7,643	May 18, 1928	The Hercules Cycle and Motor Co., Ltd.	13
4,087	7,643	May 18, 1928	do.	22
4,088	7,643	May 18, 1928	do.	22
4,098	7,643	May 18, 1928	Barney & Berry Inc.	8
4,131	7,643	May 18, 1928	Carl Lindstrom Aktiengesellschaft	8
4,166	7,643	May 18, 1928	Norddeutsche Wollkammerei & Kammgarnspinnerei	33
4,195	7,643	May 18, 1928	A. F. Jones & Company	42
4,198	7,643	May 18, 1928	do.	42
4,199	7,643	May 18, 1928	do.	42
4,200	7,643	May 18, 1928	do.	42
4,201	7,643	May 18, 1928	do.	42
4,211	7,643	May 18, 1928	Freudenberg Boehringer & Co.	50
4,212	7,643	May 18, 1928	do.	12
4,213	7,643	May 18, 1928	do.	13
4,214	7,643	May 18, 1928	do.	14
4,215	7,643	May 18, 1928	do.	34
4,216	7,643	May 18, 1928	do.	48
4,218	7,643	May 18, 1928	Colombo Commercial Co., Ltd.	42
4,219	7,643	May 18, 1928	do.	42
4,220	7,643	May 18, 1928	do.	42
4,221	7,643	May 18, 1928	do.	42
4,222	7,643	May 18, 1928	do.	42
4,223	7,643	May 18, 1928	do.	42
4,224	7,643	May 18, 1928	do.	42
4,225	7,643	May 18, 1928	do.	42
4,236	7,643	May 18, 1928	S. Sheik Dawood	14
4,237	7,644	May 25, 1928	I. G. Farbenindustrie Aktiengesellschaft	1
4,247	7,644	May 25, 1928	The Ryvita Company	42
4,254	7,644	May 25, 1928	Miller & Company, Limited	38
4,271	7,644	May 25, 1928	Hoare & Co. (Engineers), Ltd.	13
4,272	7,644	May 25, 1928	Colombo Commercial Co., Ltd.	42

Subsequent Proprietors registered during the Month of July, 1928.

(The Name in Italics is that of the former Proprietor.)

3,196	7,412	August 29, 1924	Merelle-Soule Company, Inc. 350, Madison Avenue, City of New York, State of New York, U. S. A., <i>Merrell-Soule Company.</i>	42
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Trade Mark No.	Advertised in <i>Gazette</i>		Proprietors.	Classes.
	No.	Of		
Trade Marks renewed during the Month of July, 1928.				
295	5,706	August	3, 1900 Venesta, Limited	39
304	5,721	September	28, 1900 Bösanquet & Co., Ltd.	24
2,487	7,171	April	29, 1921 The Transatlantic Ex- & Import Company m. b. H.	3 & 48
Trade Marks to be removed from the Register for Non-Payment of Renewal Fees.				
1,556	6,635	July	24, 1914 S. Peiris & Co.	1
1,558	6,636	July	31, 1914 Wakwellagamage Francisappuhamy	38
Trade Marks removed from the Register for Non-Payment of Renewal Fees.				
1,539	6,622	May	1, 1914 Wilmot Arthur de Silva	4
1,542	6,624	May	15, 1914 Westminster Tobacco Co., Ltd.	45
1,543	6,624	May	15, 1914 do.	45
1,544	6,624	May	15, 1914 do.	45

Registrar-General's Office,
Colombo, August 7, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,154.

(2) Date of Receipt: February 13, 1928.

(3) Applicant (Proprietor of the Trade Mark): LEYLAND PAINT AND VARNISH COMPANY, LIMITED (a Company duly incorporated under the English Companies' Acts), Leyland, Lancashire, England; Manufacturers of Colours, Paints, and Varnishes.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 1.

(6) Goods: Colours, distempers, enamels, paints, and varnishes.

(7) Representation of the Trade Mark:

LEYLAG

C. COOMARASWAMY,
Registrar-General's Office,
Colombo, August 8, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,155.

(2) Date of Receipt: February 13, 1928.

(3) Applicant (Proprietor of the Trade Mark): LEYLAND PAINT AND VARNISH COMPANY, LIMITED, (a Company duly incorporated under the English Companies' Acts), Leyland, Lancashire, England; Manufacturers of Colours, Paints, and Varnishes.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 1.

(6) Goods: Distempers.

(7) Representation of the Trade Mark:

LEYTEX

Registrar-General's Office, C. COOMARASWAMY,
Colombo, August 8, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,156.

(2) Date of Receipt: February 13, 1928.

(3) Applicant (Proprietor of the Trade Mark): LEYLAND PAINT AND VARNISH COMPANY, LIMITED (a Company duly incorporated under the English Companies' Acts), Leyland, Lancashire, England; Manufacturers of Colours, Paints, and Varnishes.

(4) Address for service in the Island: C/o Julius & Creasy, Colombo.

(5) Class: 1.

(6) Goods: Colours, distempers, enamels, paints, and varnishes.

