



# THE CEYLON GOVERNMENT GAZETTE

No. 7,673 — FRIDAY, NOVEMBER 9, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

**PROCLAMATIONS BY THE GOVERNOR.**

BY HIS EXCELLENCY THE GOVERNOR.

L 846/28

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 Holambalewa, Kattapitiya, and Moragolla in Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, November 2, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Gallindamukalana, situate in the village of Holambalewa in Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province; containing in extent 23 acres 1 rood and 6 perches, and shown as lot 106 in final village plan No. 1,651; and bounded as follows: on the west and north by lot 99 in final village plan No. 1,651; on the east by the village limits of Moragolla, final village plan No. 1,671, and Pahala Halmillakotuwa, final village plan No. 1,673; on the south by the village limit of Walpaluwa, final village plan No. 1,736.

BY HIS EXCELLENCY THE GOVERNOR.

L 880/28

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, 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 Dambagollagama, Hadupitiya, and Akurana, in Giratalane korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, November 7, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Paluwattohenyaya, situate in the village of Dambagollagama, in Giratalane korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province; containing in extent 11 acres and 5 perches, and shown as lot 2A in final village plan No. 1,815; and bounded as follows: on the north by the village limit of Hadupitiya (final village plan No. 1,814); on the east by lot 2 in final village plan No. 1,815; on the south, by lots 6 and 7 in final village plan No. 1,815; on the west by lot 1 in final village plan No. 1,815.

BY HIS EXCELLENCY THE GOVERNOR.

J 1376/28

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 Tangalla:

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 lockup at Tangalla as a prison at Tangalla 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 Tangalla Sessions of the Supreme Court of the Island of Ceylon, which begin on or about Monday, November 12, 1928.

Colombo, November 7, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

J 1514/28

## A PROCLAMATION.

H. J. STANLEY.

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

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

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

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Kalutara in the said Western Circuit, on or about Monday, November 19, 1928.

Colombo, November 7, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

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

No. 384 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the following promotions in the Civil Service, with effect from the dates noted below:—

*To Class I., Grade I:*

The Hon. Mr. L. MACRAE, from September 13, 1928.  
Mr. H. W. CODRINGTON, from September 28, 1928.

*To Class I., Grade II:*

Mr. M. T. ARCHIBALD, from September 13, 1928.  
Mr. W. K. H. CAMPBELL, from September 28, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 5, 1928. Colonial Secretary.

No. 385 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the promotion of Mr. R. B. JANSZ to Class V. of the Civil Service, with effect from November 1, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 2, 1928. Colonial Secretary.

No. 386 of 1928.

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

Mr. E. R. SUDBURY to the office of Assistant Government Agent, Kandy; Deputy Fiscal for the Kandy District; and Additional Police Magistrate for the judicial divisions of Kandy, Gampola, Nuwara Eliya-Hatton, and Dumbara, with effect from November 1, 1928, until further orders.

Mr. B. F. PERERA to the office of Office Assistant to the Government Agent, Central Province, with effect from November 1, 1928, until further orders.

Mr. R. B. JANSZ to be Office Assistant to the Assistant Government Agent, Trincomalee, with effect from November 1, 1928, until further orders.

Mr. A. L. B. FERDINAND, Chief Clerk of the Kuru-negala Kachehri, to act as Extra Office Assistant from November 7, 1928, to December 12, 1928, inclusive, or until further orders.

Mr. W. LUDOVICI to act as Deputy Inspector-General of Police (Provinces) during the absence of Mr. D. V. ALTENDORFF for thirty days from November 15, 1928, or until the resumption of duties by that officer.

Mr. C. J. A. MARSHALL to act as District Judge, Avissawella, and Additional Commissioner of Requests and Police Magistrate, Avissawella, from November 6, 1928, during the absence of Mr. A. G. RANASINHA, or until the resumption of duties by that officer.

Mr. V. P. REDLICH, District Judge, Tangalla, to be, in addition to his own duties, Superintendent of the Prison at Tangalla, during the period of the Supreme Court Sessions at Tangalla, commencing on or about November 12, 1928.

Mr. M. POTGER to be Additional District Judge, Commissioner of Requests and Police Magistrate for the judicial division of Badulla-Haldummulla during the absence of Mr. E. H. LUCETTE from Badulla, on November 5, 1928, or until that officer's return to Badulla.

Mr. P. O. S. E. SILVA to act in the office of Commissioner of Requests and Police Magistrate, Kalutara; Additional District Judge, Kalutara; and Police Magistrate, under section 3 of Ordinance No. 4 of 1891, for the revenue District of Kalutara, with effect from November 1, 1928, until further orders.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, from November 8 to 10, 1928, inclusive, during the absence of Mr. L. H. DE ALWIS, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. S. P. WICKRAMASINHA, on November 3, 1928, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, from November 9 to 12, 1928, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. E. G. M. GOONAWARDENA to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. S. F. AMERASINGHE, from November 10 to 12, 1928, inclusive, or until the resumption of duties by that officer.

Mr. FRANK MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, from November 10 to 14, 1928, inclusive, during the absence of Mr. C. E. ARNDT, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Ratnapura, during the absence of Mr. W. SANSONI, on November 4 and 5, 1928, or until the resumption of duties by that officer.

Mr. AELIAN PEREIRA to act as Police Magistrate and Additional District Judge, Colombo, during the absence of Mr. H. P. KAUFMANN, from November 9 to 11, 1928, inclusive, or until the resumption of duties by the officer.

Mr. M. A. PERERA to act as Police Magistrate, Kandy; Additional Commissioner of Requests, Kandy; and Municipal Magistrate, Kandy, during the absence of Mr. DANIEL, on November 10 and 11, 1928, or until the resumption of duties by that officer.

Mr. E. V. R. SAMARAWICKREME to act as a Crown Counsel for the Island from November 5, 1928, until further orders.

Mr. C. B. A. ROBERTS, Assistant Superintendent of Police, Tangalla, to be, in addition to his own duties, Assistant Superintendent of the Prison at Tangalla, during the period of the Supreme Court Sessions at Tangalla, commencing on or about November 12, 1928.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on November 6, 1928, during the absence on leave of Mr. K. W. Y. ATUKORALA, or until further orders.

Mr. C. F. DHARMARATNE, Crown Proctor, Ratnapura, to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura so long as he holds the office of Crown Proctor, Ratnapura.

Mr. H. E. DIAS BANDARANAYAKE, Superintendent of Excise, Flying Corps, Colombo, to act as Assistant Commissioner of Excise, Southern Division, from Monday, October 29, to Thursday, November 1, 1928, or until the resumption of duties by Mr. B. DE SARAM.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 7, 1928. Colonial Secretary.

No. 387 of 1928.

IT is hereby notified that Mr. A. N. L. CLARK, having returned to the Island, has resumed charge of the Siamese Consulate in Colombo.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 7, 1928. Colonial Secretary.

No. 388 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 (3) of Ordinance No. 11 of 1920, to appoint Mr. A. H. G. DAWSON to be a Member of the Local Government Board in place of Mr. C. R. LUNDIE, resigned.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 5, 1928. Colonial Secretary.

No. 389 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint the following officers to be Inquirers, with authority under section 365 (1) of the said Code, to order post-mortem examinations when necessary, for the Korales noted against their names:—

(1) Mr. B. CHARLES COORAY, Mudaliyar, Alutkuru korale south, for the Alutkuru korale south, in the District of Colombo, Western Province, *vice* Mr. T. F. ABEYKOON, retired.

(2) Mr. MAURICE PERERA, Mudaliyar, Siyane korale west, for the Siyane korale west, in the District of Colombo, Western Province, *vice* Mr. D. C. R. WIJESINGHE, retired.

(3) Mr. A. H. MUNASINGHE, Muhandiram, Siyane korale west, for the Siyane korale west, in the District of Colombo, Western Province, *vice* Mr. J. ERIC PERERA, transferred.

(4) Mr. A. E. ABEYRATNE, Mudaliyar, Hewagam korale, for the Hewagam korale, in the District of Colombo, Western Province.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, October 29, 1928. Colonial Secretary.

No. 390 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. BILGIE DAHANAYAKA to be an Inquirer for Talpe pattu of the Galle District, Southern Province, *vice* Mr. JOHN GABRIEL JAYATILLAKA, deceased.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, October 29, 1928. Colonial Secretary.



No. 391 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HARRY EDMUND SILVA WICKRAMARATNA of Mount Crest, Mount Lavinia, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 7, 1928. Colonial Secretary.

No. 392 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HASSANA MARIKAR MOHAMED SAHEED of Gem Villa, Alutgama, to be a Notary

Public throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 7, 1928. Colonial Secretary.

No. 393 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MANIKKAM CHELVATAMBY of Kandy to be a Notary Public throughout the judicial division of Dumbura, and to practise as such in the English language

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, November 7, 1928. Colonial Secretary.

### APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. EDWARD HERAT SENEVIRATNE to act as Registrar of Lands, Kandy, on November 3, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANA, on leave.

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

**I**T is hereby notified that I have appointed MANTILAKA ARACHCHILLAGE MUDIYANSE to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uda palata No. 3 division, in the Kandy District of the Central Province, for thirty days, with effect from November 1, 1928, *vice* DASANAYAKA MUDIYANSELAGE KIRI BANDA DASANAYAKA, on leave. His office will be at Paregedarawatta in Atabage Udagama.

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

**I**T is hereby notified that I have appointed DON PEDRICK MERENCHI ABEYSEKARA (provisionally) as Registrar of Births and Deaths of Pategama division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, with effect from November 1, 1928, *vice* DON DIAS KURUPPU NANAYAKKARA, deceased. His offices will be at Kinagahawatta in Pategama and Weligamageruppa in Kottagoda.

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

**I**T is hereby notified that I have appointed EGODARALLAGE LOKU BANDA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (Kandyan and General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for ninety-one days, with effect from November 14, 1928, *vice* Registrar, K. B. EDIRISURIYA, on leave. His office will be at Migahakotuwewatta in Kalwana.

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

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

The Additional Provincial Registrar, Kalutara, has appointed DON JOHN JAYAWARDANE to act as Registrar of Births and Deaths of Magura division, and of Marriages (General) of Maha pattu south division, in the Kalutara District of the Western Province, for four days from November 5, 1928, during the absence of the Registrar, DON THOMAS WIJETUNGA, on leave. His office will be at Dikhen in Magura.

The Assistant Provincial Registrar, Matale, has appointed PUWAKPITIYE WARAGOLLE IHALAGEDARA WIJERATNAYAKA MUDIYANSELE KALU BANDA to act as Registrar of Births and Deaths of Gangala Udasiya pattu division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for thirty days from October 15, 1928, *vice* WARAGOLLE IHALAGEDARA WIJERATNAYAKA MUDIYANSELE KIRI BANDA, resigned. His office will be at Ihalagedarawatta in Puwakpitiya; station: Matmalawegedarawatta in Kambarawa.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDENA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for fourteen days from November 2, 1928, during the absence of the Registrar, WITANAWASAN JEERIS DE SILVA, on leave. His office will be at Talagahawatta in Tellambura.

The Additional Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILAGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalaganhaya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on November 6, 1928, during the absence of the Registrar, HORAWALA VITANAGE DON CORNELIS GUNAWARDENA, on leave. His office will be at Vitanagewatta at Horawala.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJAYASIRIWARDHENA SAMARASINGHA to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for seven days from November 2, 1928, during the absence of the Registrar, DON DAVITH WIJAYASIRIWARDHANA SAMARASINGHA, on leave. His office will be at Ilanganwatta in Beruwewela.

The Assistant Provincial Registrar, Matara, has appointed DON ANDRAYAS JAYASUNDERA to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for two days from November 5, 1928, during the absence of the Registrar, DON SAMEL SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from November 2, 1928, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed STRISENA SAMARAKON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on November 3, 1928, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; additional office at Gahressewatta in Waharaggoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON THEGIR S EDIRISEENA JAYASURIYA to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from November 4, 1928, *vice* the Registrar, DON DIONIS M TUMALA JAYASURIYA, suspended. His office will be at Dineshami okulamayapadinchiwahiya-watta in Pallemalala.

The Assistant Provincial Registrar, Jaffna, has appointed VAYTIYANATHER KANAPATIPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for four days from October 30, 1928, during the absence of the Registrar, MICHAELPILLAI JOSEPH PILLAINAYAGAM, on leave. His office will be at Tribunal Court-house in Delft.

The Assistant Provincial Registrar, Mannar, has appointed SUPPAR PONNIAH to act as Registrar of Births and Deaths of Perunkalippattu division, in the Mannar District of the Northern Province, for fourteen days from November 1, 1928, during the absence of the Registrar, MUKAMMATU-SULTAN MUKAMMATU SAHULHAMID, on leave. His office will be at the Vidhanevalavu in Vidattaltivu.

The Assistant Provincial Registrar, Mannar, has appointed SUPPAR PONNIAH to act as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for thirty days from November 1, 1928, *vice* Registrar, RAMALINGAM MUTTUCUMARU, resigned. His office will be at the Vidhanevalavu in Vidattaltivu.

The Assistant Provincial Registrar, Mullaitivu, has appointed THIYAKAR NAGAMANY to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaitivu District of the Northern Province, for thirty days from October 30, 1928, *vice* Registrar, THAMU UDAIYAR CHELLIAH, suspended. His office will be at the Vidhan's House, Vavuniya.

The Assistant Provincial Registrar, Batticaloa District, has appointed VELAYUTHAN MARKANDUPPILLAI to act as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from November 1, 1928, during the absence of the Registrar, KANNAPPER VELAYUTHAN, on leave. His office will be at Turaineelavanai.

The Assistant Provincial Registrar, Batticaloa District, has appointed KANAPATHIPILLAI NALLATHAMBY to act as Registrar of Marriages (General) of Sammanturai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from November 1, 1928, *vice* NAKAMANIPILLAI UDAYAR THAMBINATHAPILLAI, resigned. His office will be at Sammanturai.

The Assistant Provincial Registrar, North-Western Province, Kurunegala, has appointed RATNAYAKA MUDIYANSELAGE LOKU BANDA to act as Registrar of Births and

Deaths of Madure korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for six days from November 1, 1928, during the absence of the Registrar, RAN BANDA MALM WALA, on leave. His office will be at Malmiwala.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKE MUDIYANSELAGE BANDA to act as Registrar of Births and Deaths of Pahalawisideke korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for eight days from November 1, 1928, during the absence of the Registrar, RANGE BANDARALAGE APPUHAMY UDUWERIYA, on leave. His office will be at Pahalagama.

The Provincial Registrar, Ratnapura, has appointed SUDASINHA MOHOTTALLAYE HENDRICK APPUHAMY to act as Registrar of Births and Deaths of Pussella division, in the Ratnapura District of the Province of Sabaragamuwa, on November 9, 1928, during the absence of the Registrar, SUDASINHA MOHOTTALLAYE DINGIRI NILAME, on leave. His office will be at Manannayewatta *al as* Kurunduwatta in Pussella.

The Assistant Provincial Registrar, Kegalla, has appointed DASANAYAKA MUDIYANSELAGE PUNCHI BANDA DASWATT to act as Registrar of Births and Deaths of Egodapota Tanipperu pattu division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for two days from October 30, 1928, during the absence of the Registrar, DASANAYAKE MUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Hitinawatta in Daswatta.

The Assistant Provincial Registrar, Kegalla, has appointed WICKRAMASINHA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Kiraweli pattuwa west division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for fifteen days from October 31, 1928, *vice* Registrar, W. M. MUDIYANSE, resigned. His office will be at Hitinawatta in Kukulponne.

The Assistant Provincial Registrar, Kegalla, has appointed HENADIRIKANKANAMALAGE DON PETER APPUHAMY to act as Registrar of Births and Deaths of Panawal korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on November 1, 1928, during the absence of the Registrar, DISANAYAKA RANASINHA ATAPATTU MUDIYANSELAGE PUNCHI BANDARA, on leave. His office will be at Pahalawalawwewatta in Panawala.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, November 6, 1928. Registrar-General.

IT is hereby notified that WEERASURIYA JAYAWARDENA SEMBUKUTIPATABENDIGE BASTIAN DE SILVA, Registrar of Births and Deaths of Alutgama and Malawan badda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, will, with effect from December 1, 1928, hold his office at Pelawatta in Alutgama East, instead of at Palliyawattain Alutgama East, as notified in the *Government Gazette* No. 5,864 of July 18, 1902.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, November 5, 1928. Registrar-General.

IT is hereby notified that KATHIRESAPILLAI PARASURAMA PILLAI, Registrar of Marriages (General) of Nintavur pattu division, in the Batticaloa District of the Eastern Province, holds, with effect from November 1, 1928, his office at Addappallam, instead of at Nintavur, as notified in the *Government Gazette* No. 7,538 of July 23, 1926.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, November 5, 1928. Registrar-General.

## GOVERNMENT NOTIFICATIONS.

O 480/27

IT is hereby notified for general information that the office hours for the attendance of Public Officers and Clerks of the Public Works Department Offices in Colombo will be from 9 A.M. to 1.30 P.M. on Saturdays and 9 A.M. to 4 P.M. on other working days as from and after November 12, 1928.

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

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

G 865/28

APPLICATIONS on form General 187 (F 2) from officers in Class I. of the Clerical Service for transfer to the post of Chief Clerk, Batticaloa Kachcheri, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before November 19, 1928.

Colonial Secretary's Office,  
Colombo, November 5, 1928.

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

G 686/28

APPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Interpreter, P. C., Balapitiya, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before November 19, 1928.

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

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

E 309/27

PURSUANT to the 2nd section of the Pension Minute of December, 1908, it is hereby notified that the holder of the office in the University College specified below is entitled to pension:—  
Lecturer in English Language and Literature (while held by Mr. D. M. Hussey).

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

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

## "THE CEYLON RAILWAYS ORDINANCE, 1902."

T 349/28

RULES made by the Governor, with the advice of the Executive Council under section 5 of "The Ceylon Railways Ordinance, 1902."

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

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

## RULES.

1. Paragraph (7) of rule 32 of the rules relating to the conveyance of traffic by passenger trains, published by Notification dated February 25, 1926, in the Supplement to *Government Gazette* No. 7,514 of February 26, 1926, is hereby revoked and the following paragraph is substituted therefor:—

*Members of the C. D. F. and the C. V. R. A. attending Target Practice.*—Members of the C. D. F. and the C. V. R. A. when travelling *bona fide* for the purpose of taking part in target practice will be conveyed at single fare for the double journey on production of warrants.

The warrants must be endorsed "For range practice" in red ink in the top right hand corner, and must be signed by a Commissioned Officer, who must enter on the back the name (or names) of the Member (or Members) and certify that the warrant is issued for target practice.

The warrants must be issued only to the range nearest the Members' residences except in the case of a Member taking part in an interteam competition fired for by all competing teams on the same range or attending the Annual Meeting of the Ceylon Volunteer Rifle Association or other recognized rifle meeting.

2. Paragraph (10) of the said rule 32 is hereby revoked.

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

U 340/28

**BY-LAWS** made by the Panadure Urban District Council, under sections 164 and 168 (11) (e) of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## BY-LAWS REFERRED TO.

1. The following by-laws shall be in force within that portion of the Panadure river which lies within the administrative limits of the Urban District Council of Panadure or within such other area as may hereafter be vested in the said Council.

2. Fishing by rod and line is permitted throughout the year.

3. Fishing by kraals is prohibited during the months of April, May, and June. At other times of the year it is permitted only under licence issued by the Chairman of the Council. Every kraal shall have a central gap thirty yards wide and inshore gaps at each end ten yards wide. The licence shall specify the situation of the kraal and the months during which fishing is prohibited.

4. No kraal for fishing shall be permitted within a distance of fifty yards from any other kraal.

5. The central gaps and inshore gaps shall be kept absolutely open and shall not be obstructed in any way, whether by submerged tats or strings of coconut leaves or any other obstruction.

6. No kraal shall extend to within fifteen yards of the centre of the river.

7. The extreme ends of the kraals towards the centre of the river shall be marked by high posts flying a flag during the day and having a lantern or other light attached during the night.

8. If the kraal is abandoned or a licence for another year is refused or not renewed, the stakes or other appendages pertaining thereto shall be pulled out and removed within forty-eight hours.

9. No kraal for fishing shall be erected between the mouth of the river and a straight line drawn across the river between two landmarks fixed opposite the Roman Catholic Church at Walana.

10. The catching of fish by means of gunny bags is absolutely prohibited. The use of the *Ma-dela*, *Nul-dela*, *Ara-dela*, and all other nets which are likely to destroy ova and small fry is prohibited.

11. The use of the *Atholi* is prohibited between the mouth of the river and a straight line drawn across the river between two landmarks fixed on either bank opposite the Panadure resthouse.

12. Between the straight line mentioned in the preceding by-law and the line of the northern boundary of the Panadure town produced westwards to the right bank of the river no *Atholi* shall be used except within a distance of fifty yards from either bank.

13. A licence fee of Rs. 7.50 shall be paid for each kraal or any portion thereof. Every licence and every renewal thereof shall be in force until the Thirty-first day of December of the year for which the same shall be granted.

14. Any person committing a breach of any one of the above by-laws shall be guilty of an offence and shall be liable on conviction to a fine not exceeding Rs. 50 for any one offence, and in the case of a continuing offence to an additional fine not exceeding Rs. 25 for every day during which the offence is committed after conviction or written notice from the Chairman of such contravention.

## "THE MOTOR CAR ORDINANCE, 1927."

W 592/28

**REGULATION** made by the Governor in Executive Council under sections 6 and 58 of the Motor Car Ordinance, 1927.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## REGULATION.

The highway specified in the schedule hereto is hereby declared to be suitable for lorry traffic, provided that a lorry using such highway shall not exceed 5 tons in weight when fully loaded and equipped.

## SCHEDULE.

*Central Province.*

The District Road Committee and Village Committee roads from the 27th mile on the Talagodapitiya-Yatawatta road to the Selegama factory.

## "THE MOTOR CAR ORDINANCE, 1927."

W 644/28

**R**EGULATIONS made by the Governor in Executive Council under sections 6 and 58 of the Motor Car Ordinance, 1927.

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

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

## REGULATIONS.

*Highways declared suitable for Use by Lorries or particular Types of Lorries subject to stated Conditions or Restrictions.*

1. These regulations shall come into operation on November 10, 1928.
2. The highways specified in Schedule A are hereby declared to be suitable for use by lorries other than trailers, subject to the conditions or restrictions contained in the said schedule and hereby imposed in respect of the use of any particular highway or part thereof, and provided that—
  - (a) The maximum weight of the lorry when fully loaded and equipped shall not exceed six tons in the case of four-wheeled lorries and seven tons in the case of six-wheeled lorries; and
  - (b) The maximum axle load shall not exceed four tons in the case of four-wheeled lorries and three tons in the case of six-wheeled lorries.

## SCHEDULE A.—Highways.

*Western Province.*

Approach road to Goods Shed, Alutgama.  
Approach road to Goods Shed, Beruwala.  
Approach road to Goods Shed, Kalutara South.  
Approach road to Railway Station, Alutgama.  
Approach road to Railway Station, Beruwala.  
Approach road to Railway Station, Kalutara North.  
Approach road to Railway Station, Kalutara South.  
Approach road to Railway Station, Katukurunda.  
Approach road to Railway Station, Lunawa from Galle road up to, but not across bridge (2 tons allowed from Railway Station up to and across bridge).  
Approach road to Railway Station, Moratuwa.  
Approach road to Railway Station, Paiyagala North.  
Approach road to Railway Station, Panadure.  
Approach road to Railway Station, Wadduwa.  
Chatham street extension.  
Colombo-Avissawella road (*viâ* Urugodawatta).  
Colombo-Kalutara-Bentota road (speed on Dehiwala bridge at Municipal boundary not to exceed 4 miles per hour).  
Colombo-Peradeniya-Kandy road (speed not to exceed 4 miles per hour over bridges No. 5/1 on the 5th mile and Nos. 51 and 53 on the 17th mile).  
Dematagoda-Wellampitiya road (speed not to exceed 4 miles per hour over Kolonnawa bridge).  
Etanamada-Jawatta road.  
Horana-Alutgama road (with the exception of the Anguruwatota ferry and Welipenne bridge on the 22nd mile).  
Panadure-Ingiriya road (from Panadure up to the 4th milepost 6 tons and from the 4th milepost to Ingiriya, 3 tons—speed not to exceed 4 miles per hour on the Bolgoda bridge).  
Urugodawatta road.

