



# THE CEYLON GOVERNMENT GAZETTE

No. 7,659 — FRIDAY, AUGUST 17, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor .. ..	—	Miscellaneous Departmental Notices .. ..	3021
Proclamations by the Governor .. ..	2974	“Excise Ordinance” Notices .. ..	3027
Appointments by the Governor .. ..	2975	Proceedings of Municipal Councils .. ..	3028
Appointments, &c., of Registrars .. ..	—	Patents Notifications .. ..	—
Government Notifications .. ..	2976	Local Board Notices .. ..	—
Revenue and Expenditure Returns .. ..	—	“Local Government Ordinance” Notices .. ..	—
Currency Commissioners’ Notices .. ..	—	Trade Marks Notifications .. ..	3035
Notices calling for Tenders .. ..	2979	Notices to Mariners .. ..	—
Sales of Unserviceable Articles, &c. .. ..	2983	Sales of Toll and Other Rents .. ..	—
Vital Statistics .. ..	—	Road Committee Notices .. ..	3038
Unofficial Announcements .. ..	2985	Meteorological Returns .. ..	—
Specifications under “The Irrigation Ordinance” .. ..	3020	Books registered under Ordinance No. 1 of 1885 .. ..	—

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

L 603/28

A PROCLAMATION.

H. J. STANLEY.

**K** NOW Ye that We, the Governor, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Dalupotawatta, Siyambalawalana, and Malgomuwa in Meda pattu korale east of the Katugampola hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, August 9, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Millagodella and Bulugodella, situate in the village of Palkada in Meda pattu korale east of the Katugampola hatpattu of the Kurunegala District, in the North-Western Province; containing in extent 17 acres 3 roods and 26 perches, and shown as lot 20 in final village plan No. 385; and bounded as follows: on the north by the village limit of Meddepola (F. V. P. 386) and lots 20A, 24, 22, 20G, 20H, and 20 I in final village plan No. 385; on the east by the village limit of Maharagama (F. V. P. 383); on the south by the village limit of Malgamuwa (F. V. P. 381) and by lots 20E, 20D, 20C, 20B, and 21 in final village plan No. 385; on the west by lot 54 (road) in final village plan No. 385.

BY HIS EXCELLENCY THE GOVERNOR.

L 602/28

A PROCLAMATION.

H. J. STANLEY.

**K** NOW Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, No. 16 of 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Tismalpola in Walgam pattu of Kinigoda korale of the Kegalla District, in the Province of Sabaragamuwa.

Colombo, August 9, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Bataigodellēmukalana, situated in the village of Tismalpola in Walgam pattu of Kinigoda korale of the Kegalla District, in the Province of Sabaragamuwa, containing in extent 16 acres 3 roods and 17 perches, and shown as lot 88 in final village plan No. 152; and bounded as follows: on the north by lots 73 and 88c in final village plan No. 152; on the east by lots 68, 66, and 88B in final village plan No. 152; on the south by lots 90, 91, 88A, 93½, 93, 88½, and 94B in final village plan No. 152; and on the west by lots 88E, 88½, and 87 in final village plan No. 152.

BY HIS EXCELLENCY THE GOVERNOR.

L 654/28

A PROCLAMATION.

H. J. STANLEY.

**K** NOW Ye that We, the Governor, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Kandehena in Gannewe korale of the Weudawili hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, August 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Bakmigollemukalana, situate in the village of Dunukewatta in Gannewe korale of the Weudawili hatpattu of the Kurunegala District, in the North-Western Province; containing in extent 8 acres 2 roods and 36 perches, and shown as lot 140 in final village plan No. 1,518; and bounded as follows: on the north by lots 133 and 141 in final village plan No. 1,518; on the east by lot 147 in final village plan No. 1,518; on the south by the village limit of Kandehena final village plan No. 1,519; on the west by lots 137, 138, 139, 134, and 133 in final village plan No. 1,518.

BY HIS EXCELLENCY THE GOVERNOR.

L 655/28

## A PROCLAMATION.

H. J. STANLEY.

**K**NOW Ye that We, the Governor, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto; a village forest for the benefit of the village communities of Yakadapota, Ilankalihena, Siambalagaswetiya, Kapugama, and Kokkawilagama in Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, August 13, 1928.

By His Excellency's command,

GOD SAVE THE KING.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

The land commonly called or known as Kepitiladamukalana, situate in the village of Yakadapota in Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province; containing in extent 87 acres and 36 perches, and shown as lot 40 in F. V. P. 1,573; and bounded as follows: on the north by the village limit of Mahawitikele, F. V. P. 1,568; on the east by the village limit of Wattegedara, F. V. P. 1,572; on the south by lot 24 in F. V. P. 1,573; on the west by lots 24, 39, 42, and 43 in F. V. P. 1,573 (exclusive of lot 41 in F. V. P. 1,573).

BY HIS EXCELLENCY THE GOVERNOR.

J 1128/28

## A PROCLAMATION.

H. J. STANLEY.

**W**HEREAS by the 5th section of the Prisons Ordinance, No. 16 of 1877, as amended by section 1 of Ordinance No. 24 of 1890, it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, to establish any prison for this Island or for any part thereof:

And whereas it is expedient to establish a prison at Chilaw:

Now know Ye that We, the Governor, with the advice of the Executive Council, in exercise of the powers vested in Us aforesaid, do by this Our Proclamation establish the Remand Jail and the Police cells at Chilaw as a prison at Chilaw aforesaid, for the reception of prisoners of every description committed or remanded under the authority of the several courts of the Island for the period of the Chilaw Sessions of the Supreme Court of the Island of Ceylon, which begin on or about Monday, August 20, 1928.

Colombo, August 17, 1928.

By His Excellency's command,

GOD SAVE THE KING.

A. G. M. FLETCHER,  
Colonial Secretary.

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

No. 301 of 1928.

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

Mr. A. KANAPATHIPILLAI, Chief Clerk, Ratnapura Kacheheri, to act as Extra Office Assistant to the Government Agent, Province of Sabaragamuwa, from August 17, 1928, during the absence of Mr. J. M. DE SILVA, or until the resumption of duties by that officer.

Mr. G. N. FARQUHAR to be, in addition to his own duties, Additional District Judge, Mullaitivu, on August 21 and 22, 1928.

The Hon. Mr. N. J. MARTIN to act as District Judge for the Districts of Chilaw and Puttalam; Additional Commissioner of Requests, Chilaw; and Additional Police Magistrate for the Districts of Chilaw and Puttalam, from August 16 to 18, 1928, inclusive, during the absence of Mr. M. A. ARULANANDAN, or until the resumption of duties by that officer.

Mr. R. S. TENNEKON to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala

from August 11 to 16, 1928, inclusive, during the absence of Mr. D. C. B. GUNAWARDENE, or until the resumption of duties by that officer.

Mr. T. M. FERNANDO to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. J. N. ARUMUGAM, on August 15 and 16, 1928, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Ratnapura, during the absence of Mr. W. SANSONE, on August 15 and 16, 1928, or until the resumption of duties by that officer.

Mr. N. I. LEE to act as Police Magistrate, Kandy; Additional Commissioner of Requests, Kandy; Municipal Magistrate, Kandy; and Additional District Judge, Kandy, from August 17 to 19, 1928, inclusive, during the absence of Mr. R. Y. DANIEL, or until the resumption of duties by that officer.

Mr. G. S. SURAWERERA to be Additional Police Magistrate, Kegalla, on August 20, 1928.

Mr. H. TONKS to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, *vice* Mr. E. V. LONG, resigned.

Mr. B. DE Q. PENNY to be a Justice of the Peace and Unofficial Police Magistrate for the District of Galle, during the absence of Mr. D. F. DURHAM from the Island.

Mr. H. B. DANIELL to be a Justice of the Peace and Unofficial Police Magistrate for the District of Badulla, during the absence of Mr. J. W. HYDE from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, August 13, 1928. Colonial Secretary.

No. 302 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize CAV. GINO SCARPA as Italian Consul at Colombo.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, August 14, 1928. Colonial Secretary.

No. 303 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Messrs. M. A. ARUMANANDAN and J. N. ARUMUGAM to be, in addition to their own duties, Superintendent and Assistant Superintendent of the Prison at Chilaw, respectively, during the period of the Supreme Court Sessions at Chilaw which commence on August 20, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, August 14, 1928. Colonial Secretary.

No. 304 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 5 of "The Rubber Restriction Ordinance, No. 24 of 1922," to appoint

Mr. H. F. PARFITT to be the representative of the Ceylon Estates Proprietary Association on the Rubber Restriction Board, *vice* Mr. C. H. FIGG.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, August 14, 1928. Colonial Secretary.

No. 305 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VEERAKATHIPPILLY SAMUEL SUPPIRAMANIAM of Chavakachcheri to be a Notary Public throughout Valikamam North division of Jaffna District, with residence and office at Kankasanturai and an additional office at Veemankamam, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, August 13, 1928. Colonial Secretary.

No. 306 of 1928.

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

By His Excellency's command,

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

No. 307 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CAITAN FERNANDO KURUKULASURIYA of Matara to be a Notary Public throughout Beligal korale of Kegalla District, with residence and office at Nelundeniya and an additional office at Warakapola, and to practise as such in the Sinhalese language.

By His Excellency's command,

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

## GOVERNMENT NOTIFICATIONS.

A MEETING of the Legislative Council will be held at the Council Chamber, Colombo, on Thursday, August 23, 1928, at 10.30 A.M.

Colonial Secretary's Office,  
Colombo, August 13, 1928.

By His Excellency's command,

W. D. BATTERSHILL,  
Clerk to the Legislative Council.

"THE REVENUE COLLECTION ORDINANCE, 1925"

U 116/26

REGULATION made by the Governor in Council under section 5 (1) of the Revenue Collection Ordinance, 1925, for the area comprised within the administrative limits of the Local Board of Badulla.

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

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

### REGULATION.

The revenue required or authorized to be paid on licences issued by the Local Board of Badulla, under the provisions of (a) "The Motor Car Ordinance, 1927," (b) "The Vehicles Ordinance, No. 4 of 1916," and (c) "The Butchers' Ordinance, 1893," shall be paid or collected in money.

## "THE HABITUAL CRIMINALS AND LICENSED CONVICTS ORDINANCE, No. 32 OF 1914."

J 340/28

**R**ULE made by the Governor in Executive Council under section 4 of the above-named Ordinance.

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

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

## RULE.

Rule 16 of the rules regulating the treatment of habitual criminals undergoing sentences of preventive detention published in *Government Gazette* No. 6,726 of July 9, 1915, as amended by Notifications dated December 22, 1917, and November 24, 1922, published in *Government Gazettes* Nos. 6,918 and 7,298 of January 4, 1918, and November 24, 1922, respectively, is hereby further amended so as to read as follows:—

16. Persons undergoing preventive detention shall, until further orders, be confined in Bogambara Prison, Kandy, or Welikada Prison, Colombo.

## "THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, No. 3 OF 1912."

Z 144/28

*An Order in Council for the Purpose of giving Validity to certain Registrations of Deaths in the Mannar District of the Northern Province.*

**W**HEREAS the registrations specified in the first column of the schedule hereto annexed relative to certain deaths in the Mannar District of the Northern Province are invalidated by reason of the mistake set forth in the second column of the schedule:

And whereas no other means are by law provided by which the said registrations may be validated:

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," and with the advice of the Executive Council, has been pleased to direct and order as follows:—

That the said registrations be as valid and effectual for all purposes as if the said mistake had not occurred.

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

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

## SCHEDULE.

I.

Registration entries No. 4,680 made on May 6, 1928, and No. 4,681 made on May 9, 1928, by Dr. R. G. Perera in the Register of Deaths of the Mannar town division.

II.

These deaths were registered by Dr. R. G. Perera before he was duly appointed to act for the Registrar of Births and Deaths of Mannar town.

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

U 240/28

**I**T is hereby notified that the Jaffna Urban District Council has, in terms of the above Ordinance, imposed, with the approval of the Governor in Executive Council, for the year 1929; the following rate within the administrative limits of the Jaffna Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A rate of seven and a half per centum per annum payable on March 31, on June 30, on September 30, and on December 31, for the quarter ending on the said days, respectively, on the annual value of all immovable property.

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

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

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

X 140/28

**H**IS Excellency the Governor has been pleased in terms of Rule 2 (c) of Excise Notification No. 85, as amended by Excise Notification No. 136, to nominate Dr. K. T. Nath, Inspecting Medical Officer, Province of Uva, to be a Member of the Excise Advisory Committee for the Bandarawela Local Board area for the remainder of the current year ending September 30, 1928, vice Dr. C. Sivasithamparam, resigned.

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

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

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

K 736/28

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

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, August 17, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

- (i.) Lot 25 in final village plan No. 1,405.  
Name of Land : Minipitiniya.  
Situation : Danwila village in Kiniyama korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province.  
Boundaries : North and east by lot 24D in final village plan No. 1,405 ; south by a road ; and west by the village limit of Wirapokuna (final village plan No. 1,406).  
Extent : 2 roods and 8 perches.
- (ii.) Lots 1F and 1I in final village plan No. 205.  
Name of land : Wewalangapitiya and Pitiyagala.  
Situation : Pallegedara village in Meddeketiya korale in Katugampola hatpattu of the District of Kurunegala, North-Western Province.  
Boundaries : North by lot 1B in final village plan No. 205 ; east by lots 2 and 3 and bund in final village plan No. 205 ; south by lot 3 in final village plan No. 205 ; west by lot 1A I, 1A, and 1E in final village plan No. 205.  
Extent : 1 acre 3 roods and 7 perches.

## "THE MOTOR CAR ORDINANCE, 1927."

J 92/28

REGULATION made by the Governor in Council under section 1 (b) of the Motor Car Ordinance, 1927.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## REGULATION.

The operation of section 4 of the Motor Car Ordinance, 1927, is suspended until December 31, 1928, only, so far as it relates to the overhang of motor omnibuses and motor lorries which were licensed in 1927.

## "THE MOTOR CAR ORDINANCE, 1927."

U 203/28

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

**R**EGULATIONS 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) Oris Hill road.

**NOTICES CALLING FOR TENDERS.**

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

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

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

4. Tenders should be marked “Tender for Diets, Hospital,” in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on September 4, 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 14, 1928.

*Schedule referred to.*

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions without milk to the following institutions:—		
Anuradhapura Hospital ..	300	600
Jaffna Hospital ..	300	600

**T**ENDERS are invited for the purchase of all timber and firewood standing or fallen within the 2-chain reservation on the north-west of the Kurundugahahetekma-Batapola road and to a total length of 47 chains (approximately 10 acres in extent): all the undergrowth and debris within the said 2-chain reservation is to be cleared and burnt and the area is to be handed over to the Forest Department on or before October 31, 1928. The exact boundary of the area will be pointed out by the Plantation Overseer, Yakkatuwa, or the Reafforestation Range Officer, Karadeniya.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Divisional Forest Officer, Southern Division (West), Galle.