(7) Representation of the Trade Mark:

LEYMAT

Registrar-General's Office, C. COOMARASWAMY,
Colombo, August 8, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,313.
- (2) Date of Receipt : May 26, 1928.
- (3) Applicant (Proprietor of the Trade Mark) : PEEK, FREAN & COMPANY, LIMITED (a Company incorporated under the English Companies' Acts), 158, Drummond road, London, S.E. 16, England ; Manufacturers.
- (4) Address for service in the Island : C/o Julius & Creasy, Colombo
- (5) Class : 42.
- (6) Goods : Substances used as food or as ingredients in food.
- (7) Representation of the Trade Mark :

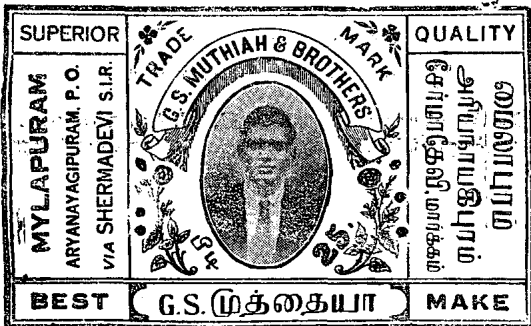
BISKWHEAT

C. COOMARASWAMY,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, August 8, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,360.
- (2) Date of Receipt : July 9, 1928.
- (3) Applicant (Proprietor of the Trade Mark) : GNANAKAN SAMIKAN NADAR MUTHIAH NADAR, trading as "G. S. MUTHIAH & BROTHERS," Mylapuram Aryanayagipuram P. O. via Shermadevi S. I. R., India ; Manufacturer.
- (4) Address for service in the Island : C/o C. Sevaprakasam, Proctor, Supreme Court, No. 89, Dam street, Colombo.
- (5) Class : 45.
- (6) Goods : Beedies.
- (7) Representation of the Trade Mark :



A translation of the Tamil characters appearing on the right hand panel is given on the left hand panel. Those at the bottom mean "Muthiah." Those on the left hand side of the photograph mean "Beedie."

C. COOMARASWAMY,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, July 25, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,375.
- (2) Date of Receipt : July 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : WAPPU MARIKAR MOHAMED HASSIM, No. 77, Main street Pettah, Colombo ; Merchant.

- (4) Address for service in the Island : any
- (5) Class : 38.
- (6) Goods : Articles of clothing.
- (7) Representation of the Trade Mark :



C. COOMARASWAMY,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, August 1, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,379.
- (2) Date of Receipt : July 24, 1928.

(3) Applicant (Proprietor of the Trade Mark) : LAMBERT PHARMACAL COMPANY (a Corporation organized and existing under the laws of the State of Delaware, United States of America), 7 West 10th street, Wilmington, County of Newcastle, State of Delaware, United States of America ; Manufacturers.

(4) Address for service in the Island : C/o Julius & Creasy, Colombo.

- (5) Class : 3.
- (6) Goods : Chemical substances prepared for use in medicine, and pharmacy, excepting antiseptic medicinal preparations.

(7) Representation of the Trade Mark :

LISTERINE

This Trade Mark is to be associated with the Trade Mark No. 671 under Section 24.

C. COOMARASWAMY,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, August 8, 1928.

ROAD COMMITTEE NOTICES.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that in terms of "The Estate Roads Ordinance, No. 12 of 1902," a General Meeting of the proprietors or resident managers of the estates interested in the above road will be held at New Forest Estate Bungalow on Wednesday, September 12, 1928, at 3 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. Election of Chairman, Local Committee.
2. Presentation of accounts for 1927-28.

3. Frame and pass estimates for 1928-29.

4. Consider the suggestion of the Superintendent of Erin estate that the estates contributions should be increased.

5. Any other business which may properly be brought before the meeting.

N.B.—The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. R. SUDERTY,
Provincial Road Committee's Office,
Kandy, July 28, 1928. for Chairman.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Monday, August 27, 1928, at 12 noon, will be put up for resale at the Colombo Kachcheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of July, 1928, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance, No. 21 of 1905.

From September 1 to 30, 1928.

Canals.—(1) Hendala, (2) Kittanpahuwa.

The Kachcheri,
Colombo, August 1, 1928.

R. N. THAINE,
Government Agent.

Toll Rent, Weragantota Ferry.

NOTICE is hereby given that the Government Agent for the Central Province will receive tenders at the Kandy Kachcheri at 2 P.M. on Monday, August 27, 1928, for the purchase of the under-mentioned Toll Rent of the Central Province from October 1, 1928, to September 30, 1929.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by His Excellency the

Governor, to furnish approved security for one-half of the whole purchase amount, or in cash for one-third of the whole purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Counsel for examining and giving his opinion of the title deeds of properties tendered by him as security, and for examining and settling the security bond and the fees charged by the Crown Counsel for examining documents and drawing the security bond, and also the expenses of appraising the properties and of registering the security bond and the stamp duty on the bond under Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

The renter shall pay the cost of any special repairs to the boats that shall become necessary on account of his or his servants' negligence. He shall deposit on the day of sale a sum of Rs. 100 as security for the payment of the cost of all such repairs.

Further information can be obtained on application to the Government Agent.

Description of Rent.

Toll at the Weragantota ferry.

The Kachcheri,
Kandy, August 2, 1928.

H. W. CODRINGTON,
Government Agent.