*Central Province.*

Annfield road.  
Bathford Valley road.  
Colombo-Kadugannawa-Peradeniya-Kandy road (speed not to exceed 4 miles per hour over bridges Nos. 51 and 53 on the 17th mile).  
Dotale road.  
Duckwari-Cottaganga road.  
Gampola-Lantern Hill road (up to Sinhapitiya estate factory road only).  
Gampola-Nawalapitiya road (speed not to exceed 4 miles per hour over the arched bridge near 18½ milepost at Ulapane and at 19½ milepost).  
Hatton-Norwood bridge road.  
Hatton-Talawakele road.  
Kandy-Gampola-Pussellawa road.  
Kandy-Rangalla road *viâ* Dumbara Valley, Rajawella, and Teldeniya.  
Nawalapitiya-Hatton road up to the Dunbar bridge *viâ* Abbotsleigh (with the exception of the bridge on the 5th mile on which the maximum weight allowed is 3 tons).  
Nawalapitiya-Kotmale road (to Talawakele).  
Peradeniya-Deltota road.  
Strathdon-Fruithill-Hatton road.  
Talawakele-Lindula-Agrapatna road.

Talawakele-Watagoda road (up to the turn off to Wata-goda estate factory).

Tispane road.  
Wattegama Railway Station *viâ* Madulkele up to, but not over, the Lebanonoya bridge on 23½ mile of the Madulkele-Bambaraela road (3 tons allowed from Lebanonoya bridge to Bambaraela).

Wattegama *viâ* Teldeniya to Nugatenne Gap. (*Note.*—A motor car of greater height than 8 feet 9 inches cannot pass under the aqueduct near the 16th milepost.)

*Southern Province.*

Broadway (new entrance road to Matara).  
Colombo-Matara road (speed not to exceed 4 miles per hour on Balapitiya bridge No. 37 on the 51st mile).  
Deniyaya-Hayes road.  
Galle-Akuressa road.  
Galle-Udugama road.  
Matara-Deniyaya road.  
Tihagoda-Kamburupitiya road.

*Province of Uva.*

Badulla-Bibile road.  
Bandarawela-Badulla road.  
Bandarawela-Haputale-Haldummulla road (speed not to exceed 4 miles per hour over bridge No. 157 near the 107½ milepost).  
Bandarawela-Leangahawela-Poonagala road.  
Bandarawela-Welimada road.  
Dickwella-Madulla road.  
Haldummulla-Koslanda-Wellawaya-Moneragala road (speed not to exceed 4 miles per hour across bridges between the 118th and 129th mileposts and 3 tons only maximum weight allowed).  
Haputale Railway Station roads.  
Koslanda-Poonagala road.  
Kumbalwela-Passara road.  
Naula-Spring Valley road.  
Passara-Madulsima road.

*Province of Sabaragamuwa.*

Approach roads to Ratnapura Railway Station and Goods Shed (with the exception of Church road).  
Colombo-Kegalla-Peradeniya-Kandy road (speed not to exceed 4 miles per hour over bridges Nos. 51 and 53 on the 17th mile).  
Dehiowita-Deraniyagala road up to the 7th milepost.  
Ellearawa-Pinnawela branch road.  
Karawanella-Glenella road.  
Polgahawela-Kegalla road.  
Rakwana-Bulutota road *viâ* bazaar up to river bridge.  
Ratnapura-Pelmadulla-Balangoda road up to the Keenagahaella road junction at the 87½ milepost (*viâ* Esplanade road and Cross street, excluding Main street from opposite house No. 228 to 56½ milepost).  
Ratnapura-Pelmadulla-Rakwana road (*viâ* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

3. The highways specified in Schedule B are hereby declared to be suitable for use outside Colombo by lorries other than trailers and six-wheeled lorries, subject to the conditions or restrictions contained in the first column of the said schedule and hereby imposed in respect of the use of any particular highway or part thereof, and provided that—

- (a) The maximum weight of the lorry when fully loaded and equipped shall not in each case exceed the weight specified in the corresponding entry in the second column of the said schedule; and  
(b) The maximum axle load shall not exceed three tons.

## SCHEDULE B.—Highways.

Western Province.		Column I.	Column II.
Column I.	Column II.		Tons.
	Tons.		
Agalawatta-Badureliya road .. ..	4½	Glenlyon-Preston road (speed not to exceed 3 miles per hour over Torrington bridge) .. ..	4½
Approach road to Railway Station, Angulana from Galle road up to but not across bridge (only 2 tons allowed from Railway Station up to and across bridge) .. ..	3	Golahenawatta-Yatawatta road .. ..	5
Approach road to Railway Station, Egoda Uyana ..	3	Gorge Valley road up to but not across Henford bridge .. ..	4½
Circular road south up to the Public Works Department Office (Kalutara North) .. ..	3½	Habarana-Kituluttu road up to boundary of the Eastern Province .. ..	3
Colombo <i>via</i> Negombo and Marawila to Madampe (only 3 tons allowed at 4 miles per hour over Toppu bridge) .. ..	3½	Iriyagama-Aladeniya road, 2nd to 6th mile .. ..	3
Coprahandiya road .. ..	4½	Kalalpitiya-Ukuwela road .. ..	5
Cotta road (with the exception of the bridges on the 5½ and 10½ miles) .. ..	3	Kandy-Ampitiya road .. ..	3
First Cross street (Kalutara North) .. ..	3½	Kandy-Matale-Nalanda-Dambulla road :—	
Hanwella-Bope road .. ..	3	(a) Kandy to 31st milepost (Nalandaoya bridge with the exception of the Katugastota bridge on which the maximum weight allowed is 3 tons) .. ..	4½
Hanwella-Labugama road .. ..	4½	(b) 31st milepost to Dambulla .. ..	3
Horawela-Moragala road .. ..	4½	Kandy-Rikiligasgoda-Padiapelella-Mulhalkele road with the exception of Mulhalkele bridge, Kurundo-oya .. ..	4½
Ja-ela-Kotadeniya road (speed not to exceed 4 miles per hour over bridge No. 27 on the 2nd mile) ..	3	Katugastota-Galagedera road .. ..	4½
Kalawellawa-Bellapitiya road .. ..	3	Katugastota-Madulkele road—	
Katukurunda-Nagoda-Matugama-Agalawatta road ..	4½	(a) Up to Madawella junction, 6¾ milepost .. ..	4½
Kelaniya-Biyagama road .. ..	4	(b) 6¾ milepost to 7¼ milepost .. ..	6
Kesbewa-Pokunuwita road .. ..	3	(c) 7¼ milepost to 9¼ milepost .. ..	4½
Kosgama-Pugoda road (no bridge over the Kelaniganga) .. ..	3	Kekirawa-Talawa road (0 to 15¼ miles) .. ..	3
Labugama road .. ..	4½	Kitulgala-Ginigathena road (from 62¾ to 63½ mileposts) .. ..	3
Mahahunupitiya-Mugurugampola road .. ..	4	Lindula-Nanu-oya-Nuwara Eliya road .. ..	4½
Mipe-Horana road .. ..	3	Madulkele-Kabaragala road .. ..	4½
Mirigama (Railway Station) up to but not across Giriulla bridge .. ..	4	Maradankadawela-Habarana road .. ..	3
Moratuwa-Kesbewa road .. ..	3	Maskeliya road :—	
Nagoda-Neboda road .. ..	3	(a) Glenugie-Upcot road .. ..	4½
Negombo-Giriulla road (not including Giriulla bridge and temporary bridge on 21st mile) .. ..	4	(b) Maskeliya to Cruden .. ..	4½
Negombo-Kotadeniya road .. ..	3	(c) Norwood bridge to Maskeliya .. ..	4½
Negombo-Veyangoda road .. ..	3	(d) Norwood-Upcot road (with the exception of the temporary bridge at 1st milepost, on which the maximum weight allowed is 2½ tons) .. ..	4½
Nugegoda-Piliyandala road .. ..	3	Nawalapitiya-Dolosbage road .. ..	3
Old ferry road (Kalutara North) .. ..	3½	Norton-Carolina road .. ..	3
Padukka-Bope-Ingiriya-Nambapana road (with the exception of the bridge on the 22nd mile on which the maximum weight allowed is 3 tons) .. ..	4	Norton-Glengariff-Osborne road (from Norton bridge to Glengariff) .. ..	3
Panadure-Ingiriya road (from Panadure to 4th milepost 6 tons) and from the 4th milepost to Ingiriya-speed not to exceed 4 miles per hour over the Bolgoda bridge on the 5th mile .. ..	3	Norton-Luccombe road (from Norton bridge to Aberdeen Gap) .. ..	3
Pasyala-Attanagala road .. ..	3	Norwood bridge-Campion road .. ..	4½
Second Cross street (Kalutara North) .. ..	3½	Nugatenne-Deanstone branch road .. ..	3
Tebuwana-Anguruwatota road .. ..	3	Nuwara Eliya town: The following roads within the limits of the Board of Improvement, Nuwara Eliya, not mentioned elsewhere in the list :—	
Temple road up to arrack warehouse No. 1 (Kalutara North) .. ..	3½	(a) Lady McCallum's drive .. ..	4½
Veyangoda-Bulatwedeniya road .. ..	4½	(b) Lawson street .. ..	4½
Veyangoda-Ruanwella road .. ..	4½	(c) Moon Plains road (the War Memorial to Badulla road junction) .. ..	4½
Walbotale-Keenadeniya road .. ..	3	(d) New Bazaar street .. ..	4½
		(e) Queen's Cottage to Hawa Eliya <i>via</i> Kachcheri corner .. ..	4½
		(f) Uda Pussellawa road junction to Brewery, Nuwara Eliya .. ..	4½
		Nuwara Eliya-Uda Pussellawa road .. ..	4½
		Nuwara Eliya-Welimada road .. ..	4½
		Oonanagala-Madulkele road (Public Works Department) .. ..	4½
		Padiyapelella-Ellamulla road .. ..	4½
		Palapatwela-Galawela road up to the 36th milepost only .. ..	5
		Pupuressa road .. ..	4½
		Pussellawa-Ramboda-Nuwara Eliya road .. ..	4½
		Rattota road .. ..	5

## Central Province.

Ambawela road .. ..	3
Approach road to Katugastota Railway Station ..	4½
Brookside-High Forest road .. ..	4½
Carolina road, 1·20 miles (approach road to Watawala Railway Station) .. ..	4½
Craighead-Somerset road .. ..	3
Deltota-Hewaheta-Rikiligasgoda road .. ..	4½
Embilimigama-Daulagala road .. ..	3
From Lebanonoya bridge on 23¼ mile of the Madulkele-Bambaraela road to Bambaraela (6 tons allowed from Wategama Railway Station <i>via</i> Madulkele up to Lebononoya bridge) .. ..	3









G 770/28

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes :—

Name.	Pensionable Appointment.	Seconded Service.
Mr. S. D. Perera	.. Clerk in Class II. of the Clerical Service	.. Clerk in the Office of the Public Trustee

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

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

“ THE LABOUR ORDINANCE, NO. 27 OF 1927.”

B 129/28

Notification No. 22.

IT is hereby notified that His Excellency the Governor, in exercise of the powers conferred on him by section 5 (5) of Ordinance No. 27 of 1927, has been pleased to appoint Mr. F. N. Daniels, J.P., U.P.M., Kurunegala, as a Member of the Estate Wages Board for the Revenue District of Kurunegala, *vice* Mr. D. F. C. Dyson, Andigama estate, Giriulla, resigned.

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

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

“ THE CEMETERIES AND BURIALS ORDINANCE, NO. 9 OF 1899.”

K 991/28

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the above-named Ordinance, and on the recommendation of the “proper authority,” to wit, the Government Agent of the Western Province has been pleased to approve the allotment of land set out in the schedule hereto being provided and used as a burial ground for the members of the families of Amaratunge Suddappu (No. 1), Amaratunge Suddappu (No. 2), Amaratunge Bastian, Amaratunge Don Leyas Singho, Amaratunge Haramanis, and Gamalathge Podi Appu, all of Handupelpola in Udugaha pattuwa of Rayigam korale, in the Kalutara District.

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

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

SCHEDULE.

Portions of two allotments of land called Millegahawatta and Welabodahena (forming one lot), situate at Handupelpola village in Udugaha pattuwa of Rayigam korale, in the Kalutara District of the Western Province, containing in extent 36 perches, and shown on Licensed Surveyor's plan No. 2,506 of August 17, 1928; and bounded as follows: on the north by Millegahawatta claimed by A. Don Haramanis and others; east by Millegahawatta claimed by A. Don Haramanis and others, and Welabodahena claimed by A. Don Leyas Singho and others; south by Welabodahena claimed by A. Don Leyas Singho and others; and west by Digorallekumbura claimed by A. Don Haramanis and another.

“ THE CEYLON POST OFFICE ORDINANCE, 1908.”

P 113/28

RULE made by the Governor in Executive Council, under sections 9 and 10 of “The Ceylon Post Office Ordinance, 1908,” and section 11 of “The Interpretation Ordinance, 1901.”

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

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

RULE.

Rules 51 and 53 of the rules made under “The Ceylon Post Office Ordinance, 1908,” published by Notification dated February 26, 1909, in the Supplement to the *Government Gazette* No. 6,297 of the same date, as amended by the Notification dated November 11, 1918, in *Government Gazette* No. 6,977 of November 14, 1918, are hereby rescinded, and the following rules substituted therefor, with effect from November 9, 1928 :—

51. *Postage*.—The rates of postage chargeable on parcels shall be as follows :—

For a parcel not exceeding 1 lb. in weight, 25 cents; and 10 cents for every additional lb. or fraction thereof, up to a maximum weight of 20 lb.

The postage on a parcel shall be prepaid.

53. *Weight and Size*.—A parcel shall not exceed 20 lb. in weight. A parcel shall not be of a kind which, owing to size, shape, manner of packing, or any other cause, cannot be carried by post without serious inconvenience or risk. The size allowed for an inland parcel shall be—

	Ft. In.
Greatest length .. .. .	3 6
Greatest length and girth combined .. .. .	6 0

(Continued on page 3864.)

## NOTICES CALLING FOR TENDERS.

**S**CHEDULES of rates are hereby invited for improvements to Old Government Factory, Colombo.

2. The whole of the work is to be undertaken on an agreement to be entered into by the Director of Electrical Undertakings and the contractor on the basis of the accepted tendered schedules of rates.

3. Bill of quantities and form of agreement can be seen, and all other information obtained at the office of the Director of Electrical Undertakings any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 1.30 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Director of Electrical Undertakings, duly signed and dated, and forwarded in securely sealed envelopes, and addressed to the Director of Electrical Undertakings, endorsed on the outside "Schedules of Rates for Improvements to Old Government Factory, Colombo," so as to reach his office at or before 12 noon on Tuesday, November 27, 1928.

5. Any alterations made in the tender should bear the initials of the tenderer.

6. The successful tenderer will be required to complete and hand over the work to the Director of Electrical Undertakings or his representative on or before a date to be agreed upon.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with another 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 Electrical Undertakings, for reasons which appear to him sufficient, objects after giving notice of his objection in writing.

8. The successful tenderer will be required to deposit a sum of Rs. 500. as security for the proper fulfilment of his agreement.

9. The Director of Electrical Undertakings does not bind himself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in bill of quantities or in any one item to any one contractor.

J. S. PITKEATHLY,  
Director of Electrical Undertakings.

Office of the Director of Electrical Undertakings,  
Colombo, November 6, 1928.

**T**ENDERS are hereby invited for the supply of cork carpeting for the floors of the New Council Chamber, Colombo.

2. The specifications, bills of quantities, and general conditions of contract can be seen at the Office of the Construction Engineer, Public Works Department, Colombo, on any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. to 2 P.M.).

All facilities will be given to intending tenderers to visit the Council Chamber works in order to take their own measurements, &c., and every effort will be made to hand over rooms for the exclusive use of the contractor during the process of carrying out the carpeting, but the periods of such handing over must be mutually convenient. Plans showing the areas to be covered together with samples of the required materials may be seen at the Public Works Department Head Office at the above-stated hours.

3. Tenders and schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the Construction Engineer, Public Works Department, Colombo, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Tender for the Supply of Cork Carpeting, New Council Chamber, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon, Monday, November 26, 1928.

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, November 7, 1928.

**S**CHEDULES of rates are hereby invited for overhauling Curator's bungalow, Hakgala Botanic Gardens, Nuwara Eliya District.

2. The whole of the work to be undertaken on an agreement to be entered into by the District Engineer, Nuwara Eliya, and the contractor on the basis of his accepted tendered schedules of rates, and finally subject to the approval of the Provincial Engineer, Central Province (South), Nuwara Eliya.

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya, and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedules of Rates for Overhauling Curator's Bungalow, Botanic Gardens," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, November 28, 1928. All imported articles, such as blasting powder, fuse, steel, iron bars, cement, corrugated iron sheets, hoop steel, galvanized iron ridging, liquid fuel, paint, linseed oil, turpentine, fittings for doors and windows, fire bricks and fire clay, eaves gutterings and down piping, and heating stove will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

8. The successful tenderer will be required to complete and hand over the work to the District Engineer, Nuwara Eliya, on or before a date to be agreed upon.

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

list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province (South), Nuwara Eliya, for reasons which appear to him sufficient, objects after giving notice of his objection in writing.

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, November 7, 1928.

**S**CHEDULES of rates are hereby invited for rebuilding Cooily lines, Hakgala Botanic Gardens, Nuwara Eliya District.

2. The whole of the work to be undertaken, on an agreement to be entered into by the District Engineer, Nuwara Eliya, and the contractor on the basis of his accepted tendered schedules of rates, and finally subject to the approval of the Provincial Engineer, Central Province (South), Nuwara Eliya.

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya, and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedules of Rates for rebuilding Cooily Lines, Hakgala Botanic Gardens," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, November 28, 1928. All imported materials such as blasting powder, fuse, steel, iron bars, cement, corrugated iron sheets, hoop steel, galvanized iron ridging, fittings for doors and windows, liquid fuel, paint, linseed oil, and turpentine will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

8. The successful tenderer will be required to complete and hand over the work to the District Engineer, Nuwara Eliya, on or before a date to be agreed upon.

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

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, November 7, 1928.

**S**CHEDULES of rates are hereby invited for additions to Agricultural Station, Galle.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedules of Rates for Additions to Agricultural Station, Galle," so as to reach the offices of the foregoing officers on or before 12 noon on December 3, 1928. All imported articles, such as cement, fittings for doors and windows, paint, linseed oil, and turpentine will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Galle, November 5, 1928.

**S**CHEDULES of rates are hereby invited for quarters for the Superintendent of Surveys, Galle.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedules of Rates for Quarters for the Superintendent of Surveys, Galle," so as to reach the offices of the foregoing officers on or before 12 noon on December 3, 1928. All imported articles, such as cement, fittings for doors and windows, paint, linseed oil, and turpentine will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. Government reserves to itself the right to supply the contractor with any other materials which may be necessary

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

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

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

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

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

Public Works Office,  
Galle, November 5, 1928.

**S**CHEDULES of rates are hereby invited for additions to Dandagamuwa hospital.

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

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

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Dandagamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedule of Rates for additions to Dandagamuwa Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on November 19, 1928.

All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, November 6, 1928.

**S**CHEDULES of rates are hereby invited for constructing an additional store, Public Works Department, Dandagamuwa.

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

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

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Dandagamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedule of Rates for Additional Store, Public Works Department, Dandagamuwa," so as to reach the offices of the foregoing officers on or before 12 noon on November 19, 1928.

All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, November 6, 1928.

**S**CHEDULE of rates are hereby invited for quarters for Assistant Postmaster, Kurunegala.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Kurunegala, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Kurunegala, endorsed on the outside "Schedules of Rates for Quarters for Assistant Postmaster, Kurunegala," so as to reach the offices of the foregoing officers on or before 12 noon, November 20, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, November 6, 1928. for Director of Public Works.

SCHEDULE of rates are hereby invited for additions and improvements to Ridigama hospital.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Kurunegala, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Kurunegala, endorsed on the outside "Schedules of Rates for Improvements, Ridigama Hospital," so as to reach the offices of the foregoing officers on or before 12 noon, November 20, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, November 6, 1928. for Director of Public Works.

SCHEDULE of rates are hereby invited for the construction of an office, store, and quarters for Telegraph Inspectors, Polgahawela.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Kurunegala, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Kurunegala, endorsed on the outside "Schedules of Rates for Telegraph Inspectors' Quarters, Polgahawela," so as to reach the offices of the foregoing officers on or before 12 noon on November 26, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, November 6, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for improvements to the District Engineer's bungalow, Dandagamuwa.

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

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

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Dandagamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedule of Rates for Improvements to the District Engineer's Bungalow, Dandagamuwa," so as to reach the offices of the foregoing officers on or before 12 noon on November 19, 1928.



All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

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

Public Works Office,  
Colombo, November 6, 1928.

**S**CHEDULES of rates are hereby invited for additions and improvements to Police Magistrate's Quarters, Dandagamuwa.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Dandagamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedules of Rates for Additions and Improvements to Police Magistrate's Quarters, Dandagamuwa," so as to reach the offices of the foregoing officers on or before 12 noon on November 26, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office,<sup>1</sup> for Director of Public Works.  
Colombo, November 6, 1928.

**S**CHEDULES of rates are hereby invited for additions and improvements to Kachcheri Mudaliyar's Quarters, Puttalam.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Puttalam, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Puttalam, endorsed on the outside "Schedules of Rates for Additions and Improvements to Kachcheri Mudaliyar's Quarters, Puttalam," so as to reach the offices of the foregoing officers on or before 12 noon, on November 26, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office,  
Colombo, November 6, 1928. for Director of Public Works.

**S**CHEDULE of rates are hereby invited for erecting New Stores for the Public Works Department Yard, Puttalam.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer,

Puttalam, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Puttalam, endorsed on the outside "Schedules of Rates for New Stores for Public Works Department, Puttalam," so as to reach the offices of the foregoing officers on or before 12 noon on November 26, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items necessitating their use.

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

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

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

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

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

Public Works Office,  
Colombo, November 6, 1928.

**S**CHEDULE of rates are hereby invited for improvements to the Office of the Assistant Provincial Registrar, Kegalla, in Kegalla District, Province of Sabaragamuwa.

2. The whole of the work to be undertaken on an agreement to be entered into with the District Engineer, Kegalla, by the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Sabaragamuwa. Payment will be made monthly, or as agreed, on voucher, except for extras of which agreement must be made.

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

4. Schedule of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedule of Rates for Improvements to the Office of the Assistant Provincial Registrar, Kegalla," so as to reach the offices of the foregoing officers on or before 12 noon, on Saturday, November 24, 1928. The following imported materials—cement, tiles, brass and iron fittings, all iron and steel bars, expanded metal, paint, varnish and oil—will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 50 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kegalla. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender, when called on to do so, the deposit will be forfeited.

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

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

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

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

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

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

Public Works Office,  
Colombo, November 6, 1928.

**S**CHEDULE of rates are hereby invited for the construction of quarters for Office Assistant, Kegalla, in Kegalla District, Province of Sabaragamuwa.

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

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

4. Schedule of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedule of Rates for the construction of Quarters for Office Assistant, Kegalla" so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, November 24, 1928. The following materials—cement pudlo, R. S. joists, fittings for doors and windows, expanded metal, tiles, valley guttering, eaves guttering, down pipes, brackets, clips, corner heads, &c., paint, oil, liquid fuel, dark stain, turpentine, tar, barbed wire, all iron and steel bars, C. I. ventilators, zinc sheeting, and E. C. buckets—will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

7. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 50 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kegalla. The

deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender, when called on to do so, the deposit will be forfeited.