3. Tenders should either be deposited in the tender box in the Divisional Forest Office, Galle or be sent through the post.

4. Tenders should be marked "Tender for the Purchase of Timber and Firewood, Southern Division (West)," in the left hand top corner of the envelope, and should reach the Divisional Forest Office not later than midday on Tuesday, August 28, 1928.

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

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered or fail to furnish approved security within 10 days of receiving notice in writing from the Divisional Forest Officer, Southern Division (West), 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. The Divisional Forest Officer reserves to himself the right, without question, of rejecting any or all tenders.

8. A single offer of not less than Rs. 200 should be made for the purchase of the material in clause 1 above and be written both in words and in figures.

9. The successful tenderer will be required to execute a purchase agreement, and before doing so he will be required (a) to pay the full purchase amount, (b) to deposit a cash security of Rs. 50 for efficient and punctual fulfilment of the agreement.

10. For any further information application should be made to the Divisional Forest Officer, Southern Division (West), Galle.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, August 13, 1928.

**T**ENDERS are hereby invited for the under-mentioned supplies of firewood to the Jaffna Depôt during 1928-29. The work is to commence within one week of intimation of acceptance of tender. Details of work and the area of exploitation are given in the schedule below.

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 of the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Supply of Firewood to Jaffna Depôt, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, September 11, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialed, otherwise the tender may be treated as informal and rejected.

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

7. 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. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of ten per cent. of the value of the work may be required of the contractor when entering into the bond.

9. A rate per ton of firewood must be quoted, both in words and figures.

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

11. The Governemnt reserves to itself the right, without question, of rejecting any or all the tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

12. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing.

13. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on



the list of Crown defaulting contractors, or any other person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. Tenderers before tendering should inspect the area of operation as shown in the schedule and forward a statement to that effect to the Divisional Forest Officer, Northern Division, Jaffna, when applying for tender forms.

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Northern Division, Jaffna.

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

In the case of persons who have carried out contracts with the Forest Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

#### GENERAL CONDITIONS.

(a) The firewood shall be in lengths of 3 feet to 5 feet and not less than 2 inches in diameter. Straight and sound poles or logs should be cut into the longest available lengths and not cut up into billets.

(b) Any tree pointed out by a Forest Officer, as one to be felled for firewood, shall, without question, be felled, and any tree pointed out or marked by a Forest Officer, as not to be felled, shall not be felled or injured.

(c) Felling will not be permitted in more than two coupes at a time. Fellings will not be permitted in the third coupe before the first is completed and so on. The contractor shall not commence fellings in a fresh coupe without the written permission of the Range Forest Officer, Jaffna.

(d) Felling must proceed steadily and systematically in one direction straight across the area, every tree, except those marked and numbered, being cut, and area stripped clean of all firewood. If for any reason it is considered desirable by the Divisional Forest Officer, that only such trees as are stamped or marked by a Forest Officer in any coupe, shall only be felled, the contractor shall fell no tree which has not been so stamped or marked in such coupe.

(e) The contractor will be responsible for the safety of the firewood stacked on the seashore, in the forest, and in transit, until delivered to the Depôt-keeper, Jaffna.

(f) The contractor may be required at times to increase supplies should the depôt requirements necessitate, and at times also decrease supplies, but the average output will be as described in the schedule.

(g) It must be clearly understood that for failure to deliver monthly supplies as required, a penalty of Rs. 2 for every ton short is liable to be levied.

(h) Payments will be made by the Divisional Forest Officer, Jaffna, for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper, Jaffna, showing the amount of firewood delivered.

(i) Firewood, if so required, should be weighed and delivered along the parapet wall of the reclamation grounds adjoining the Forest Department Depôt or along the Jaffna Customs beach. For such firewood a rate of 25 cents per ton will be deducted from the accepted contract rate, while making payment.

(j) No boat loaded with firewood shall leave the shore without obtaining a permit from the Forest Officer stationed here. For every breach of this rule the contractor is liable to be fined a sum not exceeding Rs. 10.

(k) Failure on the part of the contractor to carry out the work efficiently and maintain deliveries as specified above shall render him liable to have his contract closed and to be fined a sum which will not exceed the sum deposited by him as security.

#### SCHEDULE.

##### Service "A"—Kiranchi Area.

(a) To fell every tree 6 inches from the ground, excepting those numbered and marked by a Forest Officer, within a block of forest 125 acres in extent, demarcated by cut lines 25 chains by 10 chains; and bounded on the north by private land belonging to villagers of Kiranchi, south, east, and west by cut lines, or in extension of this block if necessary.

(b) To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area, so as to yield 4,500 tons of firewood, more or less, with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to the Jaffna Customs according to the rule governing the monthly deliveries of the supply which will be insisted upon the contractor as essential and binding and penalties imposed without question for short deliveries.

(c) The contractor should commence deliveries within two weeks of the notice of acceptance of tender. The deliveries are to be made as follows:—

500 tons by November 15, 1928.

500 tons between November 15, 1928, and December 15, 1928.

700 tons between December 15, 1928, and January 31, 1929.

700 tons in February, 1929.

700 tons in March, 1929.

700 tons in April, 1929.

700 tons in May, 1929.

(d) The contractor will be required to weigh and stack the firewood in the Jaffna Depôt in such a manner as the Depôt-keeper may direct.

(e) Distance of transport by cart to seashore is up to 2 miles, and by boats to the Jaffna Depôt 30 miles.

(f) Payments will be made by the Divisional Forest Officer, Northern Division, Jaffna, for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper showing the amount of firewood delivered at the accepted tendered rate.

(g) The contract will be closed on May 15, 1929, and the final delivery during this month should be completed before the date of expiry.

##### Service "B"—Mandakalar Area.

(a) To fell every tree 6 inches from the ground, excepting those numbered and marked by a Forest Officer, within a block of forest 1,000 acres in extent, demarcated by cut line 10 chains by 10 chains; and bounded on the north by road to Palavi, south by cut line from the 5th milepost, east by Pooneryn-Mannar cart road, and west by road to Palavi, or in extension of this block if necessary. Distance of transport by cart to seashore is up to 3 miles, and by boat to the Jaffna Depôt 20 miles.

(b) To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area, so as to yield 4,500 tons of firewood, more or less with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to the Jaffna Customs according to the rule governing the monthly deliveries of the supply which will be insisted upon the contractor as essential and binding, and penalties imposed without question for short deliveries.

(c) The contractor should commence deliveries within two weeks of the notice of acceptance of tender. The deliveries are to be made as follows:—

300 tons by November 16, 1928.

500 tons between November 15, 1928, and December 15, 1928.

600 tons between December 15, 1928, and January 31, 1929.

800 tons in February, 1929.

800 tons in March, 1929.

800 tons in April, 1929, and balance

700 tons by May 15, 1929.

(d) The contractor will be required to weigh and stack the firewood in the Jaffna Depôt in such a manner as the Depôt-keeper may direct.

(e) The contract will be closed on May 15, 1929, and the final delivery during this month should be completed before the date of expiry.

(f) Payments will be made to the contractor by the Divisional Forest Officer, Northern Division, Jaffna, for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper showing the amount of firewood delivered at the accepted rate.

*Service "C"—Veddukadu Pallikuda.*

(a) To fell every tree six inches from the ground excepting those numbered and marked by a Forest Officer within a block of forest 2,700 acres in extent; and bounded on the north by private land, south by road to Palavi, east Pooneryn-Mannar road, and the west by sea. The area is not demarcated into blocks. Distance of transport by cart to seashore is up to 2 miles and by boats to the Jaffna Depôt 18 miles.

(b) To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area, so as to yield 1,000 tons of firewood, more or less, with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to the Jaffna Customs according to the rule governing the monthly deliveries of the supply which will be insisted upon the contractor as essential and binding, and penalties imposed without question for short deliveries.

(c) The contractor should commence deliveries within two weeks of the notice of acceptance of tender. The deliveries are to be made as follows:—

- 100 tons by November 15, 1928;
- 100 tons between November 15, 1928, and December 15, 1928.
- 150 tons between December 15, 1928, and January 31, 1929.
- 200 tons in February, 1929.
- 200 tons in March, 1929.
- 200 tons in April, 1929, and balance
- 50 tons by May 15, 1929.

(d) The contractor will be required to weigh and deliver the firewood stacked in such a manner as the Depôt-keeper may direct.

(e) The contract will be closed on May 15, 1929, and the final delivery during this month should be completed before the date of expiry.

(f) Payments will be made to the contractor by the Divisional Forest Officer, Northern Division, Jaffna, for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper showing the amount of firewood delivered at the accepted tendered rate.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, August 13, 1928.

**SEALED** tenders, marked on the envelopes "Tender for Weighing and Transporting Salt for Purchasers" will be received by the Assistant Government Agent, Puttalam, up to 12 noon on September 1, 1928, from persons willing to contract.

For the service of weighing, transporting, and delivering such salt as the Assistant Government Agent desires to be weighed and delivered to carts at the Salt Storage Platform, Eastern Saltern, Puttalam, and to boats at the Puttalam Jetty, during the period October 1, 1928, to September 30, 1929.

Tenderers will note the following requirements:—

1. Tenderers should specify the rate for 1,000 cwt.—
- (a) For weighing, transporting, and delivering salt to carts at the Salt Storage Platform, Eastern Saltern, Puttalam.
- (b) For weighing and transporting salt from the Storage Platform, Eastern Saltern, and delivering same into boats at the Puttalam Jetty.
- (c) For transporting and delivering salt to carts at the Storage Platform, Eastern Saltern, Puttalam (exclusive of the charges for weighing).

(d) For transporting salt from the Storage Platform, Eastern Saltern, and delivering same into boats at the Puttalam Jetty (exclusive of the charges for weighing).

2. They should be prepared to weigh and transport 1,500 cwt. daily, employing a sufficient number of coolies and carts for this purpose.

3. Each tenderer must deposit a sum of Rupees Fifty (Rs. 50) in any Kachcheri before tendering. No tender will receive any consideration where no such deposit has been made. The deposit will be forfeited to Government if the tenderer is not prepared to enter into contract, or is unable to furnish certified security in Rupees One thousand (Rs. 1,000), for the due fulfilment of the contract. Unforfeited deposit will be returned to the tenderer.

4. Each tenderer must name an address in Puttalam where all letters or notices may be served on or left for him.

5. A letter signed by two responsible persons, whose addresses must be given, engaging to become surety for the due fulfilment of the contract, should accompany the tender.

6. Every alteration in the tender should be initialled by the tenderer.

7. A duplicate of tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time that he forwards the original to the Assistant Government Agent, Puttalam.

8. The tenderers should be at hand at the Kachcheri, on the day of opening of tenders, so that they or any of them, may be spoken to if it is found necessary to do so.

9. Government reserves to itself the right, without question, of rejecting any or all tenders.

10. The tender of any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person will not be accepted. The tenderer shall neither issue a power of attorney to any person, nor employ him if the name of such person is on the list of defaulting contractors; nor any other person to whom the Assistant Government Agent, Puttalam, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

11. Contracts may not be assigned or sublet without the authority of the Assistant Government Agent, Puttalam.

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

13. Further particulars can be obtained from the Salt Superintendent, Puttalam.

C. B. P. PERERA,  
for Assistant Government Agent.

The Kachcheri,  
Puttalam, August 9, 1928.

**SEALED** tenders, marked on the envelopes "Tender for removing Salt during the Fish-curing Season from October 15, 1928, to April 30, 1929, from the Storage Platform, Eastern Saltern, Puttalam, and Weighing and Storing in the Store at Udappu" will be received by the Assistant Government Agent of Puttalam up to 12 noon on September 1, 1928.

Tenderers are requested to observe the following conditions:—

- (a) Money deposit of Rs. 20 to be made in any Kachcheri before September 1, 1928, to be forfeited if the tenderer fails, on his tender being accepted, to enter into a contract within a reasonable time.
- (b) Duplicate of tender to be forwarded by post, to the Hon. the Controller of Revenue at the time at which the tenderer forwards the original to the Assistant Government Agent, Puttalam.

(c) Tenderer to name an address in Puttalam for delivery of any notices.

(d) Tenderers are requested to state the rate of hire for each cwt. of salt to be taken from Puttalam to Udappu.

For further particulars apply to the Puttalam Kachcheri.

C. B. P. PERERA,  
The Kachcheri, for Assistant Government Agent,  
Puttalam, August 9, 1928.

## SALE OF UNSERVICEABLE ARTICLES, &amp;c.

THE following unclaimed articles will be sold by public auction at the Railway premises at Maradana, at 2 P.M., on Wednesday, August 29, 1928:—