8. Before any tender is accepted the contractor will be required to deposit a sum of Rs. 500 in the Kegalla Kachcheri, as security for the due and proper performance of the works in accordance with the specification and the general conditions therein set forth.

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

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

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

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, November 6, 1928.

**S**CHEDULES of rates are hereby invited for the construction of a New District Court at Avissawella.

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

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

4. Schedule of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Avissawella. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedule of Rates for the Construction of a New District Court at Avissawella," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, November 24, 1928.

5. The following materials will be supplied free of charge on the site to the contractor for use in certain items of work as set forth in the bill of quantities, and the rates submitted for these items should be exclusive of the cost of the materials supplied—cement, pudlo, Calicut tiles, steel bars, G. I. sheets, D. E. latrine seat and bucket, G. I. eaves guttering, cistern heads, 4-in. down piping, paint, solignum, and record presses.

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

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

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

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

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

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

E. W. BARTHOLOMEW,  
for Director of Public Works.  
Public Works Office,  
Colombo, November 6, 1928.

**T**ENDERS are hereby invited for the service described in the schedule and general conditions annexed.

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

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

4. Tenders should be marked "Tender for the Supply of Timber in the Log and Sleepers from Bowetenne Forest, in Central Division" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue, not later than Tuesday, December 4, 1928.

5. Tenders are to be made upon forms which will be supplied upon application to the Divisional Forest Office, Nuwara Eliya, and no tender will be considered unless it is on the recognized form. All 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 to enter into the contract and bond, or fail to furnish approved security, or fail to undertake the work immediately, if necessary within ten days of receiving notice in writing from the Divisional Forest Officer 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. Contract may not be assigned or sublet without the authority of the Tender Board, previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors, authorizing him to carry on the work under this contract.

8. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become sureties for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond or the due fulfilment of the contract. The amount of cash security required is Rs. 500. All other necessary information can be ascertained, and the draft contract inspected upon application at the office referred to in section 5.

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

11. Separate rates—(i.) rate per cubic foot of timber in the log; (ii.) rate per Broad Gauge Sleeper; and (iii.) rate per Narrow Gauge Sleeper should be quoted, written both in words and figures.

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

13. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Divisional Forest Officer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. 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) All trees enumerated and stamped for felling shall be felled by the contractor. Close utilization, avoidance of wastage, and adequate outturn will be insisted on, and the contractor will be liable to pay the royalty value of any timber wasted by inefficient utilization, together with any compensation, the Divisional Forest Officer may demand in respect thereof.

(b) No enumerated trees not previously stamped for felling by a Forest Officer shall be felled, and any breach of this rule renders the contractor liable in the same way as if such felling is an illicit felling as defined by the rules of the Forest Ordinance, No. 16 of 1907.

(c) The trees felled shall be converted as under to yield:—

(i.) (a) 2,800 cubic feet of kolon in logs 10 feet and over in length and 4 feet and over in mid-girth.

(b) 154 cubic feet of suriyamara in logs 10 feet and over in length and 4 feet 6 inches and over in girth.

*Note.*—Logs shall be trimmed before delivery at the Matale Railway Station Depôt as follows:—

Each end shall be sawn with a clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting. All logs shall be barked before delivery, and payments will be only made on measurements taken after such operations. Transport of logs from the felling area to Matale shall be by means of double sling carts or single sling carts for logs under 18 feet in length, unless the Divisional Forest Officer sanctions any other transport method in writing. For purposes of payment mid-girth measurements of logs will be taken.

(ii.) Not less than 200 Broad Gauge sleepers. Broad Gauge sleepers shall be of sound material—sapwood or parts rendered defective by fungus or by any other cause shall not be sawn for the purpose; they shall be sawn parallel on all sides and be rectangular in shape. They shall be of the following dimensions:—9 feet in length by 8 inches by 4 inches in cross-section, and shall be of satin species.

(iii.) Not less than 800 Narrow Gauge sleepers. They shall be similar in all respects to Broad Gauge sleepers, with the exception that they shall be of the following dimensions:—5 feet in length by 4 inches by 5 inches in cross-section.

*Note.*—Both end faces of all sleepers shall be covered with a thin coating of tar or suitable paint to eliminate the risk of splitting.

(d) Where material is rejected, the contractor shall not be entitled to any payment whatever.

(e) The contractor shall receive payment from the Divisional Forest Officer, Central Division, Nuwara Eliya, for all material delivered and stacked at the Matale Railway Station Depôt and accepted by the Divisional Forest Officer.

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

(g) All material felled and converted shall be stacked and delivered at the Matale Railway Station Depôt not later than June 30, 1929, and 66 per cent. of such material shall be stacked and delivered not later than April 30, 1929.

(h) Work shall be started within fifteen days of signing the contract, and the contract shall be in force till June 30, 1929.

#### Schedule.

To fell by saw and axe or saw alone within 18 inches of the ground, sufficient trees of kolon, suriyamara, and satin standing in a block of Crown forest known as Bowtenne in the Matale District, which have been enumerated for felling by a Forest Officer, and to convert all such trees as specified in the general conditions and transport all such converted material, and stack them neatly under suitable shelter at the Matale Railway Station Depôt.

No material whatever can be removed from the area of exploitation to the final delivery depôt including intermediate depôts, unless they are duly stamped by a Forest Officer, and unless removal permits or cartnotes are obtained for all material in transit.

The distance of transport from the above forest to the Matale Railway Station is about 27 miles as follows:—

From forest to Kongahawela . . . 5 miles (3 miles by Gansabhawa road and 2 miles through forest)

From Kongahawela to Naula . . . 4 miles

From Naula to Matale . . . 18 miles

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, November 6, 1928.

SCHEDULES of rates are hereby invited for new Bandarawela water supply.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, and that of the District Engineer, Diyatalawa, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Diyatalawa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Diyatalawa, endorsed on the outside "Schedule of Rates for New Bandarawela Water Supply," so as to reach the offices of the foregoing officers on or before 12 noon on November 15, 1928. The following imported materials will be supplied by Government:—Pipes, valves, specials, cement, steel, powder, fuse, baskets, reinforcing iron, type moulds for concrete posts, pipe laying and jointing tools, lead, and hemp. The rates quoted by the contractor should be omitting the value of the above-mentioned materials supplied by Government.

5. Government reserves to itself the right to supply the contractor with any other materials which may be necessary in the execution of the work included in any agreement, and to recover the cost thereof as indicated in Government Stores Price List, plus 25 per cent., as also Customs duty, transport, and packing charges, &c.

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

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

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

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

Public Works Office,  
Colombo, October 31, 1928.

## SALE OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned unserviceable articles will be sold by public auction at the Colombo Museum on Monday, the 12th instant, at 10.30 A.M. :—

One lot old wire-netting, &c.

The Museum,  
Colombo, November 6, 1928.

JOSEPH PEARSON,  
Director.

THE following unserviceable articles will be sold by public auction on Friday, November 16, 1928, at 2 P.M., at the Master Attendant's Office, Colombo :—

1 book stand  
1 lawn mower  
1 book case  
1 pigeon-hole  
1 hat and umbrella stand  
1 bell, office

1 tumbler, aluminium  
1 bodkin  
1 tug, wooden model  
1 safe, wooden  
2 Japan hand lamps

Master Attendant's Office,  
Colombo, November 1, 1928.

CLIVE H. ROBINSON,  
for Master Attendant.

IT is hereby notified for general information that the under-mentioned unserviceable articles will be sold by public auction on Saturday, November 17, 1928, at 12.30 P.M. at the College House, Thurstan road, Colombo :—

17 buckets (latrine)	1 watering can
6 buckets (water)	1 arm chair
6 benches	1 student's desk
5 benches (short)	1 lot planks
3 rat traps	

University College,  
Colombo, October 27, 1928. Principal, University College.

NOTICE is hereby given that the under-mentioned unserviceable articles of the Anuradhapura Prison will be sold by public auction on Monday, November 12, 1928, at 9.30 A.M. at the Jail premises :—

1 clock, Seth Thomas	2 razors
1 cot, wooden	1 tray, rice cooking, wooden

The Prison,  
Anuradhapura, October 26, 1928.

H. S. M. HOARE,  
for Superintendent of Prison.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended November 3, 1928.

**Births.**—The total births registered in the city of Colombo in the week were 212 (10 Burghers, 113 Sinhalese, 45 Tamils, 27 Moors, 9 Malays, and 8 Others). The birth-rate per 1,000 per annum calculated on the estimated population on July 1, 1928, viz., 264,713 was 41.9, as against 41.7 in the preceding week, 36.1 in the corresponding week of last year, and 32.6 the weekly average for last year.

**Deaths.**—The total deaths registered were 152 (6 Burghers, 88 Sinhalese, 32 Tamils, 18 Moors, 4 Malays, and 4 Others). The death-rate per 1,000 per annum was 30.0, as against 30.2 in the previous week, 22.3 in the corresponding week of last year, and 27.6 the weekly average for last year.

**Infantile Deaths.**—Of the 152 total deaths, 34 were of infants under one year of age, as against 40 in the preceding week, 27 in the corresponding of the previous year, and 30 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 16.

**Principal Causes of Death.**—1. (a) Twenty-two deaths from *Pneumonia* were registered, 10 in Maradana hospitals (including 1 death of a non-resident), 4 in Kotahena South, 2 each in San Sebastian and Wellawatta South, and 1 each in St. Paul's, Kotahena North, Maradana East, and Maradana South, as against 16 in the previous week and 19 the weekly average for last year.

(b) Four deaths from *Bronchitis* were registered, 2 in Maradana hospitals (including 1 death of a non-resident) and 1 each in Kotahena North and Maradana East, as against 3 in the previous week and 3 the weekly average for last year.

(c) One death from *Influenza* was registered in St. Paul's, as against 8 in the previous week and 6 the weekly average for last year.

2. (a) Ten deaths from *Phthisis* were registered, 2 each in New Bazaar, Maradana hospitals, and Maradana North and 1 each in San Sebastian, Kotahena North, Slave Island, and Wellawatta South, as against 12 in the previous week and 11 the weekly average for last year.

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

3. (a) Two deaths from *Enteric Fever* were registered in Maradana hospitals, as against 5 in the previous week and 2 the weekly average for last year.

(b) One death from *Enteric Fever* of a resident of Colombo town occurred at the Infectious Diseases Hospital, Angoda, during the week.

4. Two deaths from *Measles* were registered, 1 each in Kotahena South and Wellawatta North, as against nil in the previous week and nil the weekly average for last year.

5. Twelve deaths from *Infantile Convulsions* were registered, 10 from *Debility*, 7 from *Diarrhoea*, 6 each from *Dysentery* and *Enteritis*, 4 from *Worms*, 3 each from *Homicide* and *Puerperal Septicaemia*, 2 from *Accidents*, 1 from a probable case of *Asphyxia* from drowning, and 57 from *Other Causes*.

6. Twenty-one cases of *Measles* (1 in Port), 10 of *Chickenpox*, and 3 of *Enteric Fever* were reported during the week, as against 15, 8, and 4, respectively, of the preceding week. No case of *Plague* was reported during the week, 1 was reported in the preceding week.

**State of the Weather.**—The mean temperature of air was 79.9°, against 79.7° in the preceding week and 81.5° in the corresponding week of the previous year. The mean atmospheric pressure was 29.931 in., against 29.905 in. in the preceding week and 29.877 in. in the corresponding week of the previous year. The total rainfall in the week was 2.88 in., against 4.76 in. in the preceding week and 0.26 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, November 6, 1928.

ED. A. JAYASEKERA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

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

1. THE name of the Company is "THE WALAPANE TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To acquire and take over Walapane and Mahawwa estates, situate in the Walapane district of the Island of Ceylon and with a view thereto to adopt and carry into effect either with or without modification an agreement Nos. 1,456/875 dated September 24, 1928, and expressed to be made between Archibald Thomas Sydney Smith and Francis Charles Liesching of the one part and Mackwoods, Limited, of the other part.
  - (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 or 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.

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- (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 debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into Thirty thousand (30,000) ordinary "A" shares and Seventy thousand (70,000) ordinary "B" shares both of Rupees Ten (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) 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.
F. O. MACKWOOD, Colombo .. .. .	One
H. F. PARFITT, Colombo .. .. .	One
J. C. KELLY, Colombo .. .. .	One
W. D. MORTON, Colombo .. .. .	One
K. W. TAYLOR, Colombo .. .. .	One
E. C. FORD, Colombo .. .. .	One
JOS. F. MARTYN, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to the above signatures, at Colombo, this Sixteenth day of October, 1928:

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

## ARTICLES OF ASSOCIATION OF THE WALAPANE TEA COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

1. In the interpretation of these presents the marginal notes shall not affect the construction, and the following words and expressions shall have the following meanings, unless such meanings be inconsistent with, or repugnant to, the subject or context, viz. :—

The word "Company" means the above-named Company.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

"Writing" means printed matter as well as writing.

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

2. The Company shall forthwith adopt the agreement referred to in sub-clause (a) of clause 3 of the Memorandum of Association and shall carry the said agreement into effect with such modification (if any) as may be agreed upon and 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 Walapane, and Mahawewa estates, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 30,000 ordinary "A" shares and 70,000 ordinary "B" shares of 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 subject only to the right of the registered holders of the "A" ordinary shares to subscribe for and have issued to them or their nominees fifteen thousand (15,000) ordinary "B" shares at par in proportion to their holdings on September 30, 1933. Provided always that if such right is not exercised on or before December 31, 1933, the same shall lapse.

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of 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 hereto as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion allot such new shares or any portion of them to the vendor or vendors of any 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. The Company may pay a reasonable sum for brokerage.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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 38 to become a Shareholder in respect of any share.

19. 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.

#### CERTIFICATES.

20. 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.

21. 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.

22. The certificates of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

#### CALLS.

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

24. 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.

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

26. 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.



27. 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.

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

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

30. 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.

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

32. 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 Articles 32 shall register the transferee as a Shareholder and retain the instrument of transfer.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. If any person who shall become entitled to be registered in respect of any share under clause 37 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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 42 hereof, shall be redeemable after sale or disposal.

46. 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.

47. 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.

48. 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.

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

50. 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.

51. 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.

52. 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.

53. 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.

54. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000).

55. 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 Secretaries 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.

56. 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.



57. 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, allotments of shares, or otherwise.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

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

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

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

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

66. 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 object 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.

67. 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.

68. 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.

69. 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.

70. 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 two or more Shareholders entitled to vote.

71. 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.

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

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

74. 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.

75. 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.

76. 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

77. If at any meeting a poll be demanded by some Shareholder or his proxy or attorney, or in the case of a special resolution by five Shareholders, or their proxies or attorneys present 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.

78. 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.

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

80. 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 up to one hundred and an additional vote for every one hundred shares beyond the first ten up to 100.

81. 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.

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

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

84. 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.

85. 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.

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

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

*The Walapane Tea Company, Limited.*

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

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

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

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

**DIRECTORS.**

89. 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 ten fully or partly paid shares in the Company, upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

90. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three 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. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in execution of their duties as Directors.

91. The first Directors shall be Mr. A. T. Sydney Smith of Lindula, who will join the Board after allotment and Messrs. H. F. Parfitt and J. C. Kelly of Colombo. 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.

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

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

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

#### ROTATION OF DIRECTORS.

93. 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 article 94.

94. 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.

95. 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.

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

97. 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.

98. 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.

99. 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.

100. 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.

101. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary or Secretaries 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.

102. 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.

103. 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 respective 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.

104. 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.

105. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, or Secretary of the Company.
- (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 101.
- (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 being a member of a firm who are agents, or secretaries, or solicitors, of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

106. The Directors shall have power to lease, purchase, or acquire any lands, estates, or property they may think fit, or any share or shares thereof.

107. 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. 125 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.

108. 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.

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

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

110. 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.

111. 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.

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

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

#### PROCEEDINGS OF DIRECTORS:

114. 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.

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

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

121. 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.

#### MINUTES.

122. 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.

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

#### SEAL.

124. 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.

#### AGENTS AND SECRETARIES.

125. The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

#### ACCOUNTS.

126. 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.

127. 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.

128. 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.

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

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

136. 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.

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

138. 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.

139. 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.

140. 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.

141. 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.

142. 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.

143. 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.

144. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend 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 article the Directors may settle any difficulty which may rise 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.

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

146. 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.

147. 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.

148. Notice of any dividend that has been declared, or 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.

149. 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.

150. 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.

151. 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.



152. 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.

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

154. 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.

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

156. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 152, 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.

157. 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.

158. 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.

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

F. O. MACKWOOD, Colombo.

H. F. PARFITT, Colombo.

J. C. KELLY, Colombo.

W. D. MORTON, Colombo.

K. W. TAYLOR, Colombo.

E. C. FORD, Colombo.

JOS. F. MARTYN, Colombo.

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

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

## MEMORANDUM OF ASSOCIATION OF CRICHTON AND EDWARD, LIMITED.

1. THE name of the Company is "CRICHTON & EDWARD, LIMITED."
2. The registered office of the Company is to be established in Kandy.
3. The object for which the Company is to be established are—
  - (a) To purchase or otherwise acquire and take over from Messrs. Crichton & Edward, as a going concern the business of printers, stationers, &c., carried on by them at Nos. 398 and 399, Trincomalee street, Kandy, under the name, style, and firm of Crichton & Edward, together with all the stock-in-trade, assets, effects, book debts, and the goodwill thereof.
  - (b) To carry on in Ceylon or in any part of the world all or any of the following businesses:—
 

Stationers, book-sellers, journalists, literature agents, printers, publishers, bookbinders, engravers, photographers, lithographers, paper makers, card board manufacturers, designers, draughtsmen, ink manufacturers, type foundry, die sinkers, envelope manufacturers, machine rulers, block makers, machine, letter press, copper plate, lithographic, electrotype, and other printers and engravers, account book manufacturers, numerical printers, paper bag and account book makers, box makers, railway, tramway, and other ticket manufacturers, dealers in parchment, paper manufacturers, law stationers, type writers, type copyists, dealers in materials used in the manufacture of paper, newspaper proprietors and publishers, press correspondents, news agents, telegraphic and general agents, reporters, magazine proprietors, art journalists, book and print sellers, purchasers and sellers of copyrights, pictures, books, music, and songs, manufacturers and dealers in paper of all kinds and articles made from paper or pulp and materials used in the manufacture or treatment of paper, manufacturers and dealers in paints, varnishes, and printing inks, dealers in pictures, holders of exhibitions of pictures, makers and sellers of picture frames, ~~artists colours coils~~ paint brushes, and other instruments articles and ingredients relating to any such business, dealers in stamps, contractors for advertisements and advertising, advertising agents, bill posters, manufacturers of posters, dealers in apparatus plant appliances, and materials used by advertising contractors, dealers in fabrics and materials of all kinds, dealers in school stationery of every description, dealers in school books, dealers in paper decorations of every description, dealers in china, curiosities, articles of vertu, gold, silver, and plated goods, watches, clocks, chronometers, optical and scientific instruments and appliances of every description, ~~surgical appliances~~, dealers in cotton, silk, woollen, linen, hemp, jute, and other yarns, and all kinds of fabrics, and articles manufactured from such yarns, dealers in all kinds of leathers, imitative leathers, rubbers, waterproof goods and articles manufactured therefrom, cloths of every description, manufacturers and dealers in saddlery, harness, trunks, travelling bags, suit cases, and every description of leather goods, tobacconists, dealers in matches, fireworks, fuses, lights, walking sticks, umbrellas, tins, canisters, cardboard and other boxes, hair and other brushes, combs, razors, scissors, soaps, sponges, and other toilet requisites, playing cards, fancy goods, and articles of every description, promoters of competitions of any description and business of a character similar or analogous to the foregoing or any of them or connected therewith.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, compositors, binders, machine minders, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any at such rate as shall be thought fit.
  - (d) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
  - (e) To act as financial adviser, and to facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares, stocks and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.
  - (f) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
  - (g) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above business or operations, or usually dealt in by persons or companies engaged therein.
  - (h) To purchase, take on lease, or otherwise acquire, and deal in immovable and movable property of all kinds, and any interests therein, including reversions, mortgages, charges, annuities, patents, licences, policies, book debts, investments, and claims of every kind.
  - (i) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, colonial or foreign licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any secret or other 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, or grant licences in respect of or otherwise turn to account the property, rights or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions or voyages of discovery that may appear to be likely to benefit the Company.
  - (j) To acquire by purchase or otherwise or to establish periodicals, newspapers, magazines, books, journals, and other literary works, or the goodwill thereof, and to undertake and carry on the same.
  - (k) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company or otherwise for any of the purposes of the Company, and to offer and grant prizes, rewards, and premiums of such character, and on such terms as may seem expedient.
  - (l) To undertake and transact all kinds of agency which an ordinary individual may legally undertake.
  - (m) To provide for, furnish, or secure to any Shareholders of the Company, or customers of, or to any subscribers to or purchasers or possessors of any publication of the Company or of any coupon or ticket issued with any publication of the Company any chattels, conveniences, advantages, benefits, or special privileges which may seem expedient, and either gratuitously or otherwise.
  - (n) To carry on such other business and processes in connection with the above-mentioned business as are customarily or usually carried on in connection therewith or are naturally inclined thereto.
  - (o) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.



- (p) To purchase or by other means acquire any properties movable or immovable or any other freehold, leasedhold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property and any buildings, factories, mills, offices, works, roads, machinery, engines, plant, vessels, or things, or rights whatever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.
- (q) To acquire and undertake the whole or any part of the business goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, union of interests, co-operation, or joint adventure or for limiting competition or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, or securities that may be agreed upon, and to hold and retain or sell, mortgage, and deal with any such shares, debentures, or securities so received.
- (r) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works roads, machinery, engines, walls, fences, or other works and conveniences or to join with any person, firm, or Company in doing any of the aforesaid, and to work, manage, and control the same, or join with others in so doing.
- (s) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise mortgage, sell, dispose of, turn to account, grant rights, and privileges, in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (t) 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.
- (u) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
- (v) To borrow or raise money in such manner as the Company shall think fit, and in particular by mortgage and by the issue of debentures or debenture stock perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future including its uncalled capital and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to purchase, redeem, or pay off any such securities.
- (w) 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.
- (x) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (y) To enter into any arrangement with any Government or authorities (supreme, municipal, local, or otherwise) or any corporations, companies or persons that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (z) To subscribe for, take, purchase, or otherwise acquire, and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (aa) To act as agents or brokers, and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the business of the Company through or by means of agents, brokers, sub-contractors, or others, and either alone or in conjunction with others.
- (bb) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (cc) To pay all or any expenses incurred in or in connection with or preliminary or incidental to the formation promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
- (dd) To support and subscribe to any charitable or public object and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business, to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relative of such persons; to make payments towards insurance, and to form and contribute to Provident and Benefit Funds for the benefit of any person employed by the Company.
- (ee) To procure the Company to be registered or recognized in any other country or place.
- (ff) To promote any other company for the purpose of acquiring all or any of the property and undertaking and of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing or underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid.
- (gg) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (hh) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portion, for such consideration, as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (ii) To distribute among the Shareholders of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (kk) 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.
- (ll) To do all such other things as are incidental to or connected with any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubts as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "Company" in this clause, 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 in the Island of Ceylon or elsewhere; and further, that the objects specified in each paragraph, in this clause shall, except where otherwise expressed in such paragraph, be in no wise limited or restricted by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000) divided into Ten thousand (10,000) 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, 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.
D. C. MEIK, Kandy .. .. .	One
J. E. C. FERNANDO, Kandy .. .. .	One
N. S. KOELMEYER, Rambukkana .. .. .	One
J. M. MEIK, Kandy .. .. .	One
NIGEL I. LEE, Kandy .. .. .	One
C. F. SIMONS, Kandy .. .. .	One
G. P. H. LEEMBRUGGEN, Kandy .. .. .	One
Total number of Shares taken ..	Seven

Witness to the signatures of D. C. MEIK, J. E. C. FERNANDO, N. S. KOELMEYER, J. M. MEIK and NIGEL, I. LEE, who signed at Kandy, this 24th day of September, 1928:

VICTOR DE VOS,  
Proctor, Supreme Court.