Lot No.	Description	Lot No.	Description
1	1 gold half-hunter watch	66	1 jak wood lounge
2	1 motor watch	67	2 camp beds
3	1 lot gilt bangles and necklace	68	1 lot baby's cot and chair (wooden)
4	1 lot gilt brooches and imitation pearl necklace	69	1 lot chairs
5	1 silver cigarette case marked A	70	1 lot iron and wooden bed parts
6	1 do. B	71	1 lot bundles fibre
7	2 pairs gold rimmed spectacles	72	1 lot sandals, boots, and shoes
8	1 pair gold rimmed spectacles	73	1 lot hats
9	3 pairs 1 tortoise shell and 2 ordinary spectacles	74	1 bundle clothes marked A
10	1 lot sun glasses	75	1 do. B
11	1 lot empty spectacles cases and 1 packet tea	76	1 do. C
12	2 electric torch lights	77	1 motor bicycle
13	1 stethoscope, medical measuring glasses, &c.	78	1 side car
14	1 rubber hot water bottle in flannel case	79	1 coir matting, new
15	1 lot ladies' hand bags and purses.	80	1 package tea
16	1 lot hair and bent combs	81	1 lot bag thana seeds, &c.
17	1 lot smoking pipes	82	1 bundle shooks
18	1 lot paint and mathematical instrument boxes, folding measure, and fountain pen	83	1 lot motor and machine parts
19	1 lot electric bulbs (small) and wireless inductance coils, &c.	84	1 lot Buddhist priests' begging bowls and bundles robes
20	1 lot 1 cigarette case, tin cigarette tobacco, cigarette holder, soap box, shaving brush, tooth brush, and tooth paste	85	1 lot mats
21	1 Jaffanese silk turbans	86	1 lot pillows
22	1 lot belts and penknives	87	1 lot empty bags
23	1 lot silk handkerchiefs, 1 tin toilet powder, and powder puff	88	1 lot baskets, &c.
24	1 lot collars and new pairs slippers, &c.	89	1 lot empty return cases and boxes
25	1 lot Kalutara bags (small) new	90	1 lot zinc sheets
26	1 leather strapped case containing music books, &c.	91	1 lot hoop iron and wire netting
27	1 steel trunk with contents	92	1 lot angle and hoop iron
28	1 suit case with contents marked A	93	1 lot pipes and iron parts, &c.
29	1 do. B	94	1 barrel cement
30	1 do. C	95	1 lot keys and nails
31	1 do. D	96	1 lot drums, &c.
32	1 do. E	97	1 lot kerosine oil tins (empty)
33	1 do. F	98	1 barrel engine oil
34	1 do. G	99	1 lot empty barrels
35	1 lot small bottles with lozengers	100	1 package hide
36	1 lot tinned food, &c.	101	1 lot planks and boards, &c.
37	1 lot thermos flasks	102	1 lot packages cement moulds
38	1 lot hurricane lamps	103	1 stove
39	1 lot hanging lamp complete, 1 table lamp, 1 wall lamp, part hanging lamp frames, &c.	104	1 lot cases cigars and tobacco
40	2 rickshaw lamps	105	1 lot 2 bags arecanuts
41	1 lot plates, cups and saucers, and tea jug	106	1 lot old papers, &c.
42	1 lot basin and enamel plates	107	1 lot Sinhalese booklets and pamphlets
43	1 lot 1 bicycle stand and motor inflator	108	1 lot Sinhalese and Tamil books
44	1 lot glass jars	109	1 lot school books (English)
45	1 lot tin kettle, betel holder, and copper tray	110	1 lot empty bottles
46	1 lot aluminium and brass drinking vessels	111	1 lot native medicinal bottles, &c.
47	1 lot buckets and brass spittoons	112	1 lot iron bars and plates
48	1 lot framed pictures	113	1 raincoat marked A1
49	1 tennis racquet, 1 pair riding boots, and small football	114	1 do. A2
50	1 lot motor tyre and tube	115	1 do. A3
51	1 package ropes	116	1 do. A4
52	1 copper pot	117	1 do. A5
53	1 lot kitchen utensils	118	1 do. A6
54	1 lot motor parts, &c.	119	1 do. A7
55	1 lot garden and estate tools	120	1 do. A8
56	1 lot carpenters' tools	121	1 do. A9
57	1 push bicycle	122	1 do. A10
58	1 lot deer horns	123	1 do. A11
59	1 lot bags forage	124	1 do. A12
60	1 lot bags manure	125	1 rain cape
61	1 lot coir mattresses	126	lot 2 rain capes (large)
62	1 lot artificial flowers	127	1 lot 2 rain capes (boys')
63	1 cane settee	128	1 overcoat marked B1
64	1 cane lounge	129	1 do. B2
65	1 cane round back chair	130	1 lot 6 umbrellas marked C1
		131	1 do. C2
		132	1 do. C3
		133	1 do. C4
		134	1 do. C5
		135	1 do. C6
		136	1 do. C7
		137	1 do. C8
		138	1 do. C9
		139	1 do. C10
		140	1 do. C11

Lot No.	Description	Marked
141 .. 1 lot 6 umbrellas	marked	C12
142 .. 1 do.		C13
143 .. 1 do.		C14
144 .. 1 do.		C15
145 .. 1 do.		C16
146 .. 1 do.		C17
147 .. 1 do.		C18
148 .. 1 do.		C19
149 .. 1 lot 2 ladies' umbrellas	marked	D1
150 .. 1 do.		D2
151 .. 1 do.		D3
152 .. 1 do.		D4
153 .. 1 lot 6 ladies' umbrellas	marked	E1
154 .. 1 do.		E2
155 .. 1 lot 5 Burmese umbrellas		
156 .. 1 lot 3 walking sticks	marked	F1
157 .. 1 do.		F2
158 .. 1 do.		F3
159 .. 1 do.		F4
160 .. 1 do.		F5
161 .. 1 do.		F6
162 .. 1 do.		F7
163 .. 1 do.		F8
164 .. 1 do.		F9
165 .. 1 do.		F10
166 .. 1 lot logs ordinary		
167 .. 1 lot 12 satin wood logs (dimensions as follows):—		
	1 log 20 ft.	2 logs 9 ft.
	2 logs 17 ft.	1 log 12 ft.
	1 log 15 ft. 6 in.	2 logs 8 ft.
	2 logs 15 ft.	1 log 10 ft.

General-Manager's Office,  
Colombo, August 8, 1928.

W. C. DAVEY,  
for General-Manager.

THE following confiscated and unclaimed articles will be sold by public auction, on Monday, the 20th instant at 12.30 P.M., at the Court premises:—

Case No.	Description of Article.
4,577 ..	1 knife
4,600 ..	1 small cloth bag
P. R. 10 ..	1 pruning knife
4,599 ..	1 padlock, 1 hook, 1 iron screw, 1 bunch of keys
P. R. 1 ..	1 piece of old cumbilly, 1 piece of old shawl
4,590 ..	1 bunch keys
4,695 ..	1 clasp knife
3,721 ..	2 trousers, 2 banians, 1 cloth, a cap
4,736 ..	1 knife
4,773 ..	1 box, stick, looking glass, 1 case soap
4,869 ..	1 sickle
4,881 ..	1 knife
4,882 ..	1 iron rod
P. R. 23 ..	1 rain coat
4,952 ..	1 gunny bag, 1 lamp, 1 candle
4,954 ..	1 clasp knife
4,914 ..	8 marbles
5,009 ..	13 pieces of planks
4,894 ..	2 mal du, 1 kundalam, 1 silver ring, 4 pieces silver
5,159 ..	1 funnel, 24 empty bottles, 3 bottles, 1 funnel
5,073 ..	1 clasp knife
5,125 ..	1 black umbrella
P. R. 4 ..	1 umbrella, 1 pair sandals, 1 fez cap, 1 leather belt, 1 penknife, 1 pipe, 1½ sticks tobacco, 1 ring
5,240 ..	1 pruning knife, 1 jacket
5,188 ..	1 piece of cloth, 1 banian, 1 stick
5,107 ..	2 empty bottles, 1 funnel
P. R. 5 ..	motor cycle foot rest
5,365 ..	1 wooden box, 1 tin box with key, 1 padlock with key, 1 white shawl, 1 black old sarong
5,367 ..	1 pruning knife, 1 stick
5,291 ..	1 gunny bag, 1 tin lamp
5,374 ..	25 bottles, a car maneto, piece of steel

Case No.	Description of Article.
5,448 ..	1 piece lead, 1 pouch, some tamil printed papers
5,406 ..	1 tin lamp
P. R. Hatton ..	1 bunch keys, 3 gold rings, 1 gold ring.
5,486 ..	1 tin lamp
P. R. 9 ..	4 jackets, 1 chintz cloth, 1 old shawl, 1 pillow case, 2 pieces kambayas
5,395 ..	1 rice pounder
2,690 ..	1 cigarette case, 1 fountain pen, 1 wrist watch, 1 pipe, 3 studs, 1 piece soap, 1 razor, 1 whistle, 2 silk handkerchiefs
5,528 ..	2 tin lamps, 2 gunny bags
5,516 ..	1 gunny bag
5,517 ..	1 old mat, 2 tin lamps
5,618 ..	1 clasp knife
5,731 ..	do.
5,743 ..	1 gunny bag, 1 lamp
5,742 ..	1 gunny bag
5,767 ..	padlock, empty tin
5,826 ..	1 knife, 2 hooks
5,766 ..	1 stick, 1 cumbilly
Inq. 791 ..	1 vetti cloth
5,878 ..	1 chisel, 1 white coat and shirt, 1 white-vetti, 1 shirt
P. R. A. ..	1 knife, 1 padlock
5,907 ..	1 tray, 1 cup, 1 plank
5,069 ..	1 cloth, 1 banian
5,919 ..	1 tin board, 1 knife
5,985 ..	1 mat, 1 lamp, 1 gunny bag, 1 sarong, 2 towels
5,987 ..	1 white banian
6,030 ..	12 measures rice
P. R. 12 ..	1 bowl
P. R. 87 ..	1 white coat, 1 black tie, 1 white collar, 1 mat book, 2 white handkerchiefs, 54 2-cent stamps
6,082 ..	1 nail, 1 stick
6,083 ..	1 coir rope, 1 tin
4,567 ..	1 watch
6,084 ..	1 knife
6,053 ..	1 vetti
6,089 ..	1 plug, 1 zinc tin, 1 kerosine oil tin, 1 wire, 1 lamp
P. R. 9 ..	1 pipe
6,062 ..	1 pruning knife, 1 cloth
6,111 ..	2 cumbillies, 2 tin lamps
Petn. 538 ..	1 roll Japan risks, 1 piece tussore, 1 piece khaki, 3 Cannanore cloths, 1 Cannanore coat, 1 piece Cannanore, 1 piece tussore, 3 pieces of white cloth, 1 Cannanore piece, 1 chintz cloth, 1 striped shirting, 1 silk jacket, 1 piece embroidered cloth, 1 Cannanore cloth, 2 pieces crepe cloth, 1 piece white cloth, 1 striped tie, 1 piece of red cloth, 1 piece striped shirting, 1 piece of white shirting, 3 pieces of Cannanore cloth, 4 pieces shirting, 6 chintz cloth, 8 pieces white cloth, 20 pieces of various cloths, 1 gown, 2 trousers (1 small and 1 large), 2 coats, 1½ yards cloth
D. M. O's ..	reports 73 .. 3 bangles, 3 rings
Do. 78 ..	1 ring
Petn. 289 ..	3 wooden boxes and small pieces of cloth
6,154 ..	2 bags empty bottles
6,452 ..	53 lbs. of tea

Police Court,  
Hatton, August 4, 1928.

C. F. INGLEDOW,  
Police Magistrate.

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

## 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.

- (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
-------------------------------------	-----

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
--	-------

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

43. *The Directors may accept Surrender of Shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon, a surrender of the shares of Shareholders who may be desirous 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 nett 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. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by the Chairman, or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

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

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

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

86. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney 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 appointer is a corporation, under the common seal, or under the hand of some attorney of such corporation duly authorized in writing in that behalf.

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

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

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

*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 \_\_\_\_\_, 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; Ahmath 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 Craigmores Estates.*—The Directors shall have power to purchase or otherwise acquire as on and from July 1, 1928, the said Deensland and Craigmores 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 Craigmores 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 affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of 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 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 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:

[Second 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, &amp;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:—

#### *Walchandwala 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 Walahanduwa, 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, artisans, labourers, and other servants, for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons, as they may think proper and advisable, and without assigning any cause for so doing.

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 aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

R. J. HARTLEY, Colombo.

LIONEL BRAY, Colombo.

H. S. WAKE, Colombo.

P. P. ABEYWARDENE, 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:

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.
  - (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
  - (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
  - (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits, or union of interests or any other 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 .. .. .	<u>Seven</u>

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 Biddescar Rubber Company, Limited.**

NOTICE is hereby given that the Third Annual Ordinary General Meeting of Shareholders will be held at the registered offices of the Company, Gaffoor building, Main street, Colombo, on Saturday, August 25, 1928, at 7.30 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 Auditors.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,  
Colombo, August 17, 1928. Agents and Secretaries.

**Walker & Greig, Limited.**

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of Shareholders of this Company will be held at the registered office, Wavertree House, Vauxhall street, Colombo, on Saturday, August 25, 1928, at 11 o'clock in the morning, for the following purposes:—

- (1) To receive the Directors' report and accounts of the Company made up to May 31, 1928.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors for the ensuing year.
- (5) To transact any other business that may be duly brought before the Meeting.

By order of the Board,

F. H. BOWREY,  
Colombo, August 15, 1928. Secretary.

**Peradeniya (Ceylon) Chocolate Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Peradeniya (Ceylon) Chocolate Co., Ltd., will be held at the registered office of the Company (The Chocolate Factory), Peradeniya, at 11 o'clock in the forenoon on Monday, August 27, 1928, for the purpose of considering the present financial position and to decide on the future policy of the Company.

By order of the Board,

D. J. BERENGER,  
Peradeniya, August 9, 1928. Secretary.

**The Warakande (Ceylon) Estates Company, Limited.**

NOTICE is hereby given that the First Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, August 25, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the six months ended 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 10, 1928. Agents and Secretaries.

**The Theresia Estates Company, Limited.**

NOTICE is hereby given that the Ninth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, the National Mutual building, Chatham street, Fort, Colombo, on Friday, August 31, 1928, at 11.30 A.M.

*Business.*

1. To receive the Directors' report and accounts for the twelve months ended June 30, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year, and for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from August 24 to 31, 1928, both days inclusive.)

By order of the Directors,

SKRINE & Co.,  
Colombo, August 17, 1928. Agents and Secretaries.

**The Galheeria Estate Company, Limited.**

NOTICE is hereby given that the Ninth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, the National Mutual building, Chatham street, Fort, Colombo, on Friday, August 31, 1928, at 12 noon.

*Business.*

1. To receive the Directors' report and accounts for the twelve months ended June 30, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year, and for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from August 24 to 31, 1928, both days inclusive.)

By order of the Directors,

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

**The Albion Tea Estates Company, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Fort, Colombo, on Friday, August 31, 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 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 17, 1928. Agents and Secretaries.

**Auction Sale.**

In the District Court of Colombo.

*Splendid Opportunity for Capitalists.*

Theodore Keertsz Cannon of Colpetty, Colombo.. Plaintiff.

No. 28,360. Vs.

(1) Ana Rona Soona Suppiah Chetty of Wolfendahl street, Colombo, and (2) N. Kandasamy of Colombo, assignee of the insolvent estate of the 1st defendant..... Defendants.

**A**UCTION sale of all that suitable oil mill, desiccator, oil engine by Crossley Bros., boiler, engine house, and the erections and buildings known as Elhathan Mills, standing on the land called Meegahawatta, and the adjoining lands forming one property, containing in extent about 3 roods and 31 60/100 perches, and situated at Galwetiya in Wattala.

The situation of the property is very satisfactory for mills as it has the advantage of Kelani river as one boundary.

*Under Mortgage Decree.*

By virtue of the commission issued to me in the above case for the recovery of Rs. 31,700, with interest and costs due to the plaintiff by 2nd defendant as assignee of the 1st defendant, I shall sell by public auction on Friday, September 7, 1928, at 4.30 P.M., at the spot, the above premises with the mills, &c.

Immediately after the above sale, I shall also put up for sale a second hand motor car, a lorry, 32 iron barrels, one lot wooden barrels, one lot firewood, and office furniture, &c., forming part and parcel of the said mills.