Witness to the signature of C. F. SIMONS, who signed at Kandy, this 16th day of October, 1928:

VICTOR DE VOS,  
Proctor, Supreme Court.

Witness to the signature of G. H. P. LEEMBRUGGEN, who signed at Kandy, this 16th day of October, 1928:

VICTOR DE VOS,  
Proctor, Supreme Court.

#### ARTICLES OF ASSOCIATION OF CRICHTON AND EDWARD, 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 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 "Crichton and Edward, 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.

*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.

*Dividend.*—"Dividend" includes bonus.

*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*.

## BUSINESS.

5. *Commencement of Business.*—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 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.

6. *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.

7. *Nominal Capital.*—The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000) divided into Ten thousand (10,000) shares of Ten Rupees (Rs. 10) each.

## SHARES.

8. (a) *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 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 Shareholders or Shareholder 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.

8. (b) *Commission for placing Shares.*—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 in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

9. *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 shares.

10. *Acceptance.*—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.

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

12. *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 give proxies, but not more than one partner may vote at a time.

13. *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.

14. *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-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.

15. *Survivor of Joint-holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any 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.

16. *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.

17. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 43 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 43 to become a Shareholder in respect of any share.

## INCREASE OF CAPITAL.

18. *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.

19. *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 General Meeting resolving on the creation thereof or any other General Meeting of the Company 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.

20. *How carried into Effect.*—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 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, 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 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.

21. *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.

22. *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.

23. *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 numbers of the shares in respect of which it is issued.

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

25. *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 may 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 shall be payable for such new certificate.

26. *Certificate to be delivered to the First named of Joint-holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

#### TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any rights of a Shareholder until his name shall have been entered in the register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

28. No shares in the original capital (hereinafter referred to as original shares) shall be sold or transferred by any Shareholder or trustee in bankruptcy or personal representative or heir of any Shareholder unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

29. Every Shareholder or trustee in bankruptcy who may desire to sell or transfer any original shares and every personal representative or heir of a deceased Shareholder who may desire to sell or transfer any shares of such deceased Shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board his Agent for the sale of such shares to any members or member of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.

30. Upon the price of such original shares being agreed on or determined by the Auditor (as the case may be) the Board shall forthwith give notice to each of the Shareholders (other than the Shareholders desiring to sell or transfer the said shares) stating the number and price of such shares and writing the person to whom the notice is sent to state in writing within 21 days from the date of such notice whether he is willing to purchase any, and if so, what maximum number of such shares. At the expiration of such 21 days the Board shall apportion such shares amongst the Shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be *pro rata* according to the number of shares already held by them respectively, or if there be only one such Shareholder the whole of such shares shall be sold to him, provided that no Shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice upon such apportionment being made or such one Shareholder notifying his intention to purchase as the case may be the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective Shareholders or to the single Shareholder who shall have agreed to purchase the same.

31. In the event of the whole of such shares not being sold under the preceding Article the party desiring to sell or transfer shall be at liberty to transfer the shares not so sold to persons who are not Shareholders provided that he shall not sell them for a less price than the sum at which the same shall have been offered for sale to the Shareholders as aforesaid.

32. The provisions as to transfer contained in the preceding Articles shall not apply to a transfer of shares desired to be made hereby for the purpose of effectuating the appointment of new trustees, provided that it is proved to the satisfaction of the Board that such is the case.

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

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

35. *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.

36. *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.

37. *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 of by them.

38. *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.

39. *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 transfer, 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 37, 38, and 40 shall register the transferee as a Shareholder and retain the instrument of transfer.

40. *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.

41. *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.

42. *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 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.

43. *Title to Shares of Deceased Holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to shares of such Shareholder.

44. *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 clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to 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.

45. *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 44, 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 by 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; 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.

46. *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.

47. (a) *If Call or Instalment be 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 or his executors or administrators or the trustee or assignee in his bankruptcy, 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.

(b) *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.

(c) *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.

(d) *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 the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, 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. (a) *Certificate of Surrender or Forfeiture.*—A certificate in writing, under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries, that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the 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.

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

51. *Company's lien on Shares.*—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 otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which shall have been passed by the Directors, 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.



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

53. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 45 and 48 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

54. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the agent or secretary or agents or secretaries that the power of sale given by Article 48 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 shares.

#### 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 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 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 in writing by any Shareholder personally present and entitled to vote at the meeting.

#### CALLS.

59. (a) *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.

(b) *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 by resolution in writing in terms of Article 128.

(c) *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 Shareholders shall be entitled to any such extension except as a matter of grace or favour.

60. *Interest on Unpaid Call.*—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 instalment 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 clause.

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

#### BORROWING POWERS.

62. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances, as they may find necessary or expedient for the purposes of defraying the expenses of working the Company, or of erecting, maintaining, improving, or extending buildings, machinery, or stocks 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, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting exceed the sum of Fifteen thousand Rupees (Rs. 15,000). 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 sum or sums of money so borrowed or raised, 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 agent or secretary or agents or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such documents containing such declaration shall as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

## MEETINGS.

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

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

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

66. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so 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.

67. *Requisition of Shareholders to state Object of Meeting; on receipt of Requisition, Directors to call Meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

68. *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 leaving a copy of the resolution at the registered office of the Company.

69. (a) *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 thereat.

(b) *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.

70. *Business requiring, and not requiring, Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purpose 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 retiring in rotation, and to fix the remuneration of the Directors and Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

72. *Quorum to be present.*—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 in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

74. *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.

75. *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.

76. *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.

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

## VOTING AT MEETINGS.

78. *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 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 the 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.

79. *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 of 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.

80. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notices 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 a 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.

81. *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.

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

83. *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 up to ten shares, and he shall have an additional vote for every one hundred shares held by him beyond the first ten shares. When voting on a resolution involving the sale of the Company's estates or any of them, or any part or portion thereof or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

84. *Curator of Minor, &c., when not entitled to vote.*—The parent or 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 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 minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

86. *Shareholder in Arrear or not registered at least Three Months previous to the Meeting not to vote.*—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 trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

87. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation. Provided always that an instrument appointing a proxy may be signed by the attorney of the appointor duly authorized in writing under the hand or the common seal as the case may be of the appointor.

88. (a) *When Proxy to be deposited.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed, or under which a person proposes to vote, shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy as the case may be proposes to vote.

89. *Form of Proxy.*—Any instrument appointing a proxy may be in the following form:—

“Crichton and Edward, Limited.”

I, \_\_\_\_\_ of \_\_\_\_\_, appoint \_\_\_\_\_, of \_\_\_\_\_ (a Shareholder in the Company); 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 \_\_\_\_\_.

90. *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.

91. *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.

92. *Number of Directors.*—The number of Directors shall never be less than two 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, 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.

93. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000) 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. 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.

94. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Donald Crichton Meik, who will join the board after allotment, James Edward Christopher Fernando, and Norman Shelton Koelmeyer, all of whom shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, with the exception of the said Donald Crichton Meik, but shall be eligible for re-election. Donald Crichton Meik shall be the first Managing Director, and shall hold such office during his life or until his resignation or disqualification as a Director.

95. Should the said Donald Crichton Meik become disqualified under Article 109 hereof, or desire to retire from the Office of Managing Director, he shall have power to appoint another person to act as Director of the Company in his place and such appointment (which shall be made under the hand of the said Donald Crichton Meik and shall be delivered to the Secretary of the Company), shall remain valid so long as the said Donald Crichton Meik would have remained in office as Managing Director, had he not become disqualified or retired.

96. A Director shall subject to the provisions of Article 109 have power to appoint any Shareholder of the Company or any other person to be an alternate Director during his absence from Ceylon, and such appointment shall have effect, and such appointee while he holds office shall be entitled to notice of Meetings of Directors and to attend and vote thereat accordingly and generally to exercise all the rights and functions of such absent Director, subject to any limitations or restrictions in the instrument appointing him, but he shall not require any qualification, and he shall *ipso facto* vacate office if and when his appointor returns to Ceylon or vacates office as a Director. Any appointment under this article shall be effected by an instrument in writing under the hand of the appointor, and any appointment so effected can be cancelled by the appointor by an instrument in writing under his hand, and such alternate Director shall vacate office as soon as notice in writing of the execution of such instrument of cancellation shall be received at the office of the Company.

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

97. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—Subject to the provisions of Article 94, one or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, 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 the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money as they shall think fit.

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

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

100. *Duration of Office of 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.

101. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being, other than the said Donald Crichton Meik, shall retire from office as provided in Article 102.

102. *Retiring Directors how determined.*—The Director to retire from office at the Second and Third 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.

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

104. *Decision of Question as to Retirement.*—In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

106. *If Election not made, Retiring Director 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 First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

108. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership, of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

109. *When Office of Directors to be vacated.*—The office of the Director shall be vacated—

- (a) If he accept or hold any office, or place of profit other than Managing Director, Manager, or secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspend payment, or file a petition for the liquidation of his affairs, or compound with his creditors.

- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon, or be absent from Ceylon for a period of six consecutive months.

*Exceptions.*—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company or firm, which has entered into any contract with, done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

110. *How Directors removed and Successors appointed.*—The Company may by an extraordinary resolution, remove any Director before the expiration of his period of office, other than the said Donald Crichton Meik, 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.

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

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

#### POWERS OF DIRECTORS.

113. The Directors shall have power to purchase or otherwise acquire the said business of printers, stationers, &c., carried on by Messrs. Crichton and Edward at No. 398, Trincomalee street, under the name, style, and firm of Crichton and Edward, together with all the stock-in-trade, assets, effects, book debts, and the goodwill thereof.

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

115. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any 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, inspectors, 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, and other officers, inspectors, clerks, artisans, labourers, and other servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

117. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such 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.

118. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special 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, property, land or 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 property or properties, land or lands, or the sublease of the whole or any part or parts thereof 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 of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

119. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, 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 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 clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and 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 and 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 which the Directors may consider not, immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release 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 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.

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

122. *A Director may summon Meetings of Directors.*—A Director may at any time summon a meeting of Directors

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

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

125. *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.

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

127. *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.

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

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

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



130. *Signature of Minutes of Proceedings and Effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; and all minutes purporting to have been signed by the 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 meetings was held.

#### COMPANY'S SEAL.

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

#### ACCOUNTS.

132. *What Accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipts 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 and at the office of the Company, as the Directors think fit.

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

134. *Statement of Accounts 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 statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

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

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

#### DIVIDEND, BONUS, AND RESERVE FUND.

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

138. *Declaration of Dividend, &c.*—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 net profits.

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.

139. *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.

140. *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 a sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit, or place the same on fixed deposit in any bank or banks.

141. *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.



142. *(b) Issue of Bonus out of Reserve.*—The Directors may, with the sanction of the Company in General Meeting from time to time, apply such portion of the reserve fund or any other fund, representing undivided profits of the Company, as the General Meeting sanctioning such application may direct in or towards payment of a bonus in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, and may, with the like sanction satisfy such bonus or any part thereof by the issue and allotment in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, of shares in the Company to be issued and allotted in accordance with their rights to the Shareholders, or to the members of any class of Shareholders in such proportions and upon such terms in all respects, as the General Meeting sanctioning the same may direct.

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

144. *No Shareholder to receive Dividend while Debt due to the 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.

145. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividends or bonus 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.

146. *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 the 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.

147. *Notice of Dividend; Forfeiture of Unclaimed Dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses 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 clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within 3 years shall rank as unclaimed dividends.

148. *Shares held by a Firm.*—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.

149. *Joint-holders other than a Firm.*—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.

#### AUDIT.

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

151. *Qualification of Auditor.*—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.

152. *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 appointments, or until otherwise ordered by a General Meeting.

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

154. *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.

155. *Casual Vacancy in Office of Auditor 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.

156. *Duty of Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet and profit and loss account 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.

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

#### NOTICES.

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

159. *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.

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

161. *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.

162. *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.

163. *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.

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

#### ARBITRATION.

164. *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 to 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 the Arbitration Ordinance, 1866, or any then subsisting statutory modification thereof.

#### EVIDENCE.

165. *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.

166. *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.

167. *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.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Kandy, this 4th day of September, 1928:—

D. C. MEIK, Kandy.  
 J. E. C. FERNANDO, Kandy.  
 N. S. KOELMEYER, Rambukkana.  
 J. M. MEIK, Kandy.  
 NIGEL I. LEE, Kandy.  
 C. F. SIMONS, Kandy.  
 G. H. P. LEEMBRUGGEN, Kandy.

Witness to the signatures of D. C. MEIK, J. E. C. FERNANDO, N. S. KOELMEYER, J. M. MEIK, and NIGEL I. LEE, who signed at Kandy, this 24th day of September, 1928:

VICTOR DE VOS,  
 Proctor, Supreme Court.

Witness to the signature of C. F. SIMONS, who signed at Kandy, this 16th day of October, 1928:

VICTOR DE VOS,  
 Proctor, Supreme Court.

Witness to the signature of G. H. P. LEEMBRUGGEN, who signed at Kandy, this 16th day of October, 1928:

VICTOR DE VOS,  
 Proctor, Supreme Court.

**Panakura Estates, Limited.**

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, November 20, 1928, at noon:—

*Business.*

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

By order of the Directors,

GORDON FRAZER & Co., LTD.,  
Colombo, November 9, 1928. Agents and Secretaries.

**The Ceylon Coconut Oil and Desiccating Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, York street, Colombo, on Wednesday, November 21, 1928, at 4 P.M., for the following purpose:—

"To authorize the sale of the Company's estate called Rambodde, situated at Ramboda in the Central Province, to any Company or person upon such terms and in such manner as the Directors may think fit."

By order of the Directors,

DODWELL & COMPANY, LIMITED,  
Colombo, October 26, 1928. Agents and Secretaries.

**The Ceylon Safety Matches Manufacturing Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, 54, Keyzer street, Pettah, Colombo, on Wednesday, November 21, 1928, at 4 P.M., for the purpose of confirming as a special resolution, the following resolution which was duly passed at the Extraordinary General Meeting of the Company held on November 5, 1928:—

"That the Articles of Association of the Company numbered 132 and 133 be repealed, and the following Articles be substituted in their stead, respectively:—

132. The Directors may, before recommending any dividend or bonus 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 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.

133. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company or of any other Company, or in any other form of specie, or in any one or more of such ways and the Directors shall give effect to such direction and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue frac-

tional certificates and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

Should the above resolution be duly confirmed as a special resolution the following resolution will be submitted for consideration and passing if thought fit, and, if passed, will be submitted for confirmation as a special resolution at a subsequent Extraordinary General Meeting:—

"That the nominal Capital of the Company be increased from Rs. 50,000 divided into 5,000 shares of Rs. 10 each to Rs. 150,000 divided into 15,000 shares of Rs. 10 each by the creation of 10,000 new shares of the value of Rs. 10 per share."

By order of the Board,

H. DON CAROLIS & SONS, LTD.,  
Colombo, November 7, 1928. Agents and Secretaries.

**C. A. Hutson & Company, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Kort-boam street, Mutwal, Colombo, on Friday, November 23, 1928, at 11 A.M.:—

*Business.*

1. To receive the Directors' report and accounts for the year ended February 29, 1928.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other business that may be properly brought before the meeting.

The Transfer Books of the Company will be closed from November 17 to 23, 1928, inclusive.

By order of the Directors,

L. G. STRETCH,  
Colombo, November 6, 1928. Secretary.

**Auction Sale.**

In the District Court of Colombo

UNDER decree entered and by virtue of commission issued to me in case No. 48,737, D. C. Colombo, I shall sell all that and those the coconut estate, plantation, and premises, situated in the Bentota-Walallawiti korale, Southern Province, comprising the following allotments of land which adjoin each other and form one property and which from their situation as respects each other could be included in one survey, to wit:—(1) All those seven allotments of land called Kekillawilakela, Maswalaudumullekele, and Maswalaudumudeniya, situated at Induruwa, in extent exclusive of the path and reservation on either side of it passing through the land 40 acres and 31 perches; (2) an allotment of land called Maswalaudumullekele in Induruwa, in extent, exclusive of the footpath passing through the land, 2 acres and 19 perches; (3) an allotment of land called Duwebedde in Duwemodara in Bentota-Walallawiti korale, in extent 1 rood and 4 perches; (4) an allotment of land called Duwebedde watta in Duwemodara, in extent 7 acres 3 roods and 31 perches; and (5) an allotment of land called Duwebedde watta in Duwemodara, in extent 2 roods and 1 perch.

On Friday, November 30, 1928, at 4 P.M., at the office, 135, Hulftsdorp, Colombo.

C. P. AMERASINGHE,  
119, Hulftsdorp,  
Colombo, November 7, 1928. Auctioneer.

**Auction Sale.***House Property at Moratuwa.*

UPON mortgage decree, in D. C., Colombo, No. 28,310, Saturday, December 1, 1928, at 4 P.M. —

At the spot.

All that land called Delgahawatta, together with the new building standing thereon bearing Local Board assessment No. 53, situated at Willorawatta in Moratuwa; extent 3 roods and 4.78 perches.

For further particulars please apply to me—

59, Belmont street, Huiltsdorp, H. J. F. RODRIGO,  
Colombo, November 6, 1928. Auctioneer and Broker.

**Auction Sale.***Property at Dagonna in the District of Negombo.*

BY virtue of the commission issued to me from the District Court of Negombo in testamentary case No. 2387, I shall sell the under-mentioned property belonging to the estate of the late Jayakodiarachige Andris Appu of Dagonna, deceased, by public auction at the spot at 4 P.M. on Tuesday, December 4, 1928, to wit:—

The lots A and B of the land called Dambugahawatta, situate at Dagonna, in Dambagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, as in plan No. 3,999/368 of December 17, 1927, made by Mr. J. C. Fernando, Licensed Surveyor, which said lots A and B are bounded on the north by land of the heirs of A Babappu, and the land of M. A. Dona Cornelia, east by a portion of this land of the heirs of A. Allino Appu, south by lot C of this land, and on the west by the land of T. A. Hendrick Singho and others; containing together in extent 3 roods and 28.75 perches.

Further particulars from C. Emmanuel, Esq., Secretary, District Court, Negombo, or—

M. P. KURERA  
of M. P. KURERA & Co.,  
Negombo, November 6, 1928. Auctioneers.

**Auction Sale.***Properties at 3rd Division, Kurana, and Kurana-Katunayaka, in the District of Negombo.*

UNDER decree in case No. 2,680/D. C., Negombo, entered in favour of the plaintiff, Ana Nana Seena Thana Rawanna Mana Sidamberam Chetty of Negombo, against the defendant, Wewalage Edina Evelyn Perera of Kurana Katunayaka, legal representative of the estate of Thiththalapitige Francis Fernando, deceased, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,089.05, with interest on Rs. 400 at 20 per cent. per annum and on Rs. 650 at 24 per cent. per annum from August 17, 1928, till September 4, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 2,678 dated February 2, 1926, and No. 2,714 dated May 11, 1926, both attested by P. D. F. de Croos, Notary, by public auction at the respective spots on Monday, December 3, 1928:—

At 3 P.M.

1. The  $\frac{1}{2}$  share of the land called Meegahawatta, situate at 3rd Division, Kurana, within the gravets and in the District of Negombo, Western Province, which said  $\frac{1}{2}$  share is in extent 29 perches with the buildings standing thereon.

At 3.15 P.M.

2. An undivided  $\frac{1}{2}$  share from and out of the land called Meegahawatta, situate at 3rd Division, Kurana; containing in extent about  $1\frac{1}{2}$  acres with the buildings standing thereon.

At 3.45 P.M.

3. The undivided northern portion of the land called Nelligahawatta, situate at Kurana-Katunayaka in Dasiya pattu of the Alutkuru korale, in the District of Negombo, aforesaid; containing in extent 8 yards in width and 70 yards in length.

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

M. P. KURERA & Co.,  
Negombo, November 6, 1928. Auctioneers.

**Auction Sale.***Properties at 2nd Division, Kurana, and Kurana-Katunayaka, in the District of Negombo.*

UNDER decree in case No. 2,719, D. C., Negombo, entered in favour of the plaintiff, Ana Nana Seena Thana Rawanna Mana Sidamberam Chetty of Negombo, against the defendants—(1) Wewalage Edina Evelyn Perera of 3rd Division, Kurana, for herself and as legal representative of the estate of Thiththalapitige Francis Fernando, deceased, and (2) Thammitige Robertina Perera Seneviratna of 2nd Division, Kurana, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 3,810, with interest on Rs. 3,000 at 18 per cent. per annum from September 10, 1928, till September 26, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 2,653, dated November 10, 1926, and attested by N. J. C. Wijesekera, Notary, by public auction at the respective spots on Monday, December 3, 1928, to wit:—

At 3.30 P.M.

(1) The land called Weediyaodawatta or Madangahakumbura or Nangallekumbura or Thalagahakumbura, situate at 2nd Division, Kurana, within the gravets and in the District of Negombo, Western Province; containing in extent about 7 acres, of which the portion of land comprised of three contiguous lots called Madangahakumbura, Weediyaodawatta, and Thalagahawatta depicted as A, B, and C in figure of survey No. 3,734, dated October 30, 1926, made by Mr. J. C. Fernando, Surveyor; and containing in extent according to the said figure of survey 1 acre and 32 perches with the buildings standing thereon.

At 4 P.M.

(2) The northern divided portion of the land called Nelligahawatta, situate at Kurana-Katunayaka in Dasiya pattu of Alutkuru korale, in the District of Negombo aforesaid; containing in extent 8 yards broad and 70 yards long with the buildings standing thereon.

At 4.15 P.M.

(3) From the land called Nelligahawatta of about 3 roods in extent, situate at Kurana-Katunayaka aforesaid, excluding the northern strip of land 8 yards broad and 70 yards long, the northern half share of the remaining southern portion, in extent about 1 rood and 11 perches with the tiled house and other buildings standing thereon.

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

M. P. KURERA & Co.,  
Negombo, November 6, 1928. Auctioneers.

**Auction Sale under Mortgage Decree.**

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,092, D. C., Negombo, I shall sell by public auction, on Saturday, December 1, 1928, commencing at 1.30 P.M. at the respective spots, the following properties for the recovery of Rs. 7,661.25, with further interest and costs of suit, less a sum of Rs. 2,000, to wit:—

2. An undivided  $\frac{3}{4}$  share of Katalagahawatta, situated at Dunakadeniya village in Katugampola korale of Katugampola hatpattu in the District of Kurunegala, North Western Province; in extent 2 acres and 2 roods, with the buildings thereon.

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

4. All that land called Makullagahamulawatta at Dunakadeniya aforesaid; in extent 1 acre and 2 roods, with the buildings thereon, but according to plan No. 158, dated September 19, 1923, made by E. S. Peiris, Surveyor, in extent 1 acre 1 rood and 1.5 perches, with the buildings thereon.

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

6. Undivided  $\frac{3}{4}$  share of Katalagahamulawatta at Dunakadeniya aforesaid; in extent 2 kurunies of kurakkan sowing ground, with the entirety of buildings thereon.

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

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

9. All that field Mailagahakumbura at Dunakadeniya aforesaid; in extent about 2 perrahs of paddy sowing ground.

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

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

The 1 to 7 lands are bound as primary mortgage and 8 to 11 lands as secondary mortgage.

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

K. H. PERERA

Negombo, November 1, 1928. Licensed Auctioneer.

### Auction Sale.

In the District Court of Negombo.

K. P. A. R. Krishnan Chettiyar, by his attorney Moona Wena Suppiah Naidu of Kochchikade . . . . . Plaintiff

No. 2,463.

Vs.

(1) Samarakoon Mudiyansele Ran Menika, (2) Ratnayaka Mudiyansele Podi Menika, (3) ditto Ranhamy Banda, Vidane, all of Hengawa . . 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 Rs. 400 and further interest stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, November 17, 1928, commencing from 2 P.M., at the respective spots:—

1. An undivided  $\frac{1}{2}$  share of the land called Kongahamulahena and adjoining Kongahamulawatta, in extent 9 acres and 17 perches, situated at Dambagahagedara of Katugampola, Medapattu korale.

2. An undivided  $\frac{1}{2}$  share of land called Ambagahamulawatta, in extent 2 acres 2 roods, situated at Hengawa of Katugampola Medapattu korale.

3. An undivided  $\frac{1}{2}$  share of land called Delgahamulawatta, in extent of three lahas kurakkan sowing, situated at Hengawa aforesaid.

4. An undivided  $\frac{1}{2}$  share of field called Mahakumbura, in extent of 2 lahas paddy sowing, situated at Hengawa aforesaid.

For further particulars, please apply to Mr. S. K. Wijeratnam, Proctor, Supreme Court, Negombo, or to me—

D. S. WIJAYAMANA,

Dandagamuwa, October 30, 1928. Auctioneer.

### Auction Sale.

In the District Court of Kurunegala.

Kiri Arachchige Don Albeenu Appuhamy of Diyangampola . . . . . Plaintiff

No. 12,846.

Vs.

Herat Mudiyansele Dingiri Banda, late Arachchi of Kamburugoda in Katugampola Medapattu korale west . . . . . Defendant:

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount Rs. 1,169.32 and further interest stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, November 17, 1928, at 4 P.M. at the spot:—

An undivided  $\frac{1}{2}$  share of land called Kosgahamulahena, in extent of 9 acres, situated at Kamburugoda in Katugampola Medapattu korale west.

For further particulars, please apply to Mr. Frank Markus, Proctor, Supreme Court, or to me—

D. S. WIJAYAMANA,

Dandagamuwa, October 30, 1928.

Auctioneer.

### Auction Sale under Partition Decree, D. C. 25 Galle, Case No. 23,937.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, December 15, 1928, commencing at 2.30 P.M. at the spot:—

All that allotment of land called Hettitantiaddawatta, together with everything thereon, situated at Mana Ambalangoda in Wellaboda pattu of the Galle District, and bounded on the north by the field, east by the field, south by portion of the same and, west by Nawagahawatta and field; and containing in extent 2 roods and 14 perches.

The said land will be sold in two blocks A and B as per plan of survey No. 1,060A made by Mr. S. Warusawitarana, Surveyor, first among the co-owners at the appraised value thereof, and if not bid over and purchased by anyone of them, such will immediately thereafter be put up to sale among the public in terms of the Partition Ordinance, No. 10 of 1863.

For further particulars, please apply to T. G. Jayawardana, Esq., Proctor, Supreme Court, and Notary, or to me—

K. T. THOS. SILVA,

Ambalangoda, November 1, 1928. Commissioner.

### Auction Sale under Partition Decree, D. C. 251 Galle, Case No. 23,560.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, December 22, 1928, at 2.30 P.M. at the spot:—

All allotment of land called Arumawadugederawatta, with everything thereon; situated at Maha Ambalangoda in Wellaboda pattu of the Galle District, Southern Province, and bounded on the north by Delgahawatta, east by Migulwaduwa and Hettitantiwatta, south by the road, west by the road; and containing in extent 1 rood and 11.75 perches.

The said land will be sold in one block as per plan of survey No. 1,048 made by Mr. S. Warusawitarana, Surveyor, and filed of record, first among the co-owners at the appraised value thereof, and if not bid over and purchased by any one of them, it will immediately thereafter be put up for sale among the public in terms of the Partition Ordinance, No. 10 of 1863.

For further particulars, please apply to T. G. Jayawardana, Esq., Proctor, Supreme Court, and Notary, or to me—

K. T. THOS. SILVA,

Ambalangoda, November 6, 1928. Commissioner.

### Sale by Auction under Partition Decree. 171

In the District Court of Galle.

BY virtue of a commission issued to me in partition case No. 24,250 of the District Court of Galle, I shall sell on Saturday, December 22, 1928, at 3 P.M. at the spot, the land called Waradanawatta alias Delgahawatta, situated at Paragahatota in Wellaboda pattu of Galle District, Southern Province; and containing in extent 1 rood and 8.35 perches.

The said land will be sold in four separate lots. The sale will take place first among the co-owners at the appraised value, and if not bidden for or purchased by any co-owner, the said premises will immediately thereafter be sold among the public:

UFASIRI W. KODIKARA,  
Auctioneer and Broker.

Ambalangoda, November 6, 1928.



**Auction Sale.**

In the District Court of Jaffna.

(1) Appapillai Mythucumar and (2) wife, Rasammah of Thumpalai, Point Pedro ..... Plaintiffs.

No. 23,369.

Mannikkapillai, widow of Rasingathar Kandavanam of Thaiyiddy, Jaffna ..... Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction, the under-mentioned properties to recover the amount stated therein, poundage, costs, &c., on Saturday, December 1, 1928, commencing at 2 P.M., at the spots :-

1. Land situated at Thaiyiddy called Champoor, in extent 25 lachams varagu culture, with well, houses, school, cultivated plantations, and spontaneous plantations, and share of margosa trees standing on the northern and southern boundaries; and bounded on the east by the property of the heirs of the Pakavathey and by the property of Muthalaiyinar Narasingam and brothers and sisters, west and south by lane. Of this excluding the water share appertaining to the land on the eastern boundary and the way and water-course out of the ground an undivided 1 lacham varagu culture and 7 kulies and share appertaining to this of the well and spontaneous plantations and the exclusive right to the school building and to the four coconut trees standing on the western side of the school building and the two jak trees standing on the southern side.

2. Land situated at ditto called Kanchiddy, in extent 40 lachams varagu culture, which the defendant and other shareholders have amicably partitioned of this an extent of 20 lachams varagu culture on the north according to possession with palmyras, vadalies, illupai trees, mango trees, and share of margosa trees standing on the eastern and western boundaries; is bounded on the east by the property of Arupillai Thamotherampillai and brothers and sisters, north by the property of Theivanai, daughter of Vairayy and sister, Kandar Veluppillai, Thanganayagiammah, widow of Vanniasingham, and by Thillaiampalam Sittampalam and brother, west by the property of Mootathamby Thambiappillai, and on the south by the property of Kanapathy Rasingam, of this an undivided  $\frac{1}{2}$  share with its appurtenances.

3. Land situated at Maudiy called Vaththanthanai, in extent 9 lachams varagu culture, with share of well standing on the eastern boundary with houses, cultivated and spontaneous plantations, and share of margosa trees standing on the eastern and southern boundaries; and bounded on the east by the property of Thanganayagiammah, widow of Vanniasingham, north by bye-lane, west by lane, and on the south by the property of Sivakaman, wife of Kanapathy, this excluding the share of well appertaining to the under-mentioned land out of the said share of well and the houses out of the whole of the remaining an undivided  $\frac{2}{3}$  share, and the exclusive right to the five coconut trees, out of the coconut trees standing on the Thoorvai ground.

4. Land situated at ditto called Vaththanthanai, in extent 9 lachams varagu culture, with margosa trees and share of coconut trees standing on the eastern and northern boundaries; and bounded on the east by the property of Thanganayagiammah, widow of Vanniasingham, north by the property of Theivanai, wife of Kanapathy and by lane, west by lane, and on the south by bye-lane, of this an undivided  $\frac{2}{3}$  share appertaining to this of the well standing in the above said 3rd land.

Jaffna, November 1, 1928.

V. A. DURAYAPPAH,  
Commissioner.**Auction Sale**

In the District Court of Jaffna.

(1) Kadiravelu Ratinasingam and wife (2) Yokammah of Kegalla ..... Plaintiffs.

No. 22,832.

Vs.

Sivakuru Kumarasamy of Thanakkarakurichy ..... Defendant.

IN terms of the commission dated October 31, 1928, issued by the District Court of Jaffna for the recovery of Rs. 1,029, with further interest on Rs. 620 at the rate of 12 per cent. per annum from August 4, 1927, until payment in full, provided that such interest does not

exceed Rs. 217, and the costs of action Rs. 172.62 $\frac{1}{2}$ , poundage, and charges, the following decreed properties will be sold by public auction at the respective spots on Tuesday, December 4, 1928, commencing at 2.30 P.M., viz. :-

(1) A piece of land situated at Thanakkarakurichy in Uduppiddy parish, Vadamarachy division of the Jaffna District, Northern Province, called "Maruthakumana-vayal," containing in extent 9 lachams paddy culture; and bounded on the east by the land of Vallippillai, wife of Veluppillai, north by tank (kulam), west by water channel, and south by the land of Sithamparam, widow of Ponniah.

(2) An undivided  $\frac{1}{2}$  share of a piece of land situated at Imayanankurichy aforesaid called "Marippanandiyan-vayal," containing in extent 10 lachams paddy culture; and bounded on the east by land of Muthukkuddy, wife of Ilayakuddy, north by the land of Annammah, widow of Kartigesu and others, west by tank (kulam), and south by the land of Kathirippillai Eliatamby and others.

(3) A piece of land situated at Thanakkarakurichy aforesaid called "Mukkiluvampulam," in extent 16 lachams paddy culture; and bounded on the east by the land of Veluppillai Murukuppillai and others, north and west by road, and south by the land of Nadarajah Ampalavanaswamy Kovil of Sithamparam.

(4) The defined southern  $\frac{1}{2}$  share of the extent of 16 $\frac{1}{2}$  lachams varaku culture out of a piece of land situated at Imayanankurichy in Uduppiddy parish aforesaid called "Anaivilunthan," in extent 32 $\frac{1}{2}$  lachams varaku culture; and bounded on the east and north by the land of Kumar Sellappah and others, west by the land of Arattai, wife of Arumugam, and south by tank (kulam).

(5) An undivided  $\frac{1}{2}$  share defined eastern portion of the extent of 17 lachams varaku culture and 12 kulies being the wife of the 1st and 2nd parcels, and  $\frac{1}{2}$  of the 3rd and 4th parcels, and  $\frac{1}{2}$  of the 5th parcel out of the lands situated at Thanakkarakurichy aforesaid called "Ariyanthoddam" of 4 $\frac{1}{2}$  lachams varaku culture in extent, ditto 2 $\frac{1}{2}$  lachams varaku culture, Kanapanchaddi 16 $\frac{1}{2}$  lachams varaku culture, ditto Mookakondu 2 $\frac{1}{2}$  lachams varaku culture, ditto Ariyanthoddam 4 $\frac{1}{2}$  lachams varaku culture, with the palmyras, young palmyras, and Thalavasal; and bounded on the east by lane, north by road, west by the land of Ledchumippillai, wife of Selliah and others, and south by the land of the defendant and others.

(6) An Undivided  $\frac{1}{2}$  share of the land situated at Thanakkarakurichy aforesaid called "Ariyanthoddam" of the extent of 14 $\frac{1}{2}$  lachams varaku culture, and an extent of veedu (house) all aggregating to 15 lachams varaku culture and 15 kulies with palmyra trees; and bounded on the east by lane, north, west, and south by the land of the defendant and others.

J. P. KANTHYAH,  
for Fiscal.

Jaffna, November 6, 1928.

**Auction Sale.**

In the District Court of Kurunegala.

Lydia Amerancia Schokman of Homeleigh, Colombo  
vs. Kurunegala ..... Plaintiff.

No. 12,758.

Vs.

(1) Tennakoon Mudiyaanselage Kusadhamy, Gan-Arachchi, (2) Tennakoon Mudiyaanselage Tennakoon Banda Amunugama, both of Amunugama in Rekopattu 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 Saturday, December 1, 1928, commencing at 2.30 P.M. on the second land herein below :-

1. All that land called Padinchiwathinawatta, situated at Amunugama in Rekopattu korale, with the buildings, plantations, and everything thereon; containing in extent 5 acres.

2. All those contiguous allotments of land called Hitinagederawatta of 4 lahas kurakkan sowing extent, Dangahamulawatta of 8 lahas kurakkan sowing extent, Kandapaulawatta of 7 lahas kurakkan sowing extent, and Alutwagawa of 5 lahas kurakkan sowing extent, now forming one property called and known as Kandewatta



with the tiled buildings, plantations, and everything thereon, situated at Amunugama aforesaid; containing in extent 39 acres 2 roods and 7 perches.

3. All that allotment of land called Paranawatta of 7 lahas kurakkan sowing extent, situated at Amunugama aforesaid; containing in extent 3 acres 3 roods and 22 perches.

4. All those contiguous allotment of lands called Pinnakemullekumbura of 3 amunams of paddy sowing extent, Pahalakarakumbura and Ihalakarandakumbura of 2 amunams paddy sowing extent, and Narangahamulawatta of 5 lahas kurakkan sowing extent, now forming one property, situated at Amunugama aforesaid; containing in extent 18 acres 1 rood and 36 perches.

5. All those 2 contiguous allotments of land called Ikkawelawatta of 7 lahas kurakkan sowing extent and field of 2 amunams paddy sowing extent, now forming one property, situated at Amunugama aforesaid; containing in extent 12 acres 1 rood and 13 perches.

6. All that field called Ikkawelakumbura *alias* Moonalmalahamulakumbura of 1 amunam paddy sowing extent, and all that northern  $\frac{1}{2}$  part or share of 1 laha kurakkan sowing extent, from and out of Ikkawelawatta of 2 lahas kurakkan sowing extent, together forming one property, situated at Amunugama aforesaid.

7. All that land called Weraluwawakumburapillewa; containing in extent 2 seers of kurakkan sowing, situated at Potuhera.

8. All that field called Yakapelakumbura of 3 pelas paddy sowing extent, situated at Amunugama aforesaid.

9. All that field called Pinmakayamullakumbura of 5 lahas paddy sowing extent, situated at Amunugama aforesaid.

10. Undivided  $\frac{1}{4}$  share of and in all that land called Hitinawatta, containing in extent 3 lahas of kurakkan sowing extent, situated at Wanduragala.

11. All those 3 allotments of land called Gepellawa high land, Gepellawakumbura, and Oyabodakebella, now forming one property, situated at Gepellawa in Rekopattu korale; containing in extent 40 acres 3 roods and 24 perches.

For further particulars, please apply to Messrs. F. N. & E. G. Daniels, Proctors and Notaries, or to me—

Belle Vue, MAURICE FERNANDO,  
Kurunegala, November 6, 1928. Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

Valuable Rubber Property in Kegalla District, 4 miles from Kegalla Town, adjoining the high road, fully planted, 15 years old tapping trees, Partition Title.

UNDER commission assigned to me in the District Court of Kegalla, case No. 8,636, to recover the amount of Rs. 7,757.75 and legal interest, I shall sell by auction at the

spot at 2 P.M. on Saturday, December 1, 1928, all that allotment of land marked lot "P" in plan No. 1,917 towards the south from and out of the land called Udumagamawathurewatta of 20 acres in extent, situated at Udumagamawathure in Mawata pattu, Kegalla District.

For further particulars, please apply to J. H. Fernando, Esq., Proctor, Supreme Court, Kegalla.

Kegalla, November 1, 1928.

K. M. PERERA,  
Auctioneer.

#### Application for Enrolment as an Advocate.

I, FRANCIS GEORGE CHARLESWORTH, Barrister-at-law (Inner Temple), of the Grand Oriental Hotel, Colombo, do hereby give notice that six weeks hence I will apply to the Honourable the Chief Justice and the other Judges of the Supreme Court to be admitted and enrolled an Advocate of the said Court.

FRANCIS GEORGE CHARLESWORTH.

#### Revocation of Power of Attorney.

WE the undersigned P. L. N. S. P. Suppramaniam Chetty and K. N. K. R. M. K. Kannappa Chetty, both of Negombo, do hereby inform the Government and the public that we have revoked the power of attorney granted to Muna Sokkalingam Pule of Negombo, by me the said Suppramaniam Chetty on deed No. 3,544 dated October 17, 1927, and by me the said Kannappa Chetty on deed No. 3,327 dated April 26, 1927, both attested by S. K. Wijayaratanam, Notary Public.

P. L. N. S. P. SUPPRAMANIAM CHETTY.  
K. N. K. R. M. K. KANNAPPA CHETTY,  
by his attorney K. N. K. R. K.  
KANNAPPA CHETTY.

Negombo, November 5, 1928.

#### Dissolution of Partnership.

WE the undersigned have on November 2, 1928, dissolved our partnership business known as R. M. S. P. L. S. No. 2, carried on at premises No. 94, Fourth Cross street, Colombo, and have ceased to be partners.

R. M. S. P. L. S. SOCKALINGAM CHETTY.  
M. S. VEERAVAHUPILLAI.

November 2, 1928.

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

I hereby give notice that I have on September 13, 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: The Criterion Tea and Grill Room, Victoria arcade, Fort.

Description of licence or licences applied for: Restaurant licence.

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

Situation of premises to be licensed: 9, Victoria arcade, Fort.

E. P. BURGESS.

We hereby give notice that we have on October 18, 1928, applied to the Government Agent of the Central Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 5, 1918:—

##### Schedule.

Name and address of applicant: M. M. Hameer Bros. & Co., 40, 41, Trincomalee street, Kandy.

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.

Situation of premises to be licensed: 41, Trincomalee street, Kandy.

M. M. HAMEER BROTHERS & Co.  
M. C. HAMEER.

I hereby give notice that I have on October 27, 1928, applied to the Government Agent, Southern Province, Galle, 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: Dandeniyege Aron Perera, The Apothecaries Hall, Weligama.

Description of licence or licences applied for: Rectified spirit and medicated wines.

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

Situation of premises to be licensed: 1,221, Main street, Weligama.

D. A. PERERA.

October 27, 1928.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

### English Teachers' Certificate Examinations, August, 1928.

THE under-mentioned candidates have passed the examinations held on August 27, 1928, and the following days:—

#### ENGLISH TEACHERS' CERTIFICATE EXAMINATION (ORDINARY).

Index No.	Name.	School.
<i>Males.</i>		
4	De Silva, H. R. H.	Devapathiraja Anglo-Vernacular School, Ratgama, Dodanduwa.
10*	Gunapala, E. W.	Dharmaraja College, Kandy
12	Jayetilleka, J.	Government Anglo-Vernacular School, Peradeniya
24	Perera, G. S.	Ananda Sastralaya, Kotte
32*	Arumugam, S.	Vigneswara English School, Karaveddy
33	Ariaratnam, P. W.	Jaffna College, Vaddukodai
39	George, K. V.	do.
44	Michael, J.	St. Andrews' Boys' School, Batticaloa
<i>Females.</i>		
64	Ambrose, M. B.	Holy Family Convent, Bambalapitiya

#### ENGLISH TEACHERS' CERTIFICATE EXAMINATION (KINDERGARTEN).

<i>Females.</i>		
81*	Seneviratne, L. M.	Dharmaraja College, Kandy

#### PRELIMINARY EXAMINATION FOR ENGLISH TEACHERS' CERTIFICATE (ORDINARY).

<i>Males.</i>		
17	De Silva, H. K. D.	Ampitiya English School, Kandy
19	De Silva, W. P.	W. M. Boys' English School, Alutgama
22	Edwin, R. A.	Nittambuwa Anglo-Vernacular School, Veyangoda
24	Ferdinando, D. D. V.	Ampitiya English School, Kandy
25	Fernando, W. M. R.	St. Xaviers' School, Nuwara Eliya
36	Jayawardene, D. N. T. I.	Diyalagoda Roman Catholic Boys' English School, Maggona
37	Jayasinhe, J.	Galahitiyawa Anglo-Vernacular School, Ganemulla
38	Jineris, H. P. B.	Piyaratana English School, Dodanduwa
40	Livera, G. J. L.	St. Andrew's School, Puttalam
42	Nanayakkara, G.	Anglo-Vernacular Boys' School, Kalatuwawa, Waga
45	Nugegoda, A.	Christ Church Boys' English School, Matale
48	Perera, A. D. H.	Colombo Industrial School, Maradana
54	Rajapakse, P. D. E.	Anglo-Vernacular School, Kalatuwawa, Waga
56	Rupasinghe, D. W.	Ananda Sastralaya, Kotte
61	Silva, D. H.	Anglo-Vernacular School, Matugama
62	Steyn, E. F. P. G.	Prince of Wales College, Moratuwa
63	Udakkumbure, T. N. B.	Anglo-Vernacular School, Mawanella
67	Welagedera, H. S. L. B.	Carey Baptist College, Colombo
70	Wickramanayaka, B. M.	Christ Church Boys' English School, Dehiwala
72	Weerasakera, U. B.	Anglo-Vernacular School, Nikaweratiya
73	Warnakulasuriya, K. A. A. de S.	Buddhist English School, Dodanduwa
75	Aiyampillai, K.	Government School, China Fort, Beruwala
91	Nagalingam, K.	Anglo-Vernacular School, Moolai
94	Sabaratham, K. S.	Chitthampara Vidyalaya, Valvettiturai
97	Singarayar, S.	St. Joseph's English School, Mathagal
98	Sittampalam, V.	Mahajana English School, Tellippalai
99	Thangarajah, S. J.	St. Mary's English School, Kalmunai
<i>Females.</i>		
104	Arumugam, K.	St. Mary's Girls' English School, Negombo
106	Charlotte, L. D.	Ananda Sastralaya, Kotte
109	De Lanerolle, E. L.	Anglo-Vernacular Boarding School, Richmond Hill, Galle
112	Fernando, J. L. M.	The Mount School, Kaikawala, Matale
118	Goonetilleke, T. M. G.	B. M. S. School, Matale
120	Jayaweera, M.	St. Thomas' Girls' School, Matale
121	Kasturi-arachchi, D. A.	Government Anglo-Vernacular Girls' School, Kosgoda
125	Perera, A. G.	Girls' English School, Mount Lavinia
127	Philips, N. M.	St. Michael's School, Polwatta
128	Rodrigo, L. B.	St. Thomas' Girls' School, Matara
131	Warnasuriya, A.	St. Thomas' Girls' School, Matale
133	Wijesinghe, M. J. R.	Christ Church Girls' English School, Baddegama
137	Withane, H. C.	Boys' Industrial School, Wellawatta
138	Wijeyekoon, N. G. M.	St. Mary's School, Polwatta
139	Wijesuriya, M. A. F.	Princess of Wales Girls' Vernacular School, Moratuwa

#### PRELIMINARY EXAMINATION FOR ENGLISH TEACHERS' CERTIFICATE (KINDERGARTEN).

<i>Females.</i>		
141	Bartholomeusz, D. W.	Trinity College, Kandy
143	Coleman, Sister M. H.	St. Joseph's Convent, Kegalla
144	De Mel, A. I.	C. M. S. Ladies' College, Colombo

\* Entitled to a Second Class Certificate.





Index No.	Arithmetic.	English.	History.	Geography.	Child Literature.	Sinhalese.	Tamil.	Latin.	Natural History.	Drawing.	Elementary Mathematics.	Needlework.	Nature Study.	Music.	French.
39	Absent.														
41	—	—	—	—											
43	—	—	—	—						p					
44	—	—	p	—						p					
46	—	—	p	—		p				p					
47	p	—	—	—		—									
49	Absent.														
50	Absent.														
51	—	—	p	—						—					
52	p	—	—	—		p				p					
53	p	—	—	—		p				p					
55	—	—	p	—		p			a						
57	—	—	p	—		p									
58	—	p	p	—		p				—					
59	—	p	—	—		—				—					
60	p	—	—	—		p				—					
64	p	—	—	—		—				—					
65	Absent.														
66	—	p	—	—		p									
68	—	—	p	p		p				—					
69	p	—	—	—		p				p					
71	Absent.														
74	p	—	p	—		—					p				
76	Absent														
77	—	—	p	—			p			p					
78	—	—	—	—			p			p					
79	—	p	p	p			—			p					
80	p	p	p	—			—								
81	—	—	p	—			p			a					
82	—	p	p	p						a					
83	—	—	—	—			—			p					
84	Absent.														
85	p	—	—	—			p				—				
86	p	—	p	p			p				p				
87	p	—	—	p			—			—					
88	—	—	p	—			—			—					
89	—	—	p	—			p			—					
90	—	—	—	—			—			p					
92	p	—	p	p			—				a				
93	p	—	p	p			—								
95	p	—	—	—			p				—				
96	p	p	—	—			p			p					
100	—	—	—	—			—			p					
101	—	—	p	—								—			
102	—	p	p	—						p		—			
103	p	—	—	—						p			p		
105	—	—	—	—						a			a		
107	p	p	p	p								—			
108	Absent.														
110	—	—	—	—						p			p		
111	—	p	—	—						—			—		
113	—	p	p	p				—		p					
114	p	—	p	—						p			p		
115	—	—	—	—		p					—				
116	—	p	—	—						p			p		
117	Absent.														
119	Absent.														
122	—	p	p	—									p		
123	p	p	p	p								—			
124	—	p	—	—						p		—			
126	—	—	p	—		p									
129	—	p	p	p						p		—			
130	p	p	p	—				—			p				
132	—	p	—	—						p					
134	—	p	p	p					—						
135	—	p	p	—					—						
136	—	p	p	p						p		—			
140	Absent.														
142	Absent.														
145	Absent.														
146	Absent.														
147	p	—	—	—	p					p			a		
148	—	—	p	—	—					p		—			
149	Absent.														
150	Absent.														