For further particulars apply to M. R. Akbar, Esq., Proctor and Notary, Dam street, Colombo, or to me—

8, Hulftsdorp street, Colombo  
Phone: 1357.

H. D. JOHN PEIRIS,  
Auctioneer and Broker.

**Auction Sale.**

*Properties at Pohonoruwa, Ambana, and Kosetadeniya, in the District of Negombo.*

**U**NDER decree in case No. 2,439, D. C., Negombo, entered in favour of the plaintiff, K. N. K. R. M. Narayana Pulle of Negombo, against the defendant, Grames Edward Kulasekera of Indipatapa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,530, with interest on Rs. 1,000 at 24 per cent. per annum from May 28, 1928, till June 12, 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. 2,615 dated November 13, 1925, and attested by P. D. F. de Croos, Notary, by public auction at the respective spots on Monday, September 10, 1928, to wit:—

At 2.30 P.M.

1. An undivided 5/16 shares from and out of the field called Higgahakumbura, situate at Pohonoruwa, in Udu-kaha pattu of Hapitigam korale, in the District of Negombo, Western Province; which said field is in extent about 4 parras of paddy sowing ground.

At 3 P.M.

2. The field called Siyambalagahakumbura, situate at Ambana, in Yatigaha pattu of Hapitigam korale aforesaid; containing in extent about 12 kurunies of paddy sowing ground.

At 4 P.M.

3. An undivided 1/2 share of the land called Deegala-kanda, situate at Kosetadeniya, in Yatigaha pattu aforesaid; which said land is in extent 4 acres and 7 perches.

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

M. P. KURERA & Co.,  
Auctioneer.

Negombo, August 13, 1928.

**Auction Sale.**

*Property at Kolinjadiya in the District of Chilaw.*

**U**NDER decree in case No. 2,254, D. C., Negombo, entered in favour of the plaintiff, K. N. A. V. Narayanan Chetty by his attorney Kana Rupa Muthiah Pulle of Negombo, against the defendants—(1) Gamamedaliyanage Isabelhamy, and her husband (2) Sirimanna Aratchige Marthelis Dariju Appuhamy, (3) Hettiaratchige Dona Agneshamy and her husband (4) Ditta Don Silvestri, Appuhamy all of Kolinjadiya, (5) Ditta Dona Marihamy and her husband (6) Mellawatanrige Steven Perera Appuhamy, both of Amampolva—and by virtue of the order to sell issued to us for the recovery of the amount therein stated we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 8,746 dated December 2, 1927, and attested by D. J. Jayawardena, Notary, by public auction at the spot at 4 P.M., on Wednesday, September 12, 1928, to wit:—

An undivided 1/7 share together with a portion in extent 16 yards in length from east to west and 16 yards in breadth from south to north, from and out of all the land called Kosgahawatta situate at Kolinjadiya in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 1 acre and the caddy thatched house and other buildings and plantations standing thereon.

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

M. P. KURERA & Co.,  
Auctioneers.

Negombo, August 13, 1928.

**Auction Sale under Mortgage Decree.**

**B**Y virtue of order to sell issued on me from the District Court of Galle, for the recovery of the sum of Rs. 5,000, with further interest and costs from Arsamarakala Aggie Nona and husband W. Hermenigil Silva of Welikadamulla in Galle District, the defendants, being the amount due to I. L. M. Mahamood of Alufgama the plaintiff in case No. 24,981, D. C., Galle, I shall put up for sale by public auction the under-mentioned property, on Saturday, September 8, 1928, at 2.30 P.M., at the office of Messrs. Wijeyemanne & Mardun Ismail, Proctors, Kalutara, viz:—

All that defined 1/2 portion marked letter "C" of the extent of 19 acres 2 roods and 26 67 perches of the land called Kalugala-nona Udumule, situate at Amugoda in Bentota-Walaha-witi korale in the District of Galle; together with all the plantations and buildings standing thereon.

Further particulars from Messrs. Wijeyemanne & Ismail, Proctors, Kalutara, or—

MANUEL FERNANDO,  
Auctioneer.

Kalutara, August 10, 1928.

**Public Auction under Testamentary Order.**

In the District Court of Galle.

Testamentary In the Matter of the Intestate Estate and Effects of Dewa Uparis alias Upaneris de Silva of Seenigama in Hikkaduwa, deceased.

Disentuwahandy Pinhamy of Seenigama .. Petitioner and Administratrix.

Vs.

(1) Dewa Jasennona of Seenigama and 8 others ..... Respondents.

**U**NDER order entered in the above case and by virtue of a commission issued to me from the District Court of Galle, I shall offer for sale by public auction on September 3, 1928, commencing at 2 P.M., at the residence

of the administratrix at Seenigama, the following deeds belonging, *inter alia*, to the estate of the deceased above-named to wit:—

(1)	Usufructuary mortgage bond No. 9,401 for Rs. 20 (half only)	Rs. 10	c. 0
(2)	Do. No. 27,701 for	40	0
(3)	Do. No. 27,012 for Rs. 400; partly paid Rs. 90 (half only of balance)	155	0
(4)	Do. No. 28,110 for	40	0
(5)	Do. No. 21,483 for	100	0
(6)	Do. No. 27,962 for	25	0
(7)	Do. No. 16,737 for Rs. 200 (half only)	100	0
(8)	Do. No. 29,299 for	170	0
(9)	Assignment of usufructuary mortgage bond No. 19,101 for	255	0
(10)	Do. No. 25,929 for	200	0
(11)	Mortgage bond No. 27,544 (interest at 18 per cent. from April 18, 1921) for	160	0
(12)	The unexpired term (11 years and 5 months) of lease No. 490 for 100 fruit bearing coconut trees for	537	26
Total		1,792	26

The above deeds in terms of the Court order, will be put up for sale first among the heirs of the estate starting at the face value of each, and if they or any one of them fail to buy them 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 read out at the sale. Descriptive lists of the above documents are available.

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

P. W. GEORGE DE SILVA,  
Ambalangoda, August 17, 1928. Commissioner.

#### Auction Sale under Partition Decree, D. C., Galle, Case No. 24,151.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, September 29, 1928, at 2.30 P.M., at the spot:—

All that allotment of land called *Degahawatta alias* Dodangahawatta, with everything thereon, situated at Maha Ambalangoda, in the Wellaboda pattu of the Galle District; and bounded on the north by Gamdaha-atawatta, east by Migelwadugederawatta, south by Aruma-

wadugederawatta and Daluwattegederawatta, and on the west by Pathiragewatta; containing in extent 1 rood and 37 perches.

The said land will be sold in 5 blocks—1, 2, 3, 4, and 5 (5 90/100 perches, 13 74/100 perches, 16 68/100 perches, 13 24/100 perches, 27 34/100 perches, respectively) as per plan of survey of No. 635A, made by Mr. H. B. Gunawardena, Surveyor, Galle, and filed of record, first among the co-owners at the appraised value thereof, and if not bid over and purchased by anyone of them, such will immediately thereof be put up for sale among the public in terms of the Partition Ordinance, No. 19, of 1863.

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

K. T. THOS. SILVA,  
Ambalangoda, August, 1928. Commissioner.

#### Auction Sale.

In the District Court of Kurunegala.

Richard Clarence de Silva of Kurunegala . . . . . Plaintiff.  
No. 12,270. Vs.

(1) Dissanayaka Mudiyansele Herathamy, (2) ditto Appuhamy, (3) ditto Hetuhamy, all of Gantiriyawa in Walgampattu korale . . . . . Defendants.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein I shall sell by public auction the following property herein below declared bound and executable under the said decree on Thursday, September 13, 1928, commencing at 2.30 P.M., on the first land herein below:—

1. An undivided  $\frac{1}{2}$  share of all that land called Makullapitiyaiswetiyeena of about 15 lahas kurakkan sowing extent, situated at Gantiriyawa in Walgampattu korale.

2. All that land called and known as Medapillewa of about 3 seers kurakkan sowing extent, situated at Gantiriyawa aforesaid.

3. All that field called and known as Webodakumbura of 2 pelas paddy sowing extent, and its adjoining high land called and known as Nagahamulawatta of about 2 lahas kurakkan sowing extent, both forming one contiguous allotment of land, situated at Gantiriyawa aforesaid.

"Belle Vue,"  
August 14, 1928.

MAURICE FERNANDO,  
Auctioneer and Broker.

#### APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

We hereby give notice that we have on August 8, 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.

Name and address of applicant: M. E. Othman & Sons, 113, 113A, 4th Cross street, Pettah, Colombo.

Description of licence or licences applied for: Sale of medicated wines and similar preparations.

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: 113 and 113A, 4th Cross street, Pettah, Colombo.

M. E. OTHMAN & SONS.

I hereby give notice that I have on August 6, 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.

Name and address of applicant: A. P. Casie Chitty, "Trslyn," Jampettah street.

Description of licence or licences applied for: Restaurant and 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: 116, Ja-ela.

A. P. CASIE CHITTY.

I hereby give notice that I have on July 19, 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 :—

Schedule referred to.

Name and address of the applicant : K. K. N. M. Abram Saibo & Co.

Description of licence or licences applied for : For the sale of medicated wines.

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

Situation of premises : 219A, Colombo street, Kandy.

August 4, 1928. K. K. N. M. ABRAM SAIBO & Co.

செ. முகமது சிப்பரூமே

I hereby give notice that I have on July 19, 1928, applied to the Government Agent, Southern 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 referred to

Name and address of applicant T. A. M. Fernando, Ambalangoda.

Description of licence or licences applied for : A foreign retail "off" liquor licence.

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

Situation of premises to be licensed : No. 1, Boutique near Police Station, in Elpitiya, in Bentara-Walallawiti korale, in Galle District.

T. A. M. FERNANDO.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Eastern Province.

REVISED Specification showing lands found to be capable of irrigation by Naulla Tank, the names of proprietors, and the contributions payable in respect of each land. All previous specifications, including the one published in *Government Gazette* No. 7,369 of January 11, 1924, are hereby cancelled.

Lands which have to pay a Maintenance Rate of Rs. 2.80 per Acre per Annum for Five Years from January 1, 1928, to December 31, 1932, inclusive. (This Rate must be reassessed for 1933.) The Rate is, however, reduced to Rs. 2 per Acre per Annum, Government having accepted the recommendation contained in paragraph 5 of the Report of the Irrigation Rates Committee (Sessional Paper XXV. of 1926) that the Maximum Rate for Lands in the Dry Zone is to be reduced to Rs. 2 per Acre per Annum for Ten Years (vide the Hon. the Colonial Secretary's letter No. I 13/26 of April 22, 1927, to the Hon. the Controller of Revenue.) The reduced Rate will be charged from 1928.

No.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Charge for Maintenance.		Area exempted.		Amount exempted.		No. and Date of Letter authorizing Total Exemption, and Amount of Exemption granted.	
				Rs.	c.	A.	R.	P.	Rs.	c.	Rs.
1	Kuruvimoolai	A. S. Dharmaretnam of Akkarai-pattu	15 0 0	30	0	—	—	—	—	—	30 0
2	Do.	do.	15 0 0	30	0	—	—	—	—	—	30 0
3	Do.	M. A. Zain Kariapper of Pulyantivu	15 0 0	30	0	—	—	—	—	—	30 0
4	Do.	K. Ponney of Pottuvil	15 0 0	30	0	—	—	—	—	—	30 0
5	Navalarveli	A. S. Dharmaretnam of Akkarai-pattu	114 0 0	228	0	—	—	—	—	—	228 0
6	Do.	Mudaliar K. V. Marcandan of Pulyantivu	13 2 5 $\frac{1}{2}$	27	7	—	—	—	—	—	27 7
7	Do.	V. K. Sinnappillai of Pottuvil	6 2 5 $\frac{1}{2}$	13	7	—	—	—	—	—	13 7
8	Do.	K. Muhaiyadeenbawa of Pottuvil	6 2 5 $\frac{1}{2}$	13	7	—	—	—	—	—	13 7
9	Do.	A. S. Dharmaretnam of Akkarai-pattu	6 2 5 $\frac{1}{2}$	13	7	—	—	—	—	—	13 7
10	Do.	K. Ponney of Pottuvil	6 2 5 $\frac{1}{2}$	13	7	—	—	—	—	—	13 7
11	Do.	M. Thangi of Pottuvil	6 2 5 $\frac{1}{2}$	13	7	—	—	—	—	—	13 7
12	Do.	M. Sellan, M. Seeney, M. Kannachy, M. Sunderam, and M. Thankam, all of Pottuvil	3 2 5 $\frac{1}{2}$	7	7	—	—	—	—	—	7 7
13	Do.	P. Dharmai of Pottuvil	1 2 0	3	0	—	—	—	—	—	3 0
14	Do.	S. Velakamayan of Pottuvil	3 0 0	6	0	—	—	—	—	—	6 0
15	Do.	S. V. Sinnatamby of Pottuvil	3 0 0	6	0	—	—	—	—	—	6 0
16	Do.	P. Dharmai of Pottuvil	4 2 0	9	0	—	—	—	—	—	9 0
17	Do.	P. Adamlevvai of Akkarai-pattu	13 0 0	26	0	—	—	—	—	—	26 0
18	Do.	S. Meeralevvai of Pottuvil	3 1 0	6.50	—	—	—	—	—	—	6 50
19	Do.	P. Mootatamby and Veeran, both of Pottuvil	0 3 0	1	50	—	—	—	—	—	1 50
20	Do.	P. Palan of Pottuvil	0 3 0	1	50	—	—	—	—	—	1 50
21	Do.	M. Maniki of Pottuvil	1 2 0	3	0	—	—	—	—	—	3 0
Total in specification			255 0 0	509	99					509 99	

The Kachcheri, Batticaloa, July 3, 1928.

R. M. M. WORSLEY, Government Agent.



## MISCELLANEOUS DEPARTMENTAL NOTICES.

NOTICE is hereby given that the under-mentioned goods, which have been lying at B 1, B 2, and B 14 warehouses beyond the time allowed by law, will be sold by public auction on Tuesday, September 11, 1928, at 1 P.M., unless previously cleared. All goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff.