Index No.	Arithmetic.	English.	History.	Geography.	Child Literature.	Sinhalese.	Tamil.	Latin.	Natural History.	Drawing.	Elementary Mathematics.	Needlework.	Nature Study.	Music.	French.
153	.. —	.. p	..	.. —	.. p	..	..	..	..	.. p	..	..	..	..	..
154	.. p	.. p	..	.. p	.. p	..	..	..	..	..	..	..	..	..	..
155	..	Absent.		..	..	..	..	..	..	..	..	..	..	..	..
156	.. —	.. p	.. p	..	.. —	..	..	..	..	.. a	..	..	..	..	..
159	.. —	..	..	.. —	.. —	..	..	..	..	.. p	..	.. a	..	..	..
161	.. —	.. p	..	.. —	.. —	..	..	..	..	..	..	.. p	..	..	..
162	.. p	..	.. p	..	.. p	.. p	..	..	..	.. —	..	..	..	..	..
164	.. —	.. —	.. —	.. —	.. —	.. —	.. —	..	..	.. p	..	..	..	..	..
164A	.. —	.. —	.. —	.. —	.. —	.. —	.. —	..	..	.. —	..	..	..	..	..

Education Office,  
Colombo, October 31, 1928.

L. MACRAE,  
Director of Education.

#### Atherfield Estate School.

NOTICE is hereby given that an application has been received from Rev. J. Yorke for grant in aid of the above school, which is situated in the Kelani Valley District of the Western Province.

Observations will be received not later than December 9, 1928.

Education Office,  
Colombo, November 9, 1928.

L. MACRAE,  
Director of Education.

#### East Delta Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, Delta estate, for grant in aid of the above school, which is situated in the Pussellawa district of the Central Province.

Observations will be received not later than December 9, 1928.

Education Office,  
Colombo, November 9, 1928.

L. MACRAE,  
Director of Education.

#### Dehiwela Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. S. F. Skeen for grant in aid of the above school, which is situated at Dehiwala, Colombo District of the Western Province.

Observations will be received not later than December 10, 1928.

Education Office,  
Colombo, November 9, 1928.

L. MACRAE,  
Director of Education.

#### Pallagodda Estate School.

NOTICE is hereby given that the above school situated in the Kalutara District of the Western Province, under the management of the Superintendent, has been registered as a grant-in aid school, with effect from October, 1927.

Education Office,  
Colombo, November 9, 1928

L. MACRAE,  
Director of Education.

#### Ng/Dagonna Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. Tudor Ranasinghe for grant in aid of the above school, which is situated at Dagonna, Negombo District of the Western Province.

Observations will be received not later than December 10, 1928.

Education Office,  
Colombo, November 9, 1928.

L. MACRAE,  
Director of Education.

#### Medalpola Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. K. A. Daniel Appuhamy for grant in aid of the above school which is situated at Medalpola, Kurunegala District of the North-Western Province.

Observations will be received not later than December 3, 1928.

Education Office,  
Colombo, November 2, 1928.

L. MACRAE,  
Director of Education.

#### Ku/Pussella Sinhalese Girls' School.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, Colombo, for the conversion into a mixed school of the above-mentioned school, under his management.

Observations will be received not later than December 7, 1928.

Education Office,  
Colombo, November 6, 1928.

L. MACRAE,  
Director of Education.

#### Lankka Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school, which is situated in the Kegalla District of the Province of Sabaragamuwa.

Observations will be received not later than December 9, 1928.

Education Office,  
Colombo, November 9, 1928.

L. MACRAE,  
Director of Education.

#### Change of Management.

NOTICE is hereby given that Miss G. F. Opie, C. M. S. Ladies' College, Colombo, has been appointed Manager of the school mentioned below in place of Mrs. A. M. Walmsley.

*School referred to.*

C. M. S. Ladies' College, Colombo.

Education Office,  
Colombo, November 2, 1928.

L. MACRAE,  
Director of Education.

Education Office,  
Colombo, November 1, 1928.

L. MACRAE,  
Director of Education.



**Change of Management.**

NOTICE is hereby given that Mr. M. G. Fonseka has been appointed Manager of the school mentioned below in place of Mr. H. Dharmasiriwardana.

*School referred to.*

Dematagoda English Free Night School, Colombo.

Education Office, L. MACRAE,  
Colombo, November 1, 1928. Director of Education.

**Urban Education District Committee, Matale.**

TENDERS are hereby invited for the construction of a Tamil Girls' School building and separate Teachers' quarters at Molandapitiya road in Matale.

2. The tender must include the cost of clearing and building the school compound (about  $\frac{1}{2}$  acre), erecting wire fence and gate.

3. The plans and specifications may be seen and further information obtained during business hours at the Office of the Chairman, Education District Committee, Matale.

4. Tenders must be addressed to the Chairman, Education District Committee, Matale, and should reach the Office of the Chairman on or before 12 noon, on November 20, 1928.

5. The successful tenderer must be prepared to enter into an agreement with the Chairman, Education District Committee, for the due performance of the contract at the price quoted in the tender. No further payment will be made on the agreement for any extra work without the sanction of the Chairman.

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

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

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

R. G. WIJEYEKOON,  
Chairman.

Education District Committee Office,  
Matale, November 1, 1928.

**Loss of Firearms.****GALLE DISTRICT.**

An automatic pistol by Browning's Patent bearing No. 172631 on barrel and licensed under No. 191/E 6623, owned by E. D. Mendis of No. 93, Dangedera street, Galle, is said to have been stolen from his coat pocket, whilst it was hanging in the room wall at the said premises, on October 4, 1928.

The Kachcheri, K. VAITHIANATHAN,  
Galle, November 3, 1928. for Government Agent.

**PUTTALAM DISTRICT.**

Herat Mudiyansele Herathamy, ex-Arachchi of Pahala Uswewa, has lost his single-barrelled cap gun licensed under No. 97 of December 19, 1927, from his watch hut.

N. MOONESINGHE,  
October 30, 1928. for Assistant Government Agent.

**ANURADHAPURA DISTRICT.**

Description of gun: Single-barrelled muzzle-loading gun, 32831 marked on stock

Name and address of the licensee: Dunbara Punchirale, Tissawewa in Anuradhapura.

Number of licence: A 07978 renewed for 1928.

Remarks: Reported to have been lost.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Anuradhapura, November 1, 1928. for Government Agent.

**KEGALLA DISTRICT.**

Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. 642 on barrel.

Number of licence: 606/3K/A 39163.

Name of owner: G. Simon Singho, Madola, Avissawella.

Remarks: The gun is reported to be lost.

The Kachcheri, W. O. STEVENS,  
Kegalla November 1, 1928. Assistant Government Agent.

**Purchase of Lease of Crown Land.**

NOTICE is hereby given that the Government Agent of the Western Province will receive tenders for the purchase of the lease of the under-mentioned Crown land for a period of one year from January 1, 1929.

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri until 1 P.M. on Thursday, November 22, 1928, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

**CONDITIONS.**

1. One-fourth of the purchase amount shall be deposited in cash as security on the day of sale, and the rent shall be paid by the lessee on the 1st of each month in advance.

2. The purchaser is only entitled to the produce of the land.

3. The purchaser or his workmen shall not cut down any trees or interfere with any existing fence or boundary.

4. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.

5. No milch cows or she-buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.

6. The purchaser shall keep the land clean and in good order, pay all rates and taxes, and comply with Municipal regulations.

7. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.

8. The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province, to do so.

9. If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a month's notice being given; a proportionate reduction in the rental will be made for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.

10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land, and eject the purchaser and his workmen from the land without compensation.

11. The Government Agent reserves the right to reject any tender or all tenders.

The Kachcheri,  
Colombo, November 2, 1928.

R. N. THAINE,  
Government Agent.

*Land referred to.*

Preliminary plan No. 18,728, section 1.

Lot.	Situation.	Description.	Extent. A. R. P.
4 (part of)	Kotahena (adjacent to the main approach drain to the North Flood Scheme Tunnel)	Grass land	0 3 32

## Lease of Lot 20, Cinnamon Gardens.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the lease of the allotment of land known as Pelangastuduwa or lot 20, Cinnamon Gardens, more fully described in the schedule hereto annexed, for a period of two years, commencing from December 1, 1928, subject to the covenants and conditions set out in the form of lease hereto annexed.

2. The tenders, which must be in sealed envelopes superscribed "Tenders for the Lease of the Colombo Cinnamon Gardens," will be received at the Colombo Kachcheri until 12 noon on Wednesday, November 21, 1928, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agents that the tender is made *bona fide*.

3. The person whose tender is selected by the Government Agent for submission to His Excellency the Governor will be required to deposit at once one-tenth of one year's purchase amount in cash, and should the tender be accepted by His Excellency to furnish approved security for half of the whole purchase amount, or a deposit in cash for one-fourth of the whole purchase amount, within fourteen days of the date of receipt by him of the notification of the Governor's acceptance of his offer. Possession will not be granted until sufficient security has been furnished.

4. He will also be required to deposit money to pay the fees of the Crown Counsel for examining the title deeds of properties tendered as security and the expenses of appraising properties and registering the securities.

5. All title deeds tendered as security must be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they refer are unencumbered. This certificate must be obtained at the cost of the party producing the title deeds.

6. Any further information can be obtained on application at the Colombo Kachcheri.

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

The Kachcheri,  
Colombo, October 30, 1928.

R. N. THAINE,  
Government Agent.

## Schedule referred to.

Lot.	Situation.	Extent, A. R. P.	Description.
20	Dematagoda and Egodakolonnawa	70 1 23	Cinnamon and grass

An agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_, Government Agent of the Western Province, for and on behalf of Our Sovereign Lord the King (hereinafter called the lessor, which expression shall include his successors in office, for the time being), of the one part, and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter called the lessee, which expression shall include his heirs, executors, administrators, and assigns,) of the other part, by which the parties hereto agree as follows:—

1. The lessor on behalf of the Crown agrees to let and demise and the lessee to take all that allotment of Crown land, situated at \_\_\_\_\_ in \_\_\_\_\_, particularized in the schedule hereto, and containing in the whole \_\_\_\_\_, together with all ways, waters, casements, and appurtenances thereto belonging or usually occupied or enjoyed therewith, for the term of \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ for the gross sum of Rupees \_\_\_\_\_, of which one-tenth of one year's rent, to wit, Rupees \_\_\_\_\_, was paid by the lessee to the lessor on the \_\_\_\_\_ day of \_\_\_\_\_ last, the receipt of which the lessor doth hereby acknowledge, and the remaining nine-tenths (hereinafter called the rent) shall be paid by the lessee to the lessor by equal quarterly payments on the \_\_\_\_\_ day of \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_ in every year of the said terms, the first of such quarterly payments to be made on the \_\_\_\_\_ day of \_\_\_\_\_ next, and the last to be made in advance one calendar month before the expiration of the said term.

2. The lessee shall not during the term aforesaid sublet or lease any portion of the said plantation or premises, and shall not erect or construct any temporary or permanent buildings upon the said premises, or open any road through the premises, except with the previous consent in writing of the lessor. In the event of consent being given by the lessor to the lessee for the erection of any temporary buildings on the said premises, such buildings shall be according to a plan to be approved by the Municipal Council of Colombo.

3. The lessee shall cultivate, maintain, and keep up the said premises in a good and husbandlike manner; and shall within, one year from the commencement of the term, thoroughly weed and clear the said premises, and shall thereafter, during the continuation of the said term, previously to the month of October, in every year, pull and root up all herbs and weeds growing upon the said premises, and once in every year shall cleanse the ditches, gutters, and water-courses; and in case of default thereof in the last year, the lessee shall permit the lessor and all persons authorized by him to enter and weed the said plantation and cleanse the said ditches, gutters, and water-courses; and shall repay the expenses thereof.

4. The lessee shall not plant any other trees, plants, or shrubs, save and except cinnamon bushes and grass, without the written consent of the lessor.

5. The Crown shall be at liberty during the term of the lease on giving one month's notice to the lessee to resume possession of the premises hereby demised or any portion thereof, and to sell or otherwise appropriate such premises or such portions thereof when required by Government, and a proportionate deduction shall be made from the instalments of rent subsequent to the appropriation of such land by the lessor, his agent or agents such proportion to be estimated with reference to the gross acreage of the premises hereby demised, and without reference to the quality of the land appropriated by the lessor as aforesaid. The lessee shall on receipt of a month's notice of such requirement from the lessor, his agent or agents surrender such portion or portions without compensation.

6. If any portion of the plantation and premises hereby demised to be adjudged during the continuance of the tenancy to be private property and not to belong to the Crown, such adjudication shall in no way determine the tenancy, but an abatement in the rent shall be made by the lessor on behalf of the Crown proportionate to the acreage declared to be private property.

7. The lessee shall not during his tenancy cut or peel any cinnamon sticks which shall not have come to maturity, nor shall he at any time destroy or injure any cinnamon bushes or trees or timber on the said plantation growing, nor shall he at any time commit any waste thereon. Provided, however, that nothing herein contained shall prevent the lessee from harvesting such cinnamon as is fit to be harvested in the usual course of husbandry.

8. The lessee shall permit the lessor or his agent or agents at all reasonable time during the tenancy to enter upon the said leased premises and plantation to view the state and condition thereof.

9. During the last year of the term it shall be lawful for the lessor to appoint one or more persons who shall superintend the cutting and peeling of cinnamon then growing upon the said plantation, and so soon as such superintendent or superintendents have been appointed, the lessee shall not cut or harvest any cinnamon, save with the approval and consent of one of such superintendents.

10. The lessee shall, from time to time during the said term, when and so often as need shall require, at his own cost, well and substantially repair and maintain the boundary marks and hedges, mounds, banks, fences, drains, and ditches, which indicate the boundaries of the premises hereby demised.

11. The lessee shall be at liberty to manure the premises hereby demised or any portion thereof subject to Municipal regulations. Cattle are not allowed on the land.

12. The lessee shall at the expiration or sooner determination of the said term deliver up the said plantation and leased premises and all fixtures and additions thereto in such good and husbandlike condition as aforesaid, and in all respects in such state and condition as shall be consistent with the due performance of the agreements and stipulations herein contained.

13. The lessee shall, for more perfectly securing to the Crown the due performance of the conditions above set forth, execute with one or more sureties, immediately after the execution of these presents, a bond of even date herewith in favour of Our Sovereign Lord the King for the sum of Rupees \_\_\_\_\_, and hypothecating to the Crown the proprieties therein mentioned.

14. If any other quarterly instalments of rent hereby secured shall be in arrear for more than thirty days, or if the lessee commit a breach of any of the foregoing covenants, it shall be lawful for the lessor for and on behalf of the Crown to re-enter upon the said plantation and leased premises without making any compensation to the lessee, and thereupon it shall be optional to the lessor on behalf of the Crown either to sell the remainder of the term at the risk of the lessee or to forthwith determine the tenancy of the said plantations and leased premises.

15. The lessee will pay all rates and taxes due on account of this land and be subject to Municipal regulations.

16. The lessee shall provide permanent latrine accommodation in accordance with Municipal requirements and regulations.

In witness whereof the said \_\_\_\_\_ and the said \_\_\_\_\_ have hereunto set their hands at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

in the year of Our Lord One thousand Nine hundred and \_\_\_\_\_.

Witness : \_\_\_\_\_

#### Destruction of a Dangerous Rogue Elephant.

IN terms of section 9 (1) of the Game Protection Ordinance, No. 1 of 1909, the Assistant Government Agent, Hambantota, is prepared to issue a licence free of stamp duty for the destruction of a dangerous rogue elephant frequenting Bata-ata and Pallegama divisions in East Giruwa pattu of Hambantota District.

Description of the animal can be obtained from the Kachcheri.

V. COOMARASWAMY,

The Kachcheri, Assistant Government Agent.  
Hambantota, November 1, 1928.

#### Destruction of a Dangerous Rogue Elephant.

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

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

V. COOMARASWAMY,  
Assistant Government Agent.

The Kachcheri,  
Hambantota, December 6, 1928.

#### Sale of old Gazettes, Nuwara Eliya.

AN auction sale of *Government Gazettes* from 1906 to 1924 (1,069 in number) will be held at the Divisional Forest Office, Nuwara Eliya, on Saturday, December 1, 1928, at 11 A.M.

2. Payment in full of the successful bid should be made at the time of sale.

3. All the *Gazettes* sold should be removed before the expiration of three days after the date of approval of the sale.

F. J. S. TURNER,  
for Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, November 1, 1928.

#### Tenders for the Purchase of Grazing Rights.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the grazing rights on the under-mentioned reclaimed lands adjoining Colombo Lake for a period of one year from January 1, 1929, subject to the following conditions:—

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri, until 1 P.M. on Wednesday, November 28, 1928, when they will be opened. All

persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tenders are made *bona fide*.

#### Conditions.

(1) The purchase amount shall be paid in full on the day of sale.

(2) The purchaser is only entitled to the grazing rights.

(3) The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.

(4) The purchaser shall keep the land clean and in good order, and also comply with Municipal regulations.

(5) No milch cows shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.

(6) Each animal must be securely tethered with an iron peg and strut 20 feet, and at a distance not less than 20 yard from a road.

(7) Cattle not tethered are liable to be seized and dealt with as stray cattle.

(8) The purchaser shall not assign, transfer, or sublet this right without the previous consent in writing of the Government Agent, Western Province.

(9) If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given, and a *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof.

(10) In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land, and eject the purchaser and his workmen from the land without compensation.

(11) The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,  
Colombo, November 5, 1928.

R. N. THAINE,  
Government Agent.

#### LANDS REFERRED TO.

- (a) Land at Hunupitiya Bay, the Old Motor Show site.
- (b) Land bordering McCallum road, exclusive of leased lands.
- (c) Land at Slave Island adjoining Slave Island Municipal School.

#### Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province, will sell by *public auction*, at his office in Colombo, at 1 P.M., on Friday, November 23, 1928, the lease of the produce of the trees on the three under-mentioned premises for *one year from January 1, 1929*, subject to the following conditions:—

1. The purchase amount should be paid in full on the day of sale by the purchaser.

2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.

3. The purchaser or his workmen shall not pick any immature nuts.

4. The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.

5. The purchaser shall pay all Municipal taxes.

6. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving *one month's notice* to the lessee.

7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.

8. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.

9. In the event of any breach of the foregoing conditions the Government Agent will resume possession of the land and eject the purchaser from the premises without compensation.

10. The Government Agent reserves the right to reject any bid or all bids.

PREMISES REFERRED TO.

(1) Premises known as "Reviela," containing 34 bearing and 6 unbearing coconut trees, 1 mango tree, 1 bread-fruit tree, 1 jak tree, and 1 arecanut tree.

(2) Premises occupied by the International Women's Club; containing 31 coconut trees and 3 jak trees.

(3) Old Sanitary Office premises now occupied by the Matron, Lying-in-Home; containing 27 coconut trees, 13 unbearing coconut trees, 1 jak tree, and 1 bread-fruit tree.

The Kacheheri,  
Colombo, November 6, 1928.

R. N. THAINE,  
Government Agent.

Rinderpest.

WHEREAS by proclamation dated August 2, 1928, published in the *Government Gazette* No. 7,658 of August 10, 1928, the premises known as the Bloemendahl swamp, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from October 31, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 20, situated at Jampettah 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 October 28, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS by proclamation dated August 14, 1928, published in the *Government Gazette* No. 7,660 of August 24, 1928, the premises bearing assessment No. 36, situated at Nagalagam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of

section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from October 31, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 27/28, situated at Prince of Wales avenue, 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 October 27, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 44, situated at Hill 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 October 27, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 64, situated at Siripina 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 October 27, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 77, situated at Wolfendahl 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 October 26, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

Rinderpest.

WHEREAS by proclamation dated October 22, 1928, published in the *Government Gazette* No. 7,671 of October 26, 1928, the premises bearing assessment No. 10, situated at Nelson lane, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from October 25, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, November 2, 1928.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 223, situated at Nagalagam 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 October 19, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, November 3, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 80, situated at Panchikawatta 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 October 30, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, November 3, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 19, situated at Mosque 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 October 29, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, November 3, 1928. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated October 24, 1924 published in the *Government Gazette* No. 7,672 of November 2, 1928, the premises bearing assessment No. 90/1, situated at Greenlands road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from November 3, 1928.

CHAS. W. PATE,  
The Municipal Office, Municipal Veterinary Surgeon,  
Colombo, November 6, 1928.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Nedagomuwa in Alutkuru korale north of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 24, 1928, 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, October 10, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Tammita in Alutkuru korale north of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as

amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 31, 1928, 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, October 10, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Minuwangoda in Alutkuru korale north of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 24, 1928, 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, October 10, 1928. for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out at Digarolewatta at Aturugiriya in the Palle pattu, Hewagam 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 and 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the land called Teberanwatta and village boundary of Pore, south by the tract of fields called Taldiyawala, east by ditto Mahadeniya, west by the village boundary of Pore.

This declaration shall take effect from the date hereof.

October 25, 1928. R. P. RUBAROE,  
Chief Headman.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Kotuwila in Colombo Mudaliyar's division of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated October 5, 1928, 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, October 31, 1928. for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out at Bomiriya Pahala in the Palle pattu, Hewagam 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 Kelani ganga, south by Colombo-Avissawella high road, east by dewata road leading from the high road to Gontotuwa, west by Maha-ela.

This declaration shall take effect from the date hereof.

November 1, 1928. R. P. RUBAROE,  
Chief Headman.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Wattedegedera in Alutkuru korale north of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated October 12, 1928, 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, November 2, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Nawala in Colombo Mudaliyar's division of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated July 13, 1928, 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, November 3, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Kotuwila in Colombo Mudaliyar's division of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated September 14, 1928, 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, November 5, 1928. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Nawala in Colombo Mudaliyar's division of Colombo District of the Western Province, under section 5 sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 31, 1928, 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, November 5, 1928. for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out at Dippitigoda in the Adikari pattu in 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 Hunupitiya, south by fields, east by Dippitigoda Village Committee road, west by village boundary of Wanawahala.

This declaration shall take effect from the date hereof.

October 26, 1928. MAURICE PERERA,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at Bendiyamulla in the Meda pattu of Siyane korale west, 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 the boundary of Alutkuru korale south, south by the high road from Minuwangoda to Heneratgoda, east by the estate of Mr. C. H. A. Samarakkody, Mudaliyar, west by dewata road bordering the land of G. de Saram.

This declaration shall take effect from the date hereof.

October 31, 1928. MAURICE PERERA,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at Indibedda 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 land belonging to T. William Peiris, south by land belonging to K. Salmon Fonseka, east by land belonging to T. Joseph Fernando, west by road leading to Talgashena ferry.

This declaration shall take effect from the date hereof.

October 29, 1928. G. W. DE FONSEKA,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at garden No. 233, Kalubowila west 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 property belonging to late Charlis Fernando, south by road to Vihare lane, east by dewata road to Pamankada, west by ela.

This declaration shall take effect from the date hereof.

October 29, 1928. FELIX A. KARUNARATNE,  
Chief Headman.

**Rinderpest.**

WHEREAS rinderpest has broken out at garden No. 45, Weragoda in Ambatalen pahala 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 Grandpass-Avissawella road, south by Raggurupitiya-ela, east by property belonging to D. J. Wanigasuriya, west by property of I. Don Arnold.

This declaration shall take effect from the date hereof.

October 31, 1928. FELIX A. KARUNARATNE,  
Chief Headman.



**Rinderpest.**

WHEREAS rinderpest has broken out at Kalubowila west 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 road, south by fields, east by land belonging to James Gomis and others, west by land belonging to Narahenpitige people and others.

This declaration shall take effect from the date hereof.

FELIX A. KARUNARATNE,  
Chief Headman.

November 3, 1928.

**Rinderpest.**

WHEREAS rinderpest has broken out at Horetuduwa in the Panadure totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the Panadure-ganga, south by the Gorakana village boundary, east by the Colombo-Galle high road, and west by the Panadure-ganga, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from October 30, 1928.

EDMUND PEIRIS,  
Chief Headman.

October 30, 1928.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Narangodapaluwa in Alutkuru korale south of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated October 19, 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, Colombo, November 1, 1928. R. J. PEREIRA,  
for Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kurukulawa in the Adikari pattu in 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 Pahala Karagahamuna, south and east by fields of Kurukulawa, west by District Road Committee road to Kurukulawa.

This declaration shall take effect from the date hereof.

October 25, 1928. MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Gorakapitiya 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 the land called Alubogahawatta, south by the portion of same land, east by the field, west by the Village Committee road.

This declaration shall take effect from the date hereof.

October 24, 1928. G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Gorakapitiya 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 land belonging to Singankuttiachehige Yohanahamy, south by land belonging to Singankuttiachehige Tigonis, east by the field, west by the land belonging to Hiripitiyage Juwanis Silva.

This declaration shall take effect from the date hereof.

October 24, 1928. G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

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

The area is bounded on the north by land of Hemanis Appu, south by land of Resohamy, east by land of Nonis Appu, west by land of John Singho.

This declaration shall take effect from the date hereof.

November 1, 1928. C. H. A. SAMARAKKODY,  
Chief Headman.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Bowela, Urawela, and Welata, in Gangawatapalata korale of Yatinuwara division of Kandy District of the Central 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, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

November 1, 1928. T. B. MAMPITIYA,  
Chief Headman.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Dorakumbura in Gampahasiya pattu of Matale South in the District of Matale of the Central 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 the *Government Gazette* No. 7,664 of September 21, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from October 30, 1928.

F. DE S. JAYARATNE,  
The Kachcheri, for Assistant Government Agent.  
Matale, October 31, 1928.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the areas declared infected at Dembawa, Elamalpota, Wahakotte, Nikawatawana, Kosgolla, Medabedda, Madipola, Alutgama, and Puwakattawela, and Pussella, in the District of Matale of the Central 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 the *Government Gazette* Nos. 7,657 of August 3, 1928, 7,661 of August 31, 1928, 7,661 of August 31, 1928, 7,662 of September 7, 1928, 7,664 of September 21, 1928, 7,664 of September 21, 1928, 7,664 of September 21, 1928, 7,665 of September 28, 1928, and 7,665 of September 28, 1928, respectively, are free from foot-and-mouth disease, and are no longer infected areas.

This declaration is to take effect from November 1, 1928.

The Kachcheri, F. DE S. JAYARATNE,  
Matale, November 5, 1928. Assistant Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kathiraveli in Koralai pattu of the Batticaloa District, Eastern Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* No. 7,665 of September 28, 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, D. C. R. GUNAWARDANA,  
Batticaloa, October 30, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Vakarai and Pannichchankeni in Koralai pattu of the Batticaloa District, Eastern Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* No. 7,669 of October 12, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, D. C. R. GUNAWARDENE,  
Batticaloa, October 30, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the villages of Kalalpitiya and Selava in Arama wasama in Tumpalata pattu west in Paranakuru korale of Kegalla District: It is 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.

The infected area is bounded on the north by the boundary of Randiligama village, east by Selavakanda, south by Getakohoella, west by village boundaries of Hakurugamana and Alagalla.

This declaration is to take effect from October 28, 1928.

November 2, 1928. M. B. MAPITIGAMA,  
Chief Headman.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that Kintyre estate, Maskeliya in Uda Bulatgama, Ambegamuwa korale of Maskeliya, Kandy District of the Central Province, declared infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, amended by Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated September 28, 1928, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration shall take effect from the date hereof.

November 1, 1928. J. MARAMBE,  
Chief Headman.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Great Valley estate, Pattiayagama-Pallegama in Hewawissa korale of Pata Hewaheta in Kandy District of the Central 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 September, 1928, is free from the hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, W. D. GUNARATNA,  
Kandy, November 6, 1928. for Government Agent.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Neervely North and Chiruppidy villages in Valigamam East division of the Jaffna District of the Northern 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 October 5, 1928, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

November 2, 1928. A. CHELLAPPAN,  
Chief Headman.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the areas declared infected at Pannala and Dehelgamuwa palatas in Ihala-wisideke korale west in Hiriyaala 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 August 24, 1928, is free from hoof-and-mouth disease, and are no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, W. ABEYAWARDANE,  
Kurunegala, October 31, 1928. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in Manikkampattiya tulana, No. 74 of Meda pattuwa in the Tamankaduwa district of the North-Central Province: I, Donald Charles de Silva, Revenue Officer of the Tamankaduwa district, do hereby declare under sub-sections

(1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the Manikkampattiya tulana, No. 74, within the following boundaries, is an infected area :—

*Boundaries.*

North by the boundary of the Pudoor tulana, No. 75.  
East by the Mahaweli-ganga.  
South by the Amban-ganga.  
West by the boundary of Topawewa tulana, No. 73.  
This declaration will take effect from the date hereof.

October 28, 1928.

D. C. DE SILVA,  
Chief Headman.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in Onegame tulana, No. 76 of Meda pattuwa in Tamankaduwa district of the North-Central Province: I, Donald Charles de Silva, Revenue Officer of the Tamankaduwa District, do hereby declare under sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the Onegame tulana, No. 76, within the following boundaries is an infected area :—

*Boundaries.*

North by the Tambale tulana No. 77.  
East by the Mahaweli-ganga.

South by the Pudoor tulana No. 75.

West by the Topawewa-Tambala District Road Committee road.

This declaration will take effect from the date hereof.

October 29, 1928.

D. C. DE SILVA,  
Chief Headman.

**Pleuro-Pneumonia in Goats.**

WHEREAS pleuro-pneumonia has broken out among goats in the village of Pallebedda in Thambagam pattu of Atakalan korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area boundaries of which are specified below, is infected, in terms of sub-section 1 of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

This proclamation is to take effect from the date hereof.

The boundaries of the infected area are :—North by Galpaya Nindagama, east by Timbolketiganga, south by Rakwana-ganga, west by Kumbuk-ara.

November 4, 1928.

S. A. I. ELAPATA,  
Chief Headman.

**SALES OF TOLL AND OTHER RENTS.**

**Toll Rents, Western Province.**

NOTICE is hereby given that on Tuesday, November 27, 1928, at 12 noon, will be put up for resale at the Colombo Kacheheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of October, 1928, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21, of 1905.

From December 1, 1928, to September 30, 1929.

Canals.—(1) Grandpass, (2) Kittanpahuwa, (3) Kalutara.

Ferries.—Mutwal.

The Kacheheri,  
Colombo, November 2, 1928.

R. N. THAINE,  
Government Agent.

**Tenders for Ferry Rents, Ratnapura District.**

NOTICE is hereby given that the Government Agent of the Province of Sabaragamuwa, Ratnapura, will receive tenders at the Ratnapura Kacheheri, at 2 P.M., on December 3, 1928, for the purchase of the under-mentioned toll rent from January 1, 1929, to December 31, 1929.

2. (a) Tenderers must be present or satisfy the Government Agent by some duly accredited agent that the tenders are *bona fide*.

(b) Tenders should be marked "Tenders for Toll Rents" in the left hand top corner of the envelope, which should also bear the name of rent for which tender is made.

3. The Government Agent reserves to himself the right of accepting or rejecting any tender.

4. 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 Government Agent, to furnish approved security for one-half of the purchase amount for twelve months, 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 Government Agent's acceptance of his offer.

5. He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expense of appraising the properties, and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

6. 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.

7. Further information can be obtained on application to the Government Agent of the Province of Sabaragamuwa, Ratnapura.

*Ratnapura District.*

Toll at Kadurukotvella ferry on the Village Committee road from Yakghapitiya to Delgoda.

The Kacheheri,  
Ratnapura, October 29, 1928. for Government Agent.

W. H. MOORE,

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

## Local Option, Nuwara Eliya District, 1929-30.

IT is hereby notified for public information that the Assistant Government Agent, Nuwara Eliya District, Central Province, in exercise of the powers vested in him by rule 6 of Excise Notification No. 146 of August 14, 1925, as modified by Excise Notification No. 180 of August 30, 1928, has appointed the under-mentioned dates, time, and places for recording votes for the purpose of ascertaining whether 60 per cent. of the inhabitants of the respective tavern areas who are entitled to vote are opposed to the existence of the taverns, &c., situated in such areas:—

Tavern, &c.	Date and Time of Poll.	Place.	Names of Villages served.
Arrack tavern, Ragala	January 8, 1929, from 8 A.M. to 7 P.M.	C. M. S. School, Ragala	The towns of Ragala and Brookside the Ragala wasama, and the following estates:—Silverkandy, Glendeven, Liddesdale, Stafford Halgran-oya, Delmar, Coneygar, Ragala, Goatfell, Concordia, St. Leonards, and Brookside
Toddy tavern, Maturata	December 11, 1928, from 8 A.M. to 7 P.M.	Maturata Circuit building	The estates—Marigold, Seaton, Alma Group, Gonakelle, and Ambatenne, and the villages—Ehalagastenne, Wetekopota, Attankumbura, Wewetenna, Ukutula, Ketayapatana, Ampitigoda, Dunukebedda, and Maturata
Toddy tavern, Manakola	December 18, 1928, from 8 A.M. to 7 P.M.	Padiyapelella Village Tribunal Court house	The estates—Elemulle, Gallela, and Kabaragala, and the villages—Martuwella, Okandagala, Idampitiya, Nugayaya, Wellagiriya, Metibembiya, and Manakola
Nanu-oya Hotel Bar licence	January 22, 1929, from 8 A.M. to 7 P.M.	Government School, Nanu-oya	The Sanitary Board area of Nanu-oya, the town arachchi's wasam of Kirimetiya, and the estates—Uda Radella No. 1, Uda Radella No. 2, Ardeneven, Edinburgh, Glassuch, Carlabeck, Lorne, Easdale, Clarendon, Abbotsford, and Dressford.

The Kachcheri,  
Nuwara Eliya, November 7, 1928.

W. E. HOBDAY,  
Assistant Government Agent.

## Notice regarding Local Option Arrack, Toddy, and Foreign Liquor Taverns in the Kegalla District for 1929-1930.

IT is hereby notified for public information that the Assistant Government Agent of the Kegalla District, in exercise of the powers vested in him by rule No. 3 of the rules specified in the schedule to the Excise Notification No. 180 of August 30, 1928, in respect of the under-mentioned taverns, has appointed the under-mentioned dates and places for recording votes for the purpose of ascertaining whether 60 per cent. of the inhabitants of the areas are opposed to the existence of the taverns within such areas:—

No.	Name of Tavern.	Time.	Date of Poll.	Place of Poll.	Names of Villages served.
1	Olagama arrack tavern and Kegalla Town foreign liquor tavern	8 A.M. to 7 P.M.	December 3, 1928.	Kegalla Town Hall	Bohora, Ekiriyagala, Nimmalgoda, Pitihuma, and Wilgama in Ekiriyagala wasama, Golahela, Ihalgama, Kegalla, Mirihella, Olagama, Pussella, Siyambalapitiya, and Wewaldeniya in Siyambalapitiya wasama, Kegalla Local Board town, Beragala, Karapalagala, Paranagampola, Ranwela in Ambanpitiya wasama, Kahatapitiya, Marapone, Paragammana, and Waldeniya in Makura wasama, Madeiyawa, Mipitiya, Nandiwela, and Nilwakka in Karandupone wasama
2	Yattogoda tavern	arrack do.	December 6	Buddhist School, Yattogoda	Asideniya in Asideniya wasama, Delpathdeniya, Pala poluwa, Peherambe, Siyambalapitiya, Yattogoda in Peherambe wasama, Ballapana in Dammala wasama, Dumbuluwawaka in Hatnagoda wasama, Liniyakaduwa, Mampita, Marapitiya, and Nelundeniya in Morawaka wasama, Akwatta, Bodawala, Koswatta, and Kumbalgama in Akwatta wasama
3	Ussapitiya tavern	toddy do.	December 13	Ratamahatmaya's Office	Ussapitiya, Katugaha, Bampane, Mawatagama, Waharakgoda, Kariyagama, Alupota, Gammanagoda in Ussapitiya wasama, Pattagama, Leuke, Siyambalapitiya, Daswata, Welideniya, Padidora, and Uturnala in Leuke wasama, Polambegoda, Nikapitiya, Kalwana, and Godigomuwa in Nikapitiya wasama, Attapitiya, Udapamunuwa, Palle Pamunuwa, Ruwandeniya, and Beminiwatta in Attapitiya wasama, Talgomuwa in Talgomuwa wasama, Dewanagala in Alutnuwara wasama, Kekirigoda, and Gallela in Idampitiya wasama, Maliyadda, Edanduwwa, Nankurugama, Erabudupela, and Karahanpitiyigoda in Edanduwwa wasama
4	Debatgama tavern	toddy do.	December 20	Buddhist School, Debatgama	Nainankada and Nilapalagammana in Kehelwatte wasama, Hathgampola, Elangipitiya, Debatgama Uda, Debatgama Palle, Moragammana, Parapitiya, and Beligoda in Hathgampola wasama

The Kachcheri,  
Kegalla, November 5, 1928.

W. O. STEVENS,  
Assistant Government Agent.

**MUNICIPAL COUNCIL NOTICES.****List of Brokers' Licences issued during the Month of October, 1928.**

No. of Licence.	Date.	Name.	Address.
132 ..	October 1, 1928 ..	P. F. Dias ..	Boteju lane, Dehiwala
133 ..	October 10, 1928 ..	H. R. de Silva ..	Messrs. Henry & Manuel, Grandpass
134 ..	October 29, 1928 ..	Oduman Lebbe Marikar Siraj Lebbe Marikar..	16, Keyzer street, Colombo

Town Hall,  
Colombo, November 2, 1928.

G. H. N. SAUNDERS,  
Municipal Treasurer.

**NOTICE** is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises, and for the period mentioned in the sub-joined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the assessment rates and costs be duly paid.

The Municipal Office,  
Colombo, November 5, 1928.

G. H. N. SAUNDERS,  
for Chairman.

**SCHEDULE.**

**Date of Sale : Thursday, November 29, 1928.**

Premises No.	Street.	Quarter and Year.	Time of Sale.
3494/33	Elie House road	1st and 2nd quarters, 1928	9 A.M.

**MUNICIPALITY OF KANDY.**

**Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on September 15, 1928, at 8.30 a.m., in accordance with Notice dated September 11, 1928.**

*Present* :—Mr. R. H. Whitehorn, Chairman ; Mr. J. C. Ratwatte ; Mr. G. E. de Silva ; Mr. Haji M. S. Usoof Ismail ; Mr. S. A. Wijayatilake ; Mr. A. V. Perera ; Dr. G. P. Hay ; Dr. F. Keyt ; Mr. E. H. van der Straaten.

1. Mr. Ratwatte proposed that Mr. G. E. de Silva, who had failed to attend three consecutive General Meetings be restored to office as provided by section 30 of "The Municipal Councils Ordinance, 1910." Mr. Wijayatilake seconded.—Carried.

2. The Minutes of Proceedings of the Meeting held on August 25, 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.

3. The following documents were submitted :—

- Statement of receipts and disbursements from close of 1927 to August 31, 1928, on account of the Municipal Fund.
- Progress report of works brought up to the same date.
- Health Officer's report for August.
- Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of August.
- The reservoir readings for August.

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*.

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

5. Petitions :—Mr. de Silva presented (1) petition from residents of Katukele Lake road complaining about the unsatisfactory state of the road ; (2) petition from late Distraining Officer, W. D. C. Appuhamy, asking for a gratuity.

Mr. Wijayatilake presented (1) petition from Mr. G. B. de Silva *re* insanitary drain running between his residence and the newly built boutiques on the land adjoining ; (2) petition from Mr. B. Dabare, the resident of Model tenement *re* the state of the drain which runs between the Model tenements and joins the Meda-ela.

6. Correspondence :—(1) Letter No. W 94/28 of September 4, from the Assistant Colonial Secretary on the subject of the necessity for a Town Planning Ordinance.—Read.

(2) Letter No. W 398/27 of September 6, from the Hon. the Colonial Secretary to the General Manager of the Railway intimating that it has been decided that the emergency rat-proof structure put up by the Municipality should remain as it is for the information of the Chairman.—Read.

(3) Letter No. W 34/26 of September 10, from the Assistant Colonial Secretary *re* the acquisition of land for model tenements at Deyannawela.—Read.

(4) Letter of August 11, from Dr. P. Tennakoon, Medical Officer of Health, applying for an extension of 6 months' leave from next October.—Resolved that the leave applied for be granted.

7. Pursuant to notice, Mr. S. A. Wijayatilake asked—Will the Chairman be pleased to state by what date the extension of electric lighting on Peradeniya road will be started.

The Chairman read a letter from the Municipal Electrical Engineer stating that the work would be commenced on Monday, September 17.

7 A. Pursuant to notice, Mr. G. E. deSilva moved—(1) That a statement showing the number of resolutions which has been passed during the years 1925, 1926, and 1927, be tabled. (2) That a statement (a) of the resolutions passed during the aforesaid period, that have been partially carried out, (b) of those resolutions that have been fully carried out, and (c) of those resolutions not commenced yet be also tabled. (3) That the amount that is being spent annually on the Kandy Esplanade and the name of the officer under whose supervision it is, be tabled.

The Chairman undertook to have the statements called for prepared and as regards 3, he stated that on an average a sum of Rs. 25 was spent annually on the upkeep of the Victoria Esplanade and that the work was done under the supervision of the Superintendent of Works.

8. To proclaim as public stands for the accommodation of hiring cars the following :—(1) market stand, (2) Temple street stand, (3) King street stand, (4) Katugastota road stand.—Resolved that the stands be proclaimed accordingly.

9. To sanction the estimate of Rs. 700 for erecting overhead service main from Katugastota road to a point close to the elephants' bathing place (a distance of 325 yards).—Resolved to call for an estimate for an underground cable.

10. Application from Mr. G. F. Buultjens, Superintendent of Municipal Works, for a house rent allowance.—Resolved that the matter be deferred for consideration at the next meeting.

11. Papers *re* the continuance of Mr. S. W. de Silva, Assessment Clerk, for another year from September next, when he reaches the age limit for retirement.—Resolved, Mr. Perera dissenting, that Mr. de Silva be allowed to continue for another year from September.

12. Papers *re* parking of cars near Queen's Hotel.—Resolved that the matter be deferred for consideration after further consultation with the Superintendent of Police.

13. Recommendations of Standing Committees.

*Extract from the Minutes of the Meeting of the Standing Committee on Law and General Subjects held on August 25, 1928.*

(1) Papers *re* exhibition of advertisements.—Recommended.

(2) Papers *re* supply of milk.—Recommended to request Government to raise the maximum fine leviable under the Municipal Councils Ordinance to Rs. 250.

*Extract from the Minutes of the Meeting of the Standing Committee on Markets and Sanitation held on August 25, 1928.*

(3) Letter of August 14, from K. Sinniah asking that the licence for stall No. 27, Public Market be transferred in his favour as his partner, T. K. Saris Appuhamy is unable to carry on the business.—Transfer recommended on payment of Rs. 100.

*Extract from the Minutes of the Meeting of the Standing Committee on Finance and Assessment held on August 25, 1928.*

(4) Application for a gratuity from (1) Alagie, night soil pit cooly.—Recommended Rs. 83·64. (2) Sinna Caruppen Kangany.—Recommended Rs. 621·70.

(5) Papers *re* proposals to abolish all fees paid unofficially to Mahiyawa cemetery-keeper and coolies, to increase their emoluments, and to introduce a system of capitalized payments for the upkeep of graves, by private parties.—Recommended.

(6) To sanction the payment of Rs. 45 to extra watchers on the market grounds during the Perahera.—Recommended.

(7) To obtain a vote of Rs. 120 for dust bins for the market.—Recommended.

(8) To write off the following amounts on account of irrecoverable receipts returned by the Distraining Inspector—2nd quarter, 1926, Rs. 443·24 ; 3rd quarter, 1926, Rs. 414·68 ; 4th quarter, 1926, Rs. 165·84 ; 1st quarter, 1927, Rs. 143·04.—Recommended.

(9) Letter of August 10, 1928, from the Superintendent of Municipal Works asking for a further vote of Rs. 2,881·90 for maintenance of Waterworks.—Recommended Rs. 2,215·25.

(10) Papers *re* rebuilding of Nos. 18–21, Castle Hill street, and Nos. 54–59, Colombo street.—Recommended to offer Rs. 2,000 for the area (220 square feet) to be acquired.

*Extracts from the Minutes of the Meeting of the Standing Committee on Municipal Works held on August 25, 1928.*

(11) Estimate of Rs. 330 for work in Buddhist portion of cemetery.—Recommended.

(12) Papers *re* the proposed sale of land, about half an acre in extent near the Municipal quarry in Gregory road to Dr. S. Somasundaram.—Recommended to sell lease for 25 years at an upset rental of Rs. 60 per annum with option of renewal for a further 25 years with liberty to double the rental if so decided.

(13) Papers relating to the repairs to the dredger.—Recommended to entrust repairs to C. A. Hamy for Rs. 1,400, 25 per cent. to be deferred payment for three months.

(14) Application for a water service to premises No. 5A<sup>2</sup>, road between Primrose Hill and Peradeniya road.—Recommended.



(15) Papers *re* the proposed extension of the Mowbray wall.—Recommended to pay the balance Rs. 700 to Mr. Gaster for the extension.

(16) Application from H. M. Shariff, for water service to 54, 55, 56, Colombo street.—Recommended.

(17) Application from the Chairman, Education District Committee, for water service, for Government Schools at Katukele and Buwelikada. (838-850, Peradeniya road, and 92A and B, Malabar street.)—Recommended.

*Extracts from the Minutes of the Meeting of the Electricity Committee held on August 25, 1928.*

(18) Accountant's memorandum inquiring whether the deposit of 75 per cent. of estimated cost should be obtained in the case of repairs before work is commenced.—Recommended that the deposit should only be insisted upon where the estimated cost exceeds Rs. 50.

(19) Letter of July 27, 1928, from the Municipal Electrical Engineer submitting plan and estimate for Rs. 4,549·85 for the proposed transformer sub-station at Peradeniya.—Recommended subject to Provincial Engineer's stipulations.

(20) Estimate for Rs. 175·48 for a lamp standard at Wace Park.—Recommended.

Resolved that the recommendations be adopted with the exception of (8), (9), (12), and (19) which were deferred for consideration at the next meeting.

14. To elect a member to serve on the Standing Committee on Law and General Subjects and on the Electricity Committee. Mr. G. E. de Silva was elected to serve on both Committees.

Confirmed this 20th day of October, 1928 :

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

A.—GENERAL REVENUE ACCOUNT.

Revenue Account for the Nine Months, January 1 to September 30, 1928.