## B 1 WAREHOUSE.

Importer.	No. and Date of Entry.	Ship.	Marks and Nos.	Description of Packages and Nos.
Ceylon Wharfage Co.	1,255 of April 13, 1926	.. ss. Matiana	.. 02312 and W L F around	1 case brushes
Do.	.. 1,538 of February 13, 1926	ss. Birkenfells	.. S & ML upon \$ 1215 and \$898	2 cases perfumery
Do.	.. 3,878 of December 31, 1925	ss. Resaldar	.. Capt.V. Dela M. Hurst care of W. Pedris	17 cases wine brandy, preserves and cigarettes
J. Costa	.. 3,260 of January 26, 1926.	ss. Camaranh	.. J. Costa 54/46	.. 25 cases quarts brandy 10 cases pints brandy

## B 14 WAREHOUSE.

John Vincent & Co.	3,566 of January 28, 1926.	ss. Clan Mackenzie	.. M. A. R.	.. 4 cases liquor Special whisky 9 cases Second to None whisky
S. T. Kanagasaby	.. 1,249 of March 11, 1926.	ss. Oxfordshire	.. S & Co. upon CM 51/65 — B 26/40	15 cases stout pints 15 cases stout quarts
A. P. Casie Chetty	4,871 of February 30, 1926	ss. Aden	.. A P upon C	.. 25 cases brandy litre
John Vincent & Co.	1,591 of May 12, 1926	.. ss. Coblenz	.. M A R	.. 7 cases Look Out Schnapps quarts

## B 2 WAREHOUSE.

Ceylon Wharfage Co.	2,332 of June 22 1925	.. ss. Coblenz	.. C S A Co.	.. 1 case Eau de Cologne
M. A. Rasiah	.. 1,170 of August 13, 1925..	ss. Warwickshire	.. J F upon F & Co.	.. 2 cases empty
Do.	.. 1,169 of August 13, 1925..	ss. Dorsetshire	.. J F upon F & Co.	.. 1 case empty
Do.	.. 1,171 of August 13 1925..	ss. Oxfordshire	.. J F C	.. 1 case quarts Stanbs brandy
Ceylon Wharfage Co.	42 of September 1, 1925	ss. Gamaria	.. Gammon	.. 2 packages machinery
Joseph Costa Bros.	82 of February 1, 1926	ss. Leicestershire	.. J C & B	.. 8 cases Gold Label *** Brandy
	410 of March 3, 1926	.. ss. Madura	.. J. C & B	.. 65 cases brandy
	3,455 of March 24, 1926..	ss. Dongala	.. 02390 and W L F S around	1 case paint samples
Ceylon Wharfage Co.	2,421 of May 20, 1926	.. ss. Schndyk	.. K S 253 —261— —247— 437	10 cases pocket knives

H. M. Customs,  
Colombo, August 11, 1928.

A. N. STRONG,  
for Principal Collector.

## Bandarawela Little Flower Girls' English School.

NOTICE is hereby given that the above school situated in Bandarawela, Badulla District of the Province of Uva, under the management of Rev. Fr. D. J. Caspersz, has been registered as a grant-in-aid school, with effect from July, 1927.

Education Office,  
Colombo, August 10, 1928.

L. MACRAE,  
Director of Education.

## Hewavitarne Boys' School of Dyeing.

NOTICE is hereby given that the above school, situated at Peliyagoda, Alutkuru korale south, Colombo District of the Western Province, under the management of Dr. C. A. Hewavitarne, has been registered as a grant-in-aid school, with effect from June, 1927.

Education Office,  
Colombo, August 17, 1928.

L. MACRAE,  
Director of Education.

## J/Velanai East (Saraswathy) Anglo-Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Hon. Mr. S. Rajaratnam for grant in aid of the above school which is situated at Velanai East, Islands Division, Jaffna District of the Northern Province. Observations will be received not later than September 17, 1928.

Education Office,  
Colombo, August 17, 1928.

L. MACRAE,  
Director of Education.

## Koddady (Namasivaya) Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. C. S. K. Kandiah Chetty for grant in aid of the above school, which is situated at Koddady, Jaffna District of the Northern Province. Observations will be received not later than September 17, 1928.

Education Office,  
Colombo, August 17, 1928.

L. MACRAE,  
Director of Education.

## Kg/Paranagama Vernacular Mixed School.

NOTICE is hereby given that Paranagama Vernacular Mixed School, situated in Kegalla District of the Province of Sabaragamuwa, under the management of Rev. T. Indajoti, has been registered as a grant-in-aid school with effect from July, 1927.

Education Office,  
Colombo, August 10, 1928.

L. MACRAE,  
Director of Education.

## Change of Management.

NOTICE is hereby given that the Hon. Mr. D. S. Senanayake has been appointed Manager of the school mentioned below, in place of the Hon. Mr. D. B. Jayatilake.

School referred to.

Visakha Vidyalaya, Colombo.

Office of the Director of Education,  
Colombo, August 10, 1928.

L. MACRAE,  
Director of Education.

**Change of Management.**

**N**OTICE is hereby given that Mr. J. P. Barber, St. Michael's Day School, Polwatta, Colombo, has been appointed Manager of the school mentioned below.

*School referred to.*

C/Polwatta St. Michael's English School.

L. MACRAE,

Director of Education.

Office of the Director of Education,  
Colombo, August 10, 1928.

**Change of Management.**

**N**OTICE is hereby given that Rev. C. B. Gogerly, Wesleyan Mission, Katunayaka, has been appointed Manager of the school mentioned below, in place of Rev. S. G. Mendis.

*School referred to.*

Katunayaka Wesleyan Mission Boys' English School.

Office of the Director of Education, L. MACRAE,  
Colombo, August 10, 1928. Director of Education.

**Interruption to Traffic on Main Roads.**

PROVINCE OF UVA.

*Koslanda District.*

**I**T is hereby notified that owing to the damaged condition of the bridge on the 33rd mile of the Wellawaya-Tanamalwila road, the gross weight and speed of vehicles over the bridge will be restricted to 3 tons and 4 miles per hour respectively, until further notice.

Public Works Office, W. J. THORNHILL,  
Colombo, August 14, 1928. for Director of Public Works.

**Loss of Firearms.**

NUWARA ELIYA DISTRICT.

Description: 22-rim fire revolver by H. & R. bearing No. 450722 on barrel.

Name of owner: Timothy de Silva, Proctor, Chatigraha bungalow, Moon Plains, Nuwara Eliya.

Licence No. 40444, Nuwara Eliya.

Reported to have been lost from the bungalow or stolen by person or persons unknown.

C. C. WOOLLEY,

The Kachcheri, Assistant Government Agent.  
Nuwara Eliya, August 7, 1928.

KURUNEGALA DISTRICT.

A single-barrelled breach-loading gun bearing No. 12707, barrel owned by D. M. Herathamy of Nawinna in Dewamedhi hatpattu, Kurunegala District, reported to have been lost on or about August 8, 1928.

The Kachcheri, W. ABEYAWARDANE,  
Kurunegala, August 13, 1928. for Government Agent.

**Sale of Bulls.**

**N**OTICE is hereby given that two Indian bulls, one white and one brown, belonging to Government, will be sold by public auction, at the Public Works Department Store, Saunders' place, Pettah, Colombo, at 8.30 A.M. on Thursday, August 30, 1928.

The animals can be seen on the premises.

Public Works Office, S. MANICKAVASAGAR,  
Colombo, August 13, 1928. for Director of Public Works.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 1A, situated at Prince's Gate, 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 29, 1928.

CHAS. W. PATE,  
Municipal Veterinary Surgeon.

The Municipal Office,  
Colombo, August 13, 1928.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 195, situated at Grandpass road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from July 29, 1928.

CHAS. W. PATE,  
Municipal Veterinary Surgeon.

The Municipal Office,  
Colombo, August 13, 1928.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 3, situated at Armour 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 4, 1928.

CHAS. W. PATE,  
Municipal Veterinary Surgeon.

The Municipal Office,  
Colombo, August 13, 1928.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 31, situated at St. Sebastian lane, 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 1, 1928.

CHAS. W. PATE,  
Municipal Veterinary Surgeon.

The Municipal Office,  
Colombo, August 13, 1928.

**Rinderpest.**

**N**OTICE is hereby given that the area declared infected at Welikada in Colombo Mudaliyar's division of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1923, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 7, 1928. for Government Agent.

**Rinderpest.**

**N**OTICE is hereby given that the area declared infected at Welikada in Colombo Mudaliyar's division of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1923, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 7, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Welikada in Colombo Mudaliyar's division of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 3, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, August 9, 1928.

R. J. PEREIRA,  
for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Welikada in Colombo Mudaliyar's division of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 3, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, August 9, 1928.

R. J. PEREIRA,  
for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in 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 big culvert at Badahellawatta, south by Gansabhawa road to Kelaniya Railway Station, east by tract of field, west by Colombo to Negombo road up to Gansabhawa road.

This declaration shall take effect from the date hereof.

August 3, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out on Millagahawatta at Matagoda, 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 late Jimie Rodrigo, south by land of M. Anthoni Appu, east by Gansabhawa road from Hendala to Matagoda, west by lands of late Pedrick Alwis and late Gabriel Alwis.

This declaration shall take effect from the date hereof.

August 7, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out on Walawwewatta at Peliyagoda, 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. K. Alponso, south by land of Haramanis Appu, east by Kandy road, west by Kelani river.

This declaration shall take effect from the date thereof.

August 8, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out on Godapogahawatta at Ekala, 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 P. Don Baronehi Appuhami, south by Halwakkada-ela, east by cart road to Minuwangoda, west by land of N. Manuwel Perera.

This declaration shall take effect from the date hereof.

August 8, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Rinderpest.**

WHEREAS suspected rinderpest has broken out on Gorakagahawatta at Makewita 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 live fence of land of K. Jamis Alwis, south by field, east by live fence of land of S. Luwis Appu and others, west by Hakura Dalupota.

This declaration shall take effect from the date hereof.

August 8, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at Wellampitiya, in Ambatalen pahala of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kittanpahuwa-ela, south by Colombo-Avissawella high road, east by Kittanpahuwa-ela and bridge, west by Potuwila-ela.

This declaration shall take effect from the date hereof.

August 7, 1928.

D. E. WIJESSEKERE,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at Wellampitiya, in Ambatalen pahala of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kittanpahuwa-ela, south by Colombo-Avissawella high road, east by Kittanpahuwa-ela and bridge, west by Potuwila-ela.

This declaration shall take effect from the date hereof.

August 8, 1928.

FELIX A. KARUNARATNE,  
Acting Mudaliyar of Colombo.

**Rinderpest.**

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

The area is bounded on the north by Henagedarawatta, south by road leading to Madiwala and Talawatugoda, east by Village Committee road to Pita Kotte burial ground, west by fields.

This declaration shall take effect from the date hereof.

August 9, 1928.

FELIX A. KARUNARATNE,  
Chief Headman.

**Rinderpest.**

**W**HEREAS suspected rinderpest has broken out at Welikada 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, south east, and west by land belonging to B. J. Perera.

This declaration shall take effect from the date hereof.

August 10, 1928.

FELIX A. KARUNARATNE,  
Chief Headman.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at Pahala Karagahamuna 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 village boundary of Narigama, south by fields at Karagahamuna, east by water-course and fields, west by fields at Kurukulawa and Kannangara-agare.

This declaration shall take effect from the date hereof.

August 7, 1928.

MAURICE PERERA,  
Chief Headman.

**Rinderpest.**

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

The area is bounded on the north by Sapugahamulle-kumbura, south by road leading to Ratnapura, east by Maha-ela, west by a portion of this same land.

This declaration shall take effect from the date hereof.

August 9, 1928.

G. W. DE FONSEKA,  
Chief Headman.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at Pelakekunagodella in Mulleriyawa North in Adikari 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 Kelani river between Ambatale bridge and Kelanimulla, south by Colombo-Avissawella road between 7th mile post and Ambatale bridge, east by Kelani river at Ambatale bridge, west by Kelanimulla.

This declaration shall take effect from the date hereof.

August 6, 1928.

A. E. ABHAYARATNE,  
Chief Headman.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at Wekada in the Panadure Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the field and cart road at Pinwala, east by Ambagaslangakumbura, south by Eluwilakumbura, and west by the Panadure Urban District Council limits, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from August 13, 1928.

EDMUND PEIRIS,  
Mudaliyar of Panadure and Kalutara Totamunes.  
August 13, 1928.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at Alubumulla in the Panadure Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Delgahawatta and Dawatagahavovita, east by the Batadombatuduwa cart road, south and west by the cart road leading to Aruggoda, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from August 13, 1928.

EDMUND PEIRIS,  
Mudaliyar of Panadure and Kalutara Totamunes.  
August 13, 1928.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at Mahawila in the Panadure Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the cart road from Mahawila to Dewawila, east by Mahawila Wela, south by the Panadure-Nambapana Public Works Department road, and west by the road from Mahawila to Dewawila, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from August 13, 1928.

EDMUND PEIRIS,  
Mudaliyar of Panadure and Kalutara Totamunes.  
August 13, 1928.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by Dandugam-oya, south by land of Don Juwanis Jayasinghe, east by field, west by dewata road.

This declaration shall take effect from the date hereof.

August 8, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by land of K. Kathirina Anthoni, south by land of Raimanis Rodrigo, east by land of Nissanga Jordi Fernando, west by land of Nissanga Migel Fernando.

This declaration shall take effect from the date hereof.

August 8, 1928.

B. CHAS. COORAY,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Kosgahawatta at Wewala, 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. 2 of 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 Juwan Peiris and others, south by dewata road, east by ditto, west by a portion of the above land.

This declaration shall take effect from the date hereof.

August 9, 1928.

P. CHAS. COORAY,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Lunumidellagahawatta at Wewala 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:—

The area is bounded on the north by field, south and east by a portion of above land, and west by land of Dona Barbarahamy.

This declaration shall take effect from the date hereof.

P. CHAS. COORAY,  
Mudaliyar, Alutkuru Korale South.

August 9, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Attidiya, 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 a portion of the same land, west by high road.

This declaration shall take effect from the date hereof.

August 6, 1928. D. E. WIJESSEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Attidiya, 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 Delgahawatta, south by Village Committee road, east by high road, west by a portion of the same land.

This declaration shall take effect from the date hereof.

August 6, 1928. D. E. WIJESSEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kandana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 10, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kandana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 20, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 10, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kandana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo August 10, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kandana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 10, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kandana in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 20, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, August 10, 1928. for Government Agent.

**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 C. H. de Soysa, south by a land belonging to J. W. E. Mendis, east by a land belonging to C. H. de Soysa, west by a land belonging to H. W. A. Mendis.

This declaration shall take effect from the date hereof.

August 4, 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 road to Laxapathiya, south by a land belonging to Laxapathiya Police Vidane, east by a land belonging to Ginasena, west by a land belonging to Ginasena.

This declaration shall take effect from the date hereof.

August 4 1928. G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Keenadeniya 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 Tennagama, south by ditto Botale-Pahalagama, east by ditto Talagama, west by ditto Pirisyala.

This declaration shall take effect from the date hereof.

August 3, 1928. A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Katana West 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 Negombo-Giriulla road, east by dewata path, west by Village Committee road.

This declaration shall take effect from the date hereof.

August 6, 1928. C. H. A. SAMARAKODY,  
Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Urulewatta in Asgiri Pallesiya 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 limit of Galagama, south by the limit of Ambanpola village and Muwa-ketugala, east by the Yatawatte-Kurunegala road and Nickagolle-oya, west by the limit of Kabaragala and Yatawatte-Kurunegala road.

This declaration shall take effect from the date hereof.

August 9, 1928. WALTER A. UDUGAMA,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Madhu Church in the Mantai Division of the Mannar District, Northern Province: It is hereby declared that the area bounded on the north by Crown jungle and the Madhu-Palampiddi road, east by the Crown jungle, Madhu-Vavuniya road, and the jungle below Chonakukulam, south by the Maruthamadhu tank, and west by the Public Works Department road from Madhu road junction to Madhu Church, District Road Committee road from Adampan to Madhu and Crown jungle, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

The declaration is to take effect from August 11, 1928.

The Kachcheri, L. D. C. HUGHES,  
Mannar, August 11, 1928. Assistant Government Agent.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out in the Mannar Island Division of the Mannar District, Northern Province: It is hereby declared that the area bounded on the north by seashore, south by seashore, west by a line running from the Pesalai Customs past the 10th milestone on Mannar-Pesalai road on to Villam-paruku and the southern seashore, and on the east by a

line from Usimukkan to 2nd milestone on Mannar Pesalai road along cooly shed road to Keeri and the south coast, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from July 13, 1928.

The Kachcheri, L. D. C. HUGHES,  
Mannar, August 13, 1928. Assistant Government Agent.

**Foot Disease.**

**NOTICE** is hereby given that the area declared infected at Badabedda and Narangamuwa in 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 disease, and are no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, W. ABEYAWARDANE,  
Kurunegala, August 10, 1928. for Government Agent.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth disease has broken out at Diganpataha in Inamalawa 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 Palugasapataha, south by Anukkan-ela, east by the stone fence, west by the 53rd milepost, Trincomalee road.

This declaration shall take effect from the date hereof.

August 7, 1928. T. B. ELLEPOLA,  
Chief Headman.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth diseases has broken out at Bellan-oya in Inamalawa 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 Maha Kibisse-ela, south by Lenawa-oya, east by the Diagilma of Bellan-oya tank, west by Tammanna-ela.

This declaration shall take effect from the date hereof.

August 7, 1928. T. B. ELLEPOLA,  
Chief Headman.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth disease has broken out at Palutawa in Inamalawa 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 Mugunamal-ela, south by Galgoda, east by Wankanda, west by the Diagilma of Bellan-oya tank.

This declaration shall take effect from the date hereof.

August 7, 1928. T. B. ELLEPOLA,  
Chief Headman.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth disease has broken out at Kibissa in Inamalawa 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 Galgoda, south Mahakibisse-ela, east by Kiriwel Hinna, west by Potane Wan-ela.

This declaration shall take effect from the date hereof.

T. B. ELLEPOLA,  
Chief Headman.

August 7, 1928.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Ratmalagaha-ela in Wagapanaha Pallesiya pattu, 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 Gansabhawa road to Eraula, south by Galkeragolle-ela, east by Crown forest, west by Tammanna-ela.

This declaration shall take effect from the date hereof.

T. B. ELLEPOLA,  
Chief Headman.

August 7, 1928.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Gurubebila Wasama in Ambanganga korale of Matale East in the District of Matale of the Central Province : It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923 :—

The area bounded on the north by Pinkumbure-ela, east by Pussela Wasama, west by Sudu-ganga, and south by Katukitulemuduna.

This declaration is to take effect from this date.

L. B. HULANGAMUWA,  
Ratemahatmaya, Matale East.

August 11, 1928.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out among cattle in the village of Paleuruwa in Chinnachcheddikulam division in Vavuniya South, Sinhalese division, in Mullaattivu District of the 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 :—

#### Boundaries.

North : Village limits of Payarikulam and Pattirakalikulam.

East : Forest boundary.

South : A line from boundary to Pumaduwa tank.

West : Village limits of Pumaduwa.

S. M. K. MADUKANDA,  
Ratemahatmaya, Vavuniya South.

August 7, 1928.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the areas declared infected at Wariyapola, Nelliya, and Pano palatas in Dewamedhi 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 29, and July 6 and 20, respectively, are free from hoof-and-mouth disease, and are no longer infected areas.

This declaration is take effect from this date.

The Kachcheri, W. ABEYAWARDANE,  
Kurunegala, August 10, 1928. for Government Agent.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Waraddana and Akade palatas in Weuda korale of Weudawili hatpattu, in 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., whole of Weuda korale.

The area is bounded on the north by the korale boundary of Hewawisse korale, south by the boundary between North-Western Province and Central Province, east by the korale boundary of Madure korale, west by the korale boundary of Gandahe korale.

This declaration shall take effect from the date hereof.

T. B. MADAWALA,  
Ratemahatmaya, Weudawili Hatpattu.

August 6, 1928.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Minneriya tulana No. 71 of Sinhala pattuwa in Tamankaduwa District of the North-Central Province : I, Donald Charles de Silva, Revenue Officer of Tamankaduwa District, do hereby declare under sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the Minneriya tulana No. 71, within the following boundaries is an infected area :—

#### Boundaries.

North by the Railway line from Minneriya to Hatamune, east by the boundary of Giritale tulana No. 70, west by the boundary of Moragaswewa tulana No. 68, south by the Konduruwakanda.

This declaration will take effect from the date hereof.

D. C. DE SILVA,  
Revenue Officer, Tamankaduwa.

August 11, 1928.

#### Areas declared no longer infected.

NOTICE is hereby given that the following area declared infected under section 5, (1) and (2), of Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette*, is now free from disease, and is no longer infected area :—

Korale.	Pattu.	Wasama.	Date of Proclamation.
Kukul korale	.. Palle pattu	.. Galatura	.. May 15, 1928.

The Kachcheri, J. M. DE SILVA,  
Ratnapura, August 13, 1928. for Government Agent.

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

### Closing Hour of Arrack Taverns in Chilaw.

IT is hereby notified for general information that the closing hour of No. 6, Jetty street, arrack tavern, and No. 7, Dhobies quarters arrack tavern in Chilaw District is 7 P.M. and not 8 P.M. as erroneously published in the Supplement to the *Government Gazette* No. 7,656 of July 27, 1928.

Colombo, August 8, 1928.

G. S. WODEMAN,  
Excise Commissioner.

## MUNICIPAL COUNCIL NOTICES.

### List of Auctioneers and Brokers Licences issued during the Month of July, 1928.

Date.	No.	Name and Address.
July 5, 1928 ..	94 ..	B. J. Cooray, Siri Pela, Cotta.
Do. ..	95 ..	C. R. Thambiah, 4, Andival Street
July 9, 1928 ..	96 ..	M. G. Rodrigo, 7, Norris avenue, Maradana

Town Hall,  
Colombo, August 10, 1928.

G. H. N. SAUNDERS,  
Municipal Treasurer.

### MUNICIPALITY OF KANDY.

**The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on June 16, 1928, at 8:30 a.m., in accordance with the Notice dated June 12, 1928.**

*Present* :—Mr. R. H. Whitehorn, Chairman; Mr. J. C. Ratwatte; Dr. G. P. Hay; Mr. S. A. Wijayatilaka; Dr. F. Keyt; and Mr. A. V. Perera.

1. The Minutes of Proceedings of the Meeting held on May 19, 1928, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1927 to May 31, 1928, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for May.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of May.
- (e) The reservoir reading for May.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83, of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during May.

4. Petitions :—(1) Mr. Wijayatilake presented a petition from the traders in the Public Market *re* the cleaning of the Public Market. It was agreed to refer the petition to the Standing Committee on Markets.

(2) Mr. Perera presented a petition from S. M. Abdul Majeed *re* the transfer of the licence of mutton stall No. 78, and fish stall No. 67. He was informed that the matter was coming up for consideration before the Standing Committee on "Markets."

5. Correspondence :—(1) Letter No. H 1093/27 of May 16, 1928, from the Hon. the Colonial Secretary regarding batta to Government employees in Kandy, on Plague duty.—Read.

(2) Letter No. W 156/28 of June 1, 1928, from the Hon. the Colonial Secretary sanctioning the expenditure of a sum of Rs. 100 by the Municipal Council, as a contribution towards the King's Birthday celebrations in Kandy.—Read.

(3) Letter No. W 148/28 of June 6, 1928, from the Hon. the Colonial Secretary sanctioning the expenditure of a sum of Rs. 2,700 on the upkeep of the Central Town Free Library for the year, 1928.—Read.

(4) Letter No. W 317/27 of June 6, 1928, from the Hon. the Colonial Secretary to the Chairman, Engineer Employers Federation on the subject of Municipal trading for the information of the Chairman.—Read.

(5) Letter No. 096/7 of June 7, 1928, from the Colonial Treasurer *re* the assessment of the Railway.—Read.

6. Pursuant to notice Mr. A. V. Perera asked—(1) Is the Chairman aware that the Insurance Companies have raised their Fire Insurance rates for Kandy, after the recent fire? (2) Will the Chairman please state what progress he has made as regards his investigations, for the establishment of efficient methods of fighting fire in Kandy? (3) When does the Chairman expect to lay concrete proposals before this Council for the formation of an efficient fire fighting unit.

The Chairman replied as follows :—(1) I was not aware of this? (2) I have recommended obtaining the services of the Superintendent of the Colombo Fire Brigade to advise us generally on the subject of fire prevention measures in Kandy. This recommendation will come before the Council to-day? (3) I hope to do so after receiving the report of the Superintendent if Council approves the proposal.

7. Pursuant to notice Mr. Wijayatilake asked :—When does the Chairman propose taking in hand the improvement of the road leading to the Mulgampola cemetery?

The Chairman replied as follows :—This work is not included in the current estimates. I will go into the question and place the matter before Council in due course.

8. Pursuant to notice Mr. Wijayatilake moved—That a Sub-Committee of this Council be appointed to consider the desirability of opening a road through Deyannawela and Huduhumpola to run almost parallel to the Railway line and to connect the Hospital road to the Augusta estate road near Getembe. Mr. Ratwatte seconded.

Resolved that the Chairman do correspond with the Public Works Department on the subject and bring the matter up at a later stage.



9. Papers *re* the taxation of paddy fields.

Resolved that the Chairman do make further inquiries from other local bodies as to the desirability of exempting paddy lands from taxation.

## 10. Report of the Special Committee appointed to investigate the charges against the Municipal Electrical Engineer.

The Chairman moved the Council into Committee.

The Chairman moved that the report of the Special Committee be adopted.—Mr. Ratwatte seconded—Carried, Mr. Perera dissenting.

The Council resumed and the resolution passed in Committee was adopted, Mr. Perera dissenting.

Mr. Wijayatilake also moved that a summary of the report so as to include the suggestions made for the improvement of the Department be prepared by the Chairman and communicated to the press.—Dr. Hay seconded.

Mr. Perera moved as an amendment that the whole report with full proceedings including his dissent and Messrs. de Silva's and Ismail's observations be published.

The amendment fell through for want of a seconder.

The original motion was then put to the meeting and carried, Mr. Perera dissenting.

## 11. To sanction the purchase of a plot of land near the 69th mile post on the Peradeniya road for erection of electric transformer.

Resolved that the purchase be approved.

12. To sanction the following estimates :—(1) To lay earthenware pipes along the open drain in alley No. 20, King street, Rs. 250. (2) Repairs to the Dharma lines, Rs. 200. (3) Five Notice Boards closing certain roads to lorry and bus traffic, Rs. 70. (4) Improvements to Bahirawakande road, Rs. 325. (5) Renewing the electric cable in Victoria drive, Rs. 6,459.

Resolved that the estimates be sanctioned. In regard to (5) Mr. Perera dissented.

## 13. Recommendation of Standing Committees.

*Extracts from the Minutes of the Meeting of the Standing Committee on Law and General Subjects, held on May 19, 1928.*

(1) Draft by-law to give effect to the Councils resolution to enhance the fine in cases for adulteration of milk.

Resolved that the draft by-law be recommended.

(2) Memorandum from Revenue Inspector *re* the issue of duplicate badges to registered rickshaw pullers.

Resolved that it be recommended that an affidavit only be insisted on before the issue of a duplicate badge.

*Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Assessment held on May 19, 1928.*

(3) Application for House Allowance from the peon of the Medical Officer of Health.

Resolved that the application be recommended with effect from May 1, 1928.

(4) Application from the Rat Overseer Jaldeen for a special Plague Duty allowance.

Resolved that an allowance of 25 cents a day be recommended.

(5) Application from Hapumalie, widow of late Peon R. B. Stephen, for a gratuity.

Resolved that the application be recommended.

(6) Chairman's memorandum on the recent fire in Kandy suggesting that a report on the question of a fire brigade for Kandy be obtained from Mr. Lanaway, Superintendent of the Colombo Fire Brigade.

Resolved that it be recommended to obtain the advice of Mr. Lanaway if suitable terms can be arranged.

(7) Memorandum from the Accountant on the system of allowing assistants to collectors.

Resolved that the adoption of the Accountant's proposals be recommended.

(8) Revision of assessment of premises in Ward street.

Resolved that the adoption of the new assessments for Ward street with effect from 3rd quarter be recommended.

*Extracts from the Minutes of the Meeting of the Standing Committee on Municipal Work held on May 19, 1928.*

(9) Estimate for Rs. 5,404 for diverting the Halloluwa road.

Resolved that the estimate be recommended.

*Extracts from the Minutes of the Meeting of the Electricity Committee held on May 19, 1928.*

(10) Letter No. 563 of April 30, 1928, from the Municipal Electrical Engineer *re* the shifting into new position of public lamps in Malabar street.

Resolved that the work be recommended.

(11) Memorandum from the accountant for an additional clerk to be in charge of the Electricity Rentals.

Resolved that a temporary clerk be recommended on Rs. 2 a day for two months.

(12) Letter No. 5,369 of April 25, 1928, from the Municipal Electrical Engineer *re* the telephone system in the Electricity Department.

Resolved that the proposal be recommended.

Resolved that the recommendations be adopted.

(14) To consider the question of making a contribution to the Kandy Museum.

The Chairman moved that a contribution of Rs. 2,500 be made subject to Government sanction. Mr. Wijayatilake seconded.—Carried.

Confirmed this 28th day of July, 1928:

R. H. WHITEHORN,  
Chairman, Municipal Council, Kandy.

## A.—GENERAL REVENUE ACCOUNT.

## Revenue Account for the Six Months, January 1 to June 30, 1928.

EXPENDITURE.	Estimated for 1928.		Incurred from January to June, 1928.	
	Rs.	c.	Rs.	c.
1 Administrative, Personal Emoluments ..	98,379	96	50,962	37
1A Do. Other Charges ..	21,560	0	11,205	10
2 Rice allowance to coolies ..	—	—	—	—
3 Collectors ..	6,560	0	3,357	59
4 Infectious diseases, prevention ..	5,000	0	22,860	70
5 Scavenging streets and removal of house and trade refuse ..	40,140	0	17,988	12
6 Conservancy of latrines ..	49,550	0	24,747	8
7 Minor sanitary services ..	3,045	0	810	30
8 Roads, buildings, parks, &c., maintenance ..	55,547	50	19,964	31
9 Public lighting ..	32,000	0	18,031	29
10 Water services ..	11,642	0	6,203	64
11 Town improvements ..	7,000	0	2,951	72
12 Markets ..	8,703	60	4,029	15
13 Slaughter-houses ..	4,703	60	1,237	4
14 Cemetery ..	2,617	0	1,221	55
15 Municipal Court ..	2,745	20	1,031	46
16 Police ..	30,000	0	15,000	0
17 Education ..	200	0	200	0
18 Free Library ..	2,400	0	2,400	0
19 Poor relief and public recreation ..	20,590	0	9,427	5
20 Pensions ..	3,956	63	1,977	96
21 Loan repayments and interest ..	58,708	16	21,694	7
22 Miscellaneous services ..	7,230	0	2,526	59
	472,278	65	239,827	9
23 Capital expenditure (provided from revenue) ..	43,180	0	14,140	89
	515,458	65	253,967	98
Balance being revenue in excess of expenditure ..			30,625	31
			284,593	29

REVENUE.	Estimated for 1928.		Accrued from January to June, 1928.	
	Rs.	c.	Rs.	c.
1 Consolidated rate ..	212,000	0	119,398	95
2 Taxes ..	41,533	0	46,191	4
3 Tolls ..	4,506	0	2,233	4
4 Licence fees and stamp duties :—				
(a) Licence fees ..	5,050	0	2,789	50
(b) Stamp duties ..	27,360	0	3,576	0
5 Slaughter-house fees ..	12,950	0	6,579	15
6 Conservancy fees ..	32,650	0	18,730	9
7 Rents ..	76,185	0	39,501	90
8 Judicial fines ..	9,000	0	4,233	50
9 Water service ..	12,450	0	3,388	49
10 Government grants ..	55,581	0	25,085	0
11 Education account ..	—	—	—	—
12 Miscellaneous receipts ..	18,400	0	12,886	63
	507,665	0	284,593	29

## Balance Sheet, June 30, 1928.

LIABILITIES.		Amount.	Total.			
		Rs. c.	Rs. c.			
Loans outstanding :—						
Government of Ceylon		105,402 98				
Local Loans Commissioners, on December 31, 1927	Rs. c.	381,600 0				
Less repayment in 1928		11,566 66				
		<u>370,033 34</u>	475,436 32			
Loans redeemed account on December 31, 1927		418,297 2				
Redeemed in 1928		11,566 66				
		<u>429,863 68</u>	656,108 22			
Revenue contributions to capital outlay on December 31, 1927		—	429,863 68			
Government contributions for capital services on December 31, 1927		121,953 34	656,108 22			
Contribution in 1928 for paving Meda-ela		46,600 0	168,553 34			
Private donations for capital services on December 31, 1927		—	3,900 0			
			<u>1,733,861 56</u>			
Capital account, balance in hand		—	175,150 89			
Sundry creditors :—						
Police bill account		15,000 0				
Tradesmen		5,296 15				
Outstanding wages		4,153 71				
Market stall rent securities		5,002 50				
Model tenements securities		1,239 0				
Sundry securities		1,327 96				
Free Library upkeep account		1,147 51				
Free Library members' deposit account		420 50				
Miscellaneous deposits		5,469 22				
Municipal court fines awards		356 0				
Tools and stores lost account		18 44				
Lettering vehicles		1 50				
Times Book Club Account		178 24				
Board of Improvement deposit account		2,407 75				
Municipal Court Fines		25 0				
Plague contacts security		80 0				
Collectors' securities		9,000 0				
			51,133 48			
Back lane scheme, contributions		—	25,823 36			
Sinking fund :—						
Amount to credit invested as <i>per contra</i>		—	67,291 0			
Revenue account, balance from 1927		294,082 22				
Add Revenue in excess of expenditure from January 1 to June 30, 1928, as per revenue account		30,625 31				
		<u>324,707 53</u>	644,106 26			
			<u>644,106 26</u>			
ASSETS.		Expended	Expended	Total	Unexpended	Total
		to Dec. 31,	during	Capital	Balance	Assets.
		1927.	1928.	Outlay.	in Hand.	
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Capital outlay :—						
Town Hall and Municipal offices		38,600 10	—	38,600 10	—	
Markets		78,841 44	—	78,841 44	—	
Rice granaries and depôts		60,860 38	—	60,860 38	—	
School buildings		10,156 51	—	10,156 51	—	
Model dwellings		252,552 37	—	252,552 37	22,447 63	
Ayurvedic dispensary		2,824 36	—	2,824 36	75 64	
Do. lighting		357 56	—	357 56	—	
Other Municipal buildings		70,897 48	—	70,897 48	—	
Roads, pavements, &c.		124,117 85	—	124,117 85	—	
Drainage		174,825 37	—	174,825 37	—	
Public latrines		32,976 98	—	32,976 98	—	
Motor, carriage and rickshaw stands		3,455 37	—	3,455 37	—	
Recreation grounds		30,649 26	—	30,649 26	—	
Waterworks		473,822 83	—	473,822 83	—	
Investigations into water schemes		8,144 67	—	8,144 67	—	
Waterworks, new scheme		116,848 18	47 33	116,895 51	97,969 49	
Steam road roller		14,902 36	—	14,902 36	—	
Conservancy hand carts		226 0	—	226 0	—	
Incinerator		679 1	—	679 1	—	
Fire extinguishing apparatus		4,461 34	—	4,461 34	—	
Burial grounds and cemeteries (improvements from 1925)		1,334 52	—	1,334 52	—	
Road scarifier		1,748 17	—	1,748 17	—	
Public notice boards		106 40	—	106 40	—	
Dredger		3,939 2	—	3,939 2	—	
Dhobies' tanks		12,018 94	—	12,018 94	—	
Paving Meda-ela		39,290 99	25 88	39,316 87	53,658 13	
Free Public Library building		—	—	—	1,000 0	
		<u>1,558,637 46</u>	<u>73 21</u>	<u>1,558,710 67</u>	<u>175,150 89</u>	<u>1,733,861 56</u>

ASSETS.	Expended to December 31, 1927. Rs. c.	Expended during 1928. Rs. c.	Total Capital Outlay. Rs. c.	Unexpended Balance in Hand Rs. c.	Total Assets. Rs. c.
Loan to Electricity Department ..	—	..	—	..	90,151 62
Investments held by trustees of Sinking Fund ..	—	..	—	..	67,291 0
Stocks and stores :—					
Stores ..	—	..	—	..	12,102 69
Rice ..	—	..	—	..	116 88
					12,219 57
Sundry debtors :—					
Rates, taxes, &c. ..	—	..	—	..	107,869 75
Cheques returned by bank ..	—	..	—	..	—
Advance of pay, &c. ..	—	..	—	..	2,723 89
Sale of stores ..	—	..	—	..	13 9
Education District Committee ..	—	..	—	..	25 59
Board of Improvement ..	—	..	—	..	681 5
Loans to Municipal Officers for pur- chase of cars ..	—	..	—	..	2,987 50
					114,300 87
Cash :—					
In Mercantile Bank, fixed deposit ..	—	..	—	..	237,000 0
In Mercantile Bank, current account ..	—	..	—	..	120,734 35
In National Bank, fixed deposit ..	—	..	—	..	2,000 0
Petty cash in hand of Shroff ..	—	..	—	..	184 98
Petty cash in hand of Secretary, Child Welfare Committee ..	—	..	—	..	223 87
					360,143 20
					644,106 26

Municipal Office,  
Kandy, July 27, 1928.

E. B. PETRIS, Accountant.

#### B.—ELECTRICITY DEPARTMENT.

##### Revenue Account for the Five Months, January 1 to May 31, 1928.

EXPENDITURE.	Estimated for 1928. Rs. c.	Expended Jan. to May, 1928. Rs. c.	Total. Rs. c.
Generation of electricity :—			
Fuel ..	.. 21,587 0	.. 6,700 38	
Oil, waste, and engine room stores ..	.. 10,000 0	.. 4, 55 53	
Salaries and wages at works ..	.. 12,909 0	.. 4,603 47	
Repairs and maintenance			
(a) Buildings ..	.. 4,000 0	.. 341 44	
(b) Engines, boilers, machinery, and plant ..	.. 4,500 0	.. 520 97	
			16,721 79
Distribution of electricity :—			
Salaries of outdoor staff ..	.. 4,990 0	.. 2,328 79	
Repairs and maintenance of meters, switches, and other apparatus ..	.. 2,000 0	.. 481 19	
			2,809 98
Public lamps :—			
Salaries and wages ..	.. 5,040 0	.. 2,677 44	
Repairs and maintenance ..	.. 2,000 0	.. 1,585 98	
			4,263 42
Works executed for customers :—			
Labour ..	.. 15,000 0	.. 2,531 61	
Materials ..	.. 30,000 0	.. 8,119 98	
			10,651 59
Management and general expenses :—			
Salaries ..	.. 21,841 0	.. 10,206 57	
Rent of Engineer's bungalow ..	.. 1,500 0	.. 625 0	
Printing and stationery ..	.. 2,500 0	.. 554 43	
Legal expenses ..	.. 50 0	.. 48 50	
Telephone ..	.. 225 0	.. 210 0	
Audit fees ..	.. 600 0	.. 58 21	
Sundry charges ..	.. 600 0	.. 487 22	
Two bicycles (one for Electricity Office, one for Town Hall) ..	.. 250 0	.. —	
Office alterations ..	.. —	.. 59 25	
Gratuity to Mr. Keegle ..	.. —	.. 2,587 50	
			14,836 68
Total amount of working expenses ..	.. 136,592 0	.. —	49,283 46
Gross profit carried to nett revenue account ..	.. —	.. —	45,173 61
			94,457 7

INCOME.	Estimated for 1928.		Realized Jan. to May, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity :—						
Private lighting ..	130,000	0	53,953	23		
Power of heating ..	1,830	0	649	93		
Public lighting ..	37,000	0	16,076	36		
Municipal Department ..	500	0	336	65		
					71,016	17
Public lamps :—						
Attendance and maintenance ..	—		—		4,519	38
Works executed for customers and goods sold :—						
From customers ..	60,000	0	—		14,277	11
Rent of meters :—						
Recoveries ..	5,500	0	—		2,462	32
Sundry revenue :—						
Miscellaneous receipts ..	2,000	0	—		2,182	9
	<u>236,830</u>	<u>0</u>			<u>94,457</u>	<u>7</u>

Municipal Council Office,  
Kandy, July 27, 1928.

E. B. PEIRIS, for Accountant.

#### Nett Revenue Account, January 1 to May 31, 1928.

	Rs.	c.	
To interest on loan from Municipal funds ..			2,891 0
Interest and principal on loan from Local Loan Commissioners ..			3,064 75
Rates ..			1,669 56
			<u>7,625 31</u>
Nett profit unappropriated on December 31, 1927 ..			Rs. c. 113,772 11
Nett profit from January to March, 1928 ..	27,887	2	
Nett profit for May, 1928 ..	9,661	28	
			<u>37,548 30</u>
			151,320 41
			158,945 72
By balance from 1927 ..			113,772 11
Gross profit from January to May, 1928 ..			45,173 61
			<u>158,945 72</u>

Kandy, July 27, 1928.

E. B. PEIRIS, Accountant.

#### Balance Sheet, May 31, 1928.

LIABILITIES.	Rs.	c.
Revenue contribution to capital outlay ..	149,825	49
Loan from Local Loan Commissioners ..	136,700	0
Temporary loan from Municipal fund ..	103,730	26
Reserve for depreciation ..	59,079	39
Interest and principal accrued ..	—	—
Loans redeemed account ..	11,800	0
Sundry creditors ..	30,123	29
Outstanding wages ..	1,867	32
Customers' deposits ..	5,640	6
Cash advanced by Municipal Electrical Engineer for petty expenses ..	105	33
Nett revenue account—Balance at credit ..	151,320	41
	<u>650,191</u>	<u>55</u>

ASSETS.	Expended up to December 31, 1927.		During 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Capital outlay—						
Acquisition of undertaking..	150,000	0	—	—	150,000	0
Extensions of building ..	30,704	96	2,673	72	33,378	68
New parts for engine ..	7,276	73	—	—	7,276	73
Storage battery ..	48,955	14	—	—	48,955	14
Switch board ..	2,012	35	—	—	2,012	35
Meters ..	6,898	76	991	26	7,890	2
Mains provided from revenue contribution ..	112,402	90	5,813	74	118,212	64
Mains provided from loans fund ..	28,500	0	—	—	28,500	0
Air compressor ..	2,319	21	—	—	2,319	21
New generating plant ..	71,093	22	23,799	14	94,892	36
Lamp posts ..	—	—	1,702	20	1,702	20
	<b>460,163</b>	<b>27</b>	<b>34,980</b>	<b>6</b>	<b>495,139</b>	<b>33</b>
Stores on hand ..					67,248	66
Fitting on hire ..					665	14
Sundry debtors ..					83,183	97
Petty cash—Municipal Electrical Engineer ..					—	—
Petty cash—Shroff, Municipal Council, Kandy ..					610	26
Advance account ..					15	0
Lamp post account ..					3,092	80
Tools account ..					236	39
					<b>650,191</b>	<b>55</b>

Municipal Council Office,  
Kandy, July 27, 1928.

E. B. PEIRIS, Accountant

### MUNICIPALITY OF GALLE.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Galle, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises mentioned in the sub-joined schedule for 1st quarter, 1928, will be sold by public auction on the spot at the time mentioned, unless in the meantime the amount due of the assessment rates and costs be duly paid.

By order,

The Municipal Office,  
Galle, August 11, 1928.

ARTHUR ARNDT,  
Secretary.

#### SCHEDULE.

Time of Sale : To commence at the first-named Premises  
at 7 a.m. each Day.

Fort Ward.

Monday, September 10, 1928.

Pedlar street : No. 19.

Kaluwella Ward.

Tuesday, September 11, 1928.

Bazaar: Nos. 79, 152. Kaluwella: Nos. 62, 101, 275A, 276A.  
Kumbalwella: Nos. 99, 112, 115, 117, 119. Havelock place:  
No. 6. Dagedera: Nos. 9, 11, 18, 254B, 268A, 308, 344,  
345, 350, 371. Bazaar: No. 234.

Galupiadda Ward.

Wednesday, September 12, 1928.

Galupiadda: Nos. 48, 57, 69, 105, 95, 219, 340, 347, 353,  
355A, 357, 357B, 358, 398, 408, 417, 419, 423A, 425, 425C,  
425F, 429, 430A, 430D, 433A, 436A, 442, 443, 443A, and 444.

Thursday, September 13, 1928.

Galupiadda: Nos. 228, 264, 264C, 274B, 276C, 277A, 279A,  
282, 299A, 303A, 303B, 303C, 317, 325, 327, 328A, 462G, 471,  
473, and 478.

Friday, September 14, 1928.

Ettiligoda: Nos. 4, 8, 9A, 10, 26, 40, 67B, 76, 79, 79A, 80,  
84, 85, 94, 94B, 96, 117B, 4N, 40, 4P, 4Q, and 4R. Dewature:  
Nos. 4, 7, 7A, 30, 34, 55, 65, 70, 70A, 88, 154.

Monday, September 17, 1928.

Bazaar: No. 295. Dagedera: Nos. 32, 34, 38A, 39, 42G,  
48, 79, 98, 101, 102, 102A, 104, 109, 109A, 117B, 117, 117C,  
130, 131, 131A, 133, 134, 135, 138, 142, 165A, and 177A.

Tuesday, September 18, 1928.

Galupiadda: Nos. 702, 717A, 817A, 821C, 844H, 847A, 857,  
871, 873, 908A, 915, 932, 943, 943A, 945, 953, 960, 967,  
971C, 1,001. Makuluwa: Nos. 13, 14, 19, 27A, 32, 41, 42.  
Circular road: Nos. 7, 10, 27, 29, 30, 31, 32, 33. Miliduwa:  
No. 2.

Wednesday, September 19, 1928.

Galupiadda: Nos. 551, 558B, 577C, 581B, 599A, 601C,  
608A, 614, 629, 634A, 644, 650, 658, 664, 665, 666, 668, 669,  
and 691.

Thursday, September 20, 1928.

Devatte: Nos. 57, 59, 94, 95, 96, 97, 98, 100, 101, 102,  
and 152.

Friday, September 21, 1928.

Katugoda: Nos. 57, 84, 117, 121, 127, 130, 159, 164,  
228A, 243, and 244.

Monday, September 24, 1928.

Ettiligoda: Nos. 126, 172, 182, 264, 335, 387, 404, 404A,  
405, 497, 529. Miliduwa: Nos. 15, 47, and 56.

Hirimbura Ward.

Tuesday, September 25, 1928.

Dagedera: Nos. 13, 14, 15, 23, 25, 51, 96, 98, 354, 465,  
526, and 634.

*Wednesday, September 26, 1928.*

Talgahahena: Nos. 36A, 56, 57, 72F, 163. Madawalamulla: Nos. 98, 142. Bataganwila: No. 55. Kumbalwella: Nos. 130, 178. Alapalawa: No. 40.

*Thursday, September 27, 1928.*

Maitipo: Nos. 442, 476, 483, 498, 569, 573, 601L, 602, 851, 897, 899, 901, 903, 907, 937, 938, 609, 697A, 705, 706, 707, 728, 745, 782, 790, and 951A.

*Friday, September 28, 1928.*

Hirimbura: Nos. 232, 236, 282, 283, 310, 318, 319, 395, 411.

*Monday, October 1, 1928.*

Miliduwa: Nos. 1131A and 1133.

Kumbalwella Ward.

*Tuesday, October 2, 1928.*

Kumbalwella: Nos. 11, 12, 13, 16, 19A, 31, 36, 37, 63, 64, 65, 70, 74, 92, 95, and 105.

*Wednesday, October 3, 1928.*

Kumbalwella: Nos. 121, 125A, 131, 132, 139, 140A, 141, 148, 149, 150, 151, 153, 155, 156, 166, 167, and 195.

*Thursday, October 4, 1928.*

Bope: Nos. 2, 2A, 4, 6, 16A, 20, 21, 26, 29, 36 and 37, 38, 38A, 40, 41A, 46, 53, 56, 83, 95, 96, 105, 121, and 122.

*Friday, October 5, 1928.*

Bope: Nos. 135, 136, 150, 151, 152, 164, 166, 167, 168, 169, 171, 172, 177, and 178.

*Monday, October 8, 1928.*

Bope: Nos. 182, 183, 184, 185, 186, 187, 188, 189, 190, 197, 207, 208, 209, 210, and 211.

*Tuesday, October 9, 1928.*

Bope: Nos. 217, 221, 221A, 222, 223, 231, 238, 240, 243, 256, 258, 261, 262, 263, 264, 267, and 268.

*Wednesday, October 10, 1928.*

Bope: Nos. 282, 282A, 283, 286, 297, 303, 307, 309, 319, 323, 324, 325, 327, 335, 337, and 338.

*Thursday, October 11, 1928.*

Bope: Nos. 340, 342, 355, 356, 357, 358, 361, 362, 366, 372, 380, 381, 382, 383, 389, 391A, 394, 395, 396, 397, 398, and 405.

*Friday, October 12, 1928.*

Kaluwella: Nos. 1, 13, 20, 28, 28A, 31, 32C, 32D, 34, 46, 62, 96, 111, 126, 129A, 135, 177, 179A, 191A, 200, 202, 204A, 207, 228, 233A, 237, 241A, 246, 247, 248, 249, 250, 250A, 257, 262A, 277, 284, 285, 285B, 286, 288, 289, 290, 291, 293A, 301, 301A, 303, 305, 306, 315, 315A, 318, 319, 323, 324. Galwadugoda: No. 9. Ossenagoda: Nos. 2A, 5, 7, 10, 12, 13, 14, 14A, 18, 19, 21, 27, 28, 29, 131.

*Monday, October 15, 1928.*

Ossenagoda: Nos. 34, 35, 37, 38, 39, 40, 44, 51, 55, 69, 72, 75, 83, 84, 84A, 85, 86, 87, 88, 88A, 93, 95, 96, 97, 98, 99, 99A, 102, 103, 111A, 114, 127, 131, 133, 138, 140, 146, 147, 150, 151, 156, 157, 159, 160, 162, 163, 164, 166, 166A, 167, and 168.

*Tuesday, October 16, 1928.*

Ossenagoda: Nos. 169, 173, 175, 189, 190, 191, 192, 192A, 193A, 198, 201, 202, 203, 204, 205, 212, 216, 216A, 217, 218, 220, 221, and 222.

*Wednesday, October 17, 1928.*

Galwadugoda: Nos. 41, 44, 63, 64, 88, 92, 93, 94, 95, 101, 108, 109, 207, 208, 211, 212, 213, 216, 224, 225, 226, 229, 231, 233, 234, 237, 241, 242, 244, 251C, 251E, 251F, 252, 260, 261, 263, 264, 265, 268, 273, 279, and 286.

*Thursday, October 18, 1928.*

Galwadugoda: Nos. 121, 125, 126, 131, 134, 135, 136, 137, 142, 143, 144, 148, 149, 150, 151, 151A, 162, 164, 165, 180, 181, 182, 183, 184, 203, and 204.

*Friday, October 19, 1928.*

Kandewatta: Nos. 12, 27, 47E, and 47F, 72, 73A, 194, 200, 201C, 207, and 208C.

*Monday, October 22, 1928.*

Dadalla: Nos. 3A, 141, 393, 396, 397, 415, 442, 455, 476, 503, 504, 598, 603, 615, and 674.

*Tuesday, October 23, 1928.*

Gintota: Nos. 9, 215A, 313, and 314, 351A, 354, 366A, 392, 395, 409, 421, 456, 459, 459A, 474, and 72A.

## TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,113.

(2) Date of Receipt: January 5, 1928.

(3) Applicant (Proprietor of the Trade Mark): PEPPERELL MANUFACTURING COMPANY (a Corporation organized and existing under the laws of the State of Massachusetts), 160 State street, Boston, Massachusetts, United States of America: Manufacturers.

(4) Address for service in the Island: C/o Julius & Créasy, Colombo.

(5) Class: 24.

(6) Goods: Cotton piece goods.

(7) Representation of the Trade Mark:

**PEPPERELL**

Registrar-General's Office,  
Colombo, August 14, 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. 4,172.
- (2) Date of Receipt: March 1, 1928.

(3) Applicant (Proprietor of the Trade Mark): GALHENAGE ODIRIS PERERA and KURUPPU-ATCHCHIGE DON ROMANIS GOONATILAKE, trading as "G. ODIRIS PERERA & R. GOONATILAKE," 145, Dam street, Colombo; Merchants.

- (4) Address for service in the Island, if any: —
- (5) Class: 42.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:



Registrar-General's Office,  
Colombo, July 4, 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. 4,366.
- (2) Date of Receipt: July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

- (4) Address for service in the Island, if any: —
- (5) Class: 24.
- (6) Goods: Cotton piece goods.
- (7) Representation of the Trade Mark:

*"Tetindo"*

Registrar-General's Office,  
Colombo, August 8, 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. 4,367.
- (2) Date of Receipt: July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

- (4) Address for service in the Island, if any: —
- (5) Class: 24.
- (6) Goods: Cotton piece goods.
- (7) Representation of the Trade Mark:

*"Tetsilon"*

Registrar-General's Office,  
Colombo, August 8, 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. 4,368.
- (2) Date of Receipt: July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

- (4) Address for service in the Island, if any: —
- (5) Class: 24.
- (6) Goods: Cotton piece goods.
- (7) Representation of the Trade Mark:

*"Tetoro"*

Registrar-General's Office,  
Colombo, August 8, 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. 4,369.

(2) Date of Receipt : July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

(4) Address for service in the Island, if any: —

(5) Class : 24.

(6) Goods : Cotton piece goods.

(7) Representation of the Trade Mark :

*Tetwit*

Registrar-General's Office,  
Colombo, August 8, 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. 4,370.

(2) Date of Receipt : July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

(4) Address for service in the Island, if any: —

(5) Class : 24.

(6) Goods : Cotton piece goods.

(7) Representation of the Trade Mark :

*Tetcolo*

Registrar-General's Office,  
Colombo, August 8, 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. 4,371.

(2) Date of Receipt : July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): CALVERT GREENWOOD TETLEY and ALEXANDER BUCHANAN THOMSON, trading as "THOMSON TETLEY & COMPANY," Prince building, Fort, Colombo; General Importers.

(4) Address for service in the Island, if any: —

(5) Class : 24.

(6) Goods : Cotton piece goods.

(7) Representation of the Trade Mark :

*Tetlan*

Registrar-General's Office,  
Colombo, August 8, 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. 4,372.

(2) Date of Receipt : July 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): LIPTON, LIMITED (a Company incorporated under English law), City road, London, E. C.; and Simson Gardens, Colombo; Merchants, Estate Proprietors, and Agents.

(4) Address for service in the Island, if any: —

(5) Class : 42.

(6) Goods : Tea.

(7) Representation of the Trade Mark :



Registrar-General's Office,  
Colombo, August 8, 1928.

C. COOMARASWAMY,  
Registrar of Trade Marks.

## ROAD COMMITTEE NOTICES.

### Sale of Ferry Rents.

**N**OTICE is hereby given that the Chairman of the District Road Committee of Colombo will receive tenders at the Colombo Kachcheri, at 12 noon, on Tuesday, September 18, 1928, for the purchase of the under-mentioned ferry rents of the Colombo and Negombo Districts, from January 1 to December 31, 1929 :—

Separate tenders should be made for the several rents as shown below. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by the Chairman, to furnish approved security for one-half of the purchase amount or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Chairman's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Committee's Proctor for examining and giving his opinion of the title deeds of properties tendered by him as security and for examining and for settling the security bond, and the fees charged by the Committee's Proctor for examining documents and drawing the security bond, the expenses for appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909, as amended by Ordinance No. 16 of 1917.

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 Chairman reserves to himself the right, without question, of rejecting any or all tenders.

Further information can be obtained on application to the Chairman, District Road Committee, Colombo.

#### *Colombo District.*

1. Toll at Hanwella ferry.
2. Toll at Pugoda ferry.
3. Toll at Wewala ferry.
4. Toll at the ferries at Henemulla, Gorakapola, Diggala, and Egoda Uyana.

#### *Negombo District.*

1. Toll at Siduwa ferry.
2. Toll at Mutuwadiya ferry.

**N.B.**—Alternative tenders should be made for (a) Siduwa and Mutuwadiya together, and (b) Siduwa and Mutuwadiya separately.

The purchasers of the rent of the tolls collected at the Henemulla, Wewala, and Gorakapola ferries will be required to ferry passengers only, and for that purpose will be bound to provide and maintain, at their own expense,

sufficient boats at the said ferries, the seaworthiness of the boats being subject to the approval of the Chairman and in terms of the condition of sale in force for the time being.

District Road Committee,  
Colombo, August 11, 1928.

R. N. THAINE,  
Chairman.

### Tenders for Sale of Ferry Tolls, Ratnapura District.

**N**OTICE is hereby given that the Chairman of the District Road Committee, Ratnapura, will receive sealed tenders at the Ratnapura Kachcheri up to noon on September 14, 1928, for the purchase of the under-mentioned ferry toll rents of the Ratnapura District, for a period of twelve months, viz., from January 1, 1929, to December 31, 1929.

2. (a) Separate tenders shall be made for each rent as shown below. Tenderers must be present on the said day or satisfy the Chairman by some accredited agent that the tenders are *bona fide*. The Chairman reserves to himself the right, without question, of rejecting any or all tenders, and of selling the rent by public auction on the same day if no satisfactory tender is received.

(b) Tenders should be marked "Tenders for Ferry Toll Rents," in the left hand top corner of the envelope, which should also bear the name of the rent for which tender is made, and should be addressed to the Chairman, District Road Committee, Ratnapura.

3. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted, by the Committee, to pay the balance amount of purchase within thirty days of the date of the receipt by him of the notification of the Committee's acceptance of his offer.

4. The Road Committee will provide double canoes for Koswatta and Yakgahapitiyewela ferries which shall be maintained at the expense of the renters.

5. Further information can be obtained on application to the Chairman of the District Road Committee, Ratnapura.

#### *Ratnapura District.*

(1) Toll at Ketepola ferry on the eastern bank of the Kalu-ganga, on the Village Committee road from Ketepola to Gawaragiriya in Kukul korale.

(2) Toll at Koswatta ferry on minor road from Kalawana to Depedene in Meda pattu of Kukul korale.

(3) Toll at the ferry across the Kukul-ganga at Yakgahapitiyewela on Wewelkandura-Dunukeiyagala road, in Kukul korale.

District Road Committee,  
Ratnapura, August 7, 1928.

J. M. DE SILVA,  
for Chairman.