EXPENDITURE.	Estimated for 1928.		Incurred from Jan. to Sept. 1928.		REVENUE.	Estimated for 1928.		Accrued from Jan. to Sept. 1928.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	98,379	96	76,019	25	1 Consolidated rate ..	212,000	0	183,519	36
1A Administrative, other charges ..	21,560	0	17,355	16	2 Taxes ..	41,533	0	49,708	96
2 Rice allowance to coolies ..	—	—	—	—	3 Tolls ..	4,506	0	3,369	76
3 Collectors ..	6,560	0	5,095	14	4 Licence fees and stamp duties—				
4 Infectious diseases, prevention ..	5,000	0	26,464	11	(a) Licence fees ..	5,050	0	4,515	75
5 Scavenging streets and removal of house and trade refuse ..	40,140	0	27,300	25	(b) Stamp duties ..	27,360	0	3,740	25
6 Conservancy of latrines ..	49,550	0	36,021	45	5 Slaughter-house fees ..	12,950	0	10,275	29
7 Minor sanitary services ..	3,045	0	2,104	6	6 Conservancy fees ..	32,650	0	28,856	12
8 Roads, buildings, parks, &c., maintenance ..	55,547	50	34,578	64	7 Rents ..	76,185	0	62,215	42
9 Public lighting ..	32,000	0	26,415	63	8 Judicial fines ..	9,000	0	7,503	27
10 Water services ..	11,642	0	8,913	33	9 Water service ..	12,450	0	7,274	24
11 Town improvements ..	7,000	0	4,977	67	10 Government grants ..	55,581	0	25,085	0
12 Markets ..	8,703	60	6,020	78	11 Education account ..	—	—	—	—
13 Slaughter-houses ..	4,703	60	2,949	66	12 Miscellaneous receipts ..	18,400	0	17,068	69
14 Cemetery ..	2,617	0	1,926	69					
15 Municipal court ..	2,745	20	1,524	86					
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	16,329	13					
20 Pensions ..	3,956	63	3,202	94					
21 Loan repayments and interest ..	58,708	16	21,694	7					
22 Miscellaneous services ..	7,230	0	3,903	78					
	472,278	65	340,396	60					
23 Capital expenditure (provided from revenue) ..	43,180	0	26,631	40					
	515,458	65	367,028	0					
Balance being revenue in excess of expenditure ..	—	—	36,104	11					
			403,132	11					
						507,665	0	403,132	11

Kandy, October 19, 1928.

E. B. PEIRIS, Accountant.

## Balance Sheet, September 30, 1928.

LIABILITIES:	Amount.		Total.	
	Rs.	c.	Rs.	c.
Loans outstanding :—				
Government of Ceylon	—	—	105,402	98
Local Loans Commissioners, on December 31, 1927	381,600	0		
Less repayment in 1928	11,566	66		
			370,033	34
Loans redeemed account on December 31, 1927			418,297	2
Redeemed in 1928			11,566	66
			429,863	68
Revenue contributions to capital outlay on December 31, 1927				
Government contributions for capital services on December 31, 1927			121,953	34
Contribution in 1928 for paving Meda-e'a			46,600	0
			168,553	34
Private donations for capital services on December 31, 1927				
			3,900	0
			1,733,861	56
Capital account, balance in hand				
Sundry creditors :—				
Police bill account			15,000	0
Tradesmen			6,576	48
Outstanding wages			3,722	70
Market stall rent securities			4,825	0
Model tenement securities			1,243	0
Sundry securities			1,272	4
Free library upkeep account			865	8
Free library members' deposit account			425	50
Miscellaneous deposits			3,042	28
Municipal court fines awards			813	25
Tools and stores lost account			24	9
Lettering vehicles			5	50
Times Book Club Account			11	61
Board of Improvement deposit account			2,413	75
Maternity and Child Welfare Committee			197	10
Plague contacts security account			70	0
Collectors' securities			9,000	0
			49,507	38
Back lane scheme, contributions				
Sinking fund :—				
Amount to credit invested as <i>per contra</i>				
Revenue account, balance from 1927			294,082	22
Add revenue in excess of expenditure from January 1 to September 30, 1928, as per revenue account			36,104	11
			330,186	33
			644,763	26

ASSETS.	Expended to		Expended		Total	Unexpended		Total		
	December 31, 1927.		during 1928.			Capital Outlay.	Balance in Hand.		Assets.	
	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	—	—
Ayurvedic dispensary 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 schemes	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	3,537	20	42,828	19	50,146	81	—	—
Free public library building.	—	—	—	—	—	—	1,000	0	—	—
	1,558,637	46	3,584	53	1,562,221	99	171,639	57	1,733,861	56

ASSETS.	Expended to December 31, 1927.		Expended during 1928.		Total Capital Outlay.		Unexpended Balance in Hand.		Total Assets.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Loan to Electricity Department ..	—	..	—	..	—	..	—	..	81,525	58
Investments held by trustees of Sinking Fund ..	—	..	—	..	—	..	—	..	67,291	0
Stocks and stores :—										
Stores ..	—	..	—	..	—	..	11,677	45		
Rice ..	—	..	—	..	—	..	67	63		
									11,745	8
Sundry debtors :—										
Rates, taxes, &c. ..	—	..	—	..	—	..	83,983	66		
Cheques returned by bank ..	—	..	—	..	—	..	12	5		
Advance of pay, &c. ..	—	..	—	..	—	..	2,502	15		
Sale of stores ..	—	..	—	..	—	..	13	9		
Education District Committee ..	—	..	—	..	—	..	13	74		
Board of Improvement ..	—	..	—	..	—	..	1,108	84		
Loans to Municipal Officers for pur- chase of cars ..	—	..	—	..	—	..	3,600	0		
									91,233	53
Cash :—										
In Mercantile Bank, fixed deposit ..	—	..	—	..	—	..	337,000	0		
In Mercantile Bank, current account ..	—	..	—	..	—	..	53,459	64		
In National Bank, fixed deposit ..	—	..	—	..	—	..	2,000	0		
Petty cash in hand of Shroff ..	—	..	—	..	—	..	508	43		
									392,968	7
									644,763	26

Municipal Office,  
Kandy, October 19, 1928.

E. B. PEREIRA, Accountant.

#### B.—ELECTRICITY DEPARTMENT.

##### Revenue Account for the Seven Months, January 1 to July 31, 1928.

EXPENDITURE.	Estimated for 1928.		Expended Jan. to July, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel ..	21,587	0	9,031	55		
Oil, waste, and engine room stores ..	10,000	0	6,076	96		
Salaries and wages at works ..	12,909	0	6,434	54	21,543	5
Repairs and maintenance :—						
(a) Buildings ..	1,000	0	508	12		
(b) Engines, boilers, machinery, and plant ..	4,500	0	625	49	1,133	61
Distribution of electricity :—						
Salaries of outdoor staff ..	4,990	0	3,579	7		
Repairs and maintenance of meters, switches, and other apparatus ..	2,000	0	2,058	4	5,637	11
Public lamps :—						
Salaries and wages ..	5,040	0	3,691	79		
Repairs and maintenance ..	2,000	0	2,037	48	5,729	27
Works executed for customers :—						
Labour ..	15,000	0	3,872	31		
Materials ..	30,000	0	10,845	4	14,717	35
Management and general expenses :—						
Salaries ..	21,841	0	14,623	7		
Rent of Engineer's bungalow ..	1,500	0	875	0		
Printing and stationery ..	2,500	0	1,210	43		
Legal expenses ..	50	0	48	50		
Telephone ..	225	0	210	0		
Audit fees ..	600	0	58	21		
Sundry charges ..	600	0	598	62		
Gratuity to Mr. Keegal ..	—	..	2,587	50		
Office alteration ..	—	..	59	25		
Bicycle ..	250	0	236	50		
Damage caused by fire in the market ..	—	..	17	55		
					20,524	63
Total amount of working expenses ..	136,592	0	—	—	69,285	2
Gross profit carried to nett revenue account ..	—	..	—	..	67,057	7
					136,342	9



ASSETS.	Expended up to December 31, 1928.		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	—	—	30,704	96
New parts for engine ..	7,276	73	392	85	7,669	58
Storage battery ..	48,955	14	—	—	48,955	14
Switch board ..	2,012	35	—	—	2,012	35
Meters ..	6,898	76	1,796	23	8,694	99
Mains provided from revenue contribution ..	112,402	90	775	31	113,178	21
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	—	—	71,093	22
Bitumen boiler ..	—	—	482	27	482	27
Erecting 5 lamp stands, Cemetery road and lighting C. K.'s Bungalow ..	—	—	522	21	522	21
Plant for Power Station on A. C. side ..	—	—	27,676	90	27,676	90
Extension of lights to Katugastota ..	—	—	6,513	13	6,513	13
Lamp posts ..	—	—	2,138	6	2,138	6
Water service to Power Station ..	—	—	51	25	51	25
	<u>460,163</u>	<u>27</u>	<u>40,348</u>	<u>21</u>	<u>500,511</u>	<u>48</u>
Stores on hand ..					64,166	24
Fitting on hire ..					665	14
Sundry debtors ..					71,959	70
Petty cash—Municipal Electrical Engineer ..					73	56
Petty cash—Shroff, Municipal Council, Kandy ..					534	39
Advance account ..					1	76
Lamp post account ..					4,244	72
Tools account ..					293	26
					<u>642,450</u>	<u>25</u>

Municipal Council Office,  
Kandy, October 19, 1928.

E. B. PERIJS, Accountant.

## NOTICE TO MARINERS.

### CEYLON NOTICE TO MARINERS.

No. 18 of 1928.

NORTH-EAST MONSOON.

*Alterations to Lights and Buoyage.*

THE following alterations in lights and buoyage have been made for the duration of the present North-east Monsoon:—

- Colombo.*—Drunken Sailor Buoy has been replaced.
- Batticaloa.*—Beacon Rock and Khandalla Buoys have been removed.
- Trincomalee.*—Back Bay Light has been extinguished.
- Jaffna.*—Mandaitivu Light has been re-lit.

Master Attendant's Office,  
Colombo, November 2, 1928.

E. C. STUBBS, Captain, R.N. (Retired),  
Master Attendant.

### CEYLON NOTICE TO MARINERS.

No. 19 of 1928.

COLOMBO APPROACH.

*Ona Gala Buoy Re-lit.*

THE Ona Gala Buoy has been relaid in a position 1.8 miles 339° from South-west Breakwater Lighthouse, and the temporary buoy withdrawn.

Description:—

A red Pillar Light Buoy exhibiting a white Flashing Light showing one flash of  $\frac{1}{2}$  second duration every 5 seconds.

Charts affected:—

- No. 914, Colombo Harbour.
- No. 3686, Approaches to Colombo.
- No. 3700, Colombo to Galle.
- No. 68b, Palk Strait and Gulf of Mannar, sheet 2.
- No. 813, Ceylon South Coast.

Publications:—

- Bay of Bengal pilot, p. 101.
- West Coast of India Pilot, p. 67.

Master Attendant's Office,  
Colombo, November 7, 1928.

E. C. STUBBS, Captain, R.N. (Retired),  
Master Attendant.

## LOCAL BOARD NOTICES.

### Election of Members, Local Board of Health and Improvement, Anuradhapura.

**N**OTICE is hereby given under the provisions of section 9 of Ordinance No. 13 of 1898, that a meeting will be held at 10 A.M., on Monday, December 3, 1928, at the Office of the Local Board of Anuradhapura, to elect three Unofficial Members to serve on the Local Board of Health and Improvement of Anuradhapura, for the years 1929 and 1930.

Voters must attend the meeting in person. No proxies will be accepted.

Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons, whose names appear in the list of persons entitled to vote, and must be delivered at the said office of the Local Board of Anuradhapura, on Saturday, November 24, 1928, which day has been fixed for that purpose.

If more than three candidates are nominated, a poll will be taken at the time and place first above referred to. The poll will be open at 10 A.M., and close at 1 P.M. No votes will be accepted except within these hours.

E. T. DYSON,  
Government Agent.

The Kachcheri,  
Anuradhapura, November 2, 1928.

### Notice of Election, Local Board of Health and Improvement, Badulla.

**U**NDER the provision of section 11 and 12 of the Local Boards Ordinance No. 13 of 1898, I hereby give notice of my intention to hold a meeting at the Badulla Kachcheri, on December 7, 1928, at 8 A.M., for the election

of three Unofficial Members to serve on the Local Board of Health and Improvement of the Town of Badulla for the period of two years ending December 31, 1930.

Voters must attend the meeting in person: no proxies will be accepted. Voting will be by ballot. Any voter who is unable to mark his ballot paper may apply to the Presiding Officer to have it marked.

Candidates for election should be nominated in writing. Such nomination should be subscribed by at least two persons whose names appear in the list of persons entitled to vote, and should be delivered at the Local Board Office, Badulla, on or before November 27, 1928.

J. R. WALTERS,  
Government Agent.

The Kachcheri,  
Badulla, October 30, 1928.

### Licence to practise as an Auctioneer and Broker.

**I**T is hereby notified that the under-mentioned person has been granted a licence to practise as an Auctioneer and Broker within the Local Board limits of Badulla, during the year 1928, under section 13 of Ordinance No. 15 of 1889:—

M. B. Baba Noor, Hali-ela, Badulla.

R. MONYPENNY,  
for Chairman.

Local Board Office,  
Badulla, November 5, 1928.

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

### Kalutara Urban District Council Elections, 1928.

**I**T is hereby notified under section 31 (2) of the above-mentioned Ordinance, that the following candidates have been elected members of the Kalutara Urban District Council for the years 1929, 1930, and 1931:—

- Division No 1: Mr. D. C. Bertus.
- Division No 2: Mr. O. G. D'Alwis.
- Division No 3: Mr. C. P. Wijeyeratne.
- Division No 4: Mr. U. A. Jayasundera.
- Division No 5: Mr. L. O. K. Goonetilleke.

C. L. WICKREMASINGHE,  
Assistant Government Agent.

Kalutara, November 1, 1928

### Jaffna Urban District Council Elections.

**I**T is hereby notified under section 31 (2) of "The Local Government Ordinance, No. 11 of 1920," that the following candidates have been elected Members of the Jaffna Urban District Council for the years 1929, 1930, and 1931:—

- Division No. 1: Mr. Rajaratnam Nalliah, J.P.
- Division No. 2: Mr. Philippupillai Moses, J.P.
- Division No. 7: Mr. Ramalingam Sivagurunather.

J. D. BROWN,  
Government Agent.

The Kachcheri,  
Jaffna, November 5, 1928.

### Rates and Taxes, Chilaw Urban District Council.

**I**T is hereby notified that the Chilaw Urban District Council has, in terms of the above Ordinance, imposed for the year 1929, the following rates and taxes, being the same as were in force during the preceding year, within the administrative limits of the Chilaw Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A rate of 5 per centum, 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.

Under section 173 (1) (b): A tax in respect of the following vehicles and animals, payable on or before January 31, at the rates specified:—

	Rs. c.
For every carriage of whatever description other than a cart, hackery, or jinrickshaw	5 0
For every double-bullock cart or hackery of whatever description	3 0
For every single-bullock cart or hackery	2 50
For every jinrickshaw	2 0
For every bicycle or tricycle	1 0
For every horse, pony, or mule	2 50

N. J. MARTIN,  
Chairman.

Office of the Urban District Council,  
Chilaw, November 1, 1928.



## TRADE MARKS NOTICES.

## Trade Marks Monthly List for October, 1928.

Trade Mark No.	Advertised in Gazette.		Proprietors.	Class.
	No.	of		
<b>Trade Marks Registered.</b>				
3,660	7,558	Dec. 3, 1926	Devar & Co.	16
4,158	7,643	May 18, 1928	David and Shaoul Sassoon Rejwan & Sons	42
4,083	7,657	Aug. 3, 1928	I. G. Farbenindustrie Aktiengesellschaft	50
4,319	7,657	Aug. 3, 1928	Do.	4
4,322	7,657	Aug. 3, 1928	Do.	4
4,351	7,657	Aug. 3, 1928	M. S. H. Abdulally	42
4,362	7,657	Aug. 3, 1928	A. F. Jones & Co.	42
4,373	7,657	Aug. 3, 1928	Boord & Son, Ltd.	43
4,374	7,657	Aug. 3, 1928	I. G. Farbenindustrie Aktiengesellschaft	2
4,377	7,657	Aug. 3, 1928	Harrisons & Crosfield, Ltd.	42
4,378	7,657	Aug. 3, 1928	Lambert Pharmacal Co.	2
4,380	7,657	Aug. 3, 1928	Do.	48
4,154	7,658	Aug. 10, 1928	Leyland Paint and Varnish Co., Ltd.	1
4,155	7,658	Aug. 10, 1928	Do.	1
4,156	7,658	Aug. 10, 1928	Do.	1
4,313	7,658	Aug. 10, 1928	Peek, Frean & Co., Ltd.	42
4,375	7,658	Aug. 10, 1928	Wappu Marikar Mohamed Hassim	38
4,379	7,658	Aug. 10, 1928	Lambert Pharmacal Co.	3
4,113	7,659	Aug. 17, 1928	Pepperell Manufacturing Co.	24
4,372	7,659	Aug. 17, 1928	Lipton, Limited	42
4,330	7,660	Aug. 24, 1928	Etablissements Rigaud	3
4,331	7,660	Aug. 24, 1928	Do.	3
4,383	7,660	Aug. 24, 1928	I. G. Farbenindustrie Aktiengesellschaft	8
4,386	7,660	Aug. 24, 1928	Petroleum Products, Ltd.	3
4,387	7,660	Aug. 24, 1928	Do.	48
4,391	7,660	Aug. 24, 1928	British American Tobacco, Co., Ltd.	45

## Subsequent Proprietors Registered.

*(The name in italics is that of the former Proprietor.)*

1,447	6,566	June 6, 1913	Genatosan Limited, 43, Regent street, Loughborough, England ; A. Wulffing & Co., M. B. H.	3
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## Registration Renewed.

1,575	6,697	Feb. 5, 1915	Russel's Gravesend Brewery, Ltd.	43
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## Registrations Expired.

305	5,728	Oct. 19, 1900	Whittall & Co.	42
313	5,728	Oct. 19, 1900	A. B. John	50
1,572	6,683	Nov. 20, 1914	Venesta, Limited.	13
1,573	6,683	Nov. 20, 1914	Winchester Repeating Arms, Co.	20

## Trade Marks Removed.

1,556	6,635	July 24, 1914	S. Peiris & Co.	1
1,558	6,636	July 31, 1914	Wakwelagamage Francis Appuhamy	38

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

C. COOMARASWAMY,  
Registrar of Trade Marks.

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

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

(1) Trade Mark No. 4,112.

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

(3) Applicant (Proprietor of the Trade Mark) : PERPELL 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 & Creasy, Prince street, Fort, Colombo.

(5) Class : 24.

(6) Goods : Bleached and unbleached cotton piece goods.

(7) Representation of the Trade Mark :



Registrar-General's Office

Colombo, November 7, 1928. C. COOMARASWAMY,  
Registrar of Trade Marks

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- (1) Trade Mark No. 4,444.
- (2) Date of Receipt: September 25, 1928.
- (3) Applicant (Proprietor of the Trade Mark): VACUUM OIL COMPANY (a Corporation organized under the laws of the State of New York, United States of America), 61, Broadway, New York City, New York, United States of America; Manufacturers.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class: 47.
- (6) Goods: Oils, greases and waxes of all kinds and similar products for lubricating, heating, illuminating and fuel purposes, and gasoline or petrol and other products for generating power.
- (7) Representation of the Trade Mark:

# MOBILINA

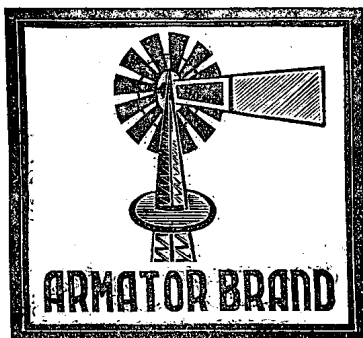
*This Trade Mark is to be associated with the Trade Marks Nos. 2,107 and 3,761 under section 24.*

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, November 7, 1928. Registrar of Trade Marks.

**N**OTICE 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. 4,460.
- (2) Date of Receipt: October 8 1928.
- (3) Applicant (Proprietor of the Trade Mark): ANA MUNA SEYED AHAMED, ANA MUNA ABDUL RAHIMAN, and ANA KAVANNA ABDUL RAHIMAN RAWTHER, trading as "A. S. RAWTHER & COMPANY," 79, Dam street, Colombo; Tea Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: 42.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

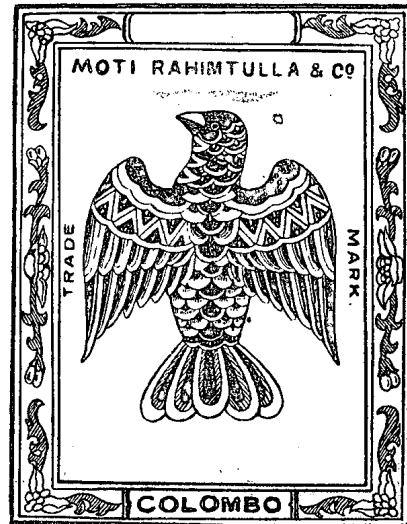


Registrar-General's Office, C. COOMARASWAMY,  
Colombo, October 31, 1928. Registrar of Trade Marks.

**N**OTICE 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. 4,463.
- (2) Date of Receipt: October 16, 1928.
- (3) Applicant (Proprietor of the Trade Mark): MOTI RAHIMTULLA, trading as "MOTI RAHIMTULLA & COMPANY," 84, Main street, Colombo; Piece goods Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: 24.
- (6) Goods: All kinds of cotton piece goods.
- (7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,  
Colombo, October 31, 1928. Registrar of Trade Marks.

**N**OTICE 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. 4,465.
- (2) Date of Receipt: October 19, 1928.
- (3) Applicant (Proprietor of the Trade Mark): YUSUF MOTI, AHAMED VALLY, ABDULGANI SULEIMAN, and MOHAMED VALLY NOORMOHAMED, trading as "Vally Noormohamed & Company," 51, Main street, Pettah, Colombo; and as "Banian Stores" Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: 38.

- (6) Goods : Banians and hosiery.  
 (7) Representation of the Trade Mark :



Registrar-General's Office, C. COOMARASWAMY,  
 Colombo, October 31, 1928. Registrar of Trade Marks.

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

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

- (1) Trade Mark No. 4,467.  
 (2) Date of Receipt : October 19, 1928.

(3) Applicant (Proprietor of the Trade Mark) : YUSUF MOTI, AHAMED VALLY, ABDULGANI SULEIMAN, and MOHAMED VALLY NOORMOHAMED, trading as "VALLY NOORMOHAMED & COMPANY," 51, Main street, Pettah, Colombo: and as "Banian Stores"; Merchants.

- (4) Address for service in the Island; if any : —  
 (5) Class : 38.  
 (6) Goods : Banians and hosiery.  
 (7) Representation of the Trade Mark :



Registrar-General's Office. C. COOMARASWAMY,  
 Colombo, October 31, 1928. Registrar of Trade Marks.

### ROAD COMMITTEE NOTICES.

#### Glenlyon-Preston Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at the Glenlyon Club House, on Monday, November 19, 1928, at 4 P.M. to consider and discuss matters in connection with Torrington Bridge.

Provincial Road Committee's Office, B. F. PERERA,  
 Kandy, November 2, 1928. for Chairman.

#### Branch Roads..

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the following roads will be held at the Maskeliya Club on Wednesday, December 12, 1928, at 6 P.M. :—

Bathford Valley road, Maskeliya Cruden road, Brownlow Luccombe road, Norwood Upcot road, Wanarajah road, Annfield road.

#### Agenda.

1. Read notice calling Meeting.
2. Discuss and pass estimates for the maintenance of the above roads for 1928-29.
3. To report to the Provincial Road Committee, with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the roads.
- (b) The sections of the roads used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates— for the assessment of the moiety of cost of maintenance for the year ending September 30, 1929.

4. Any other business properly brought before the Meeting.

Provincial Road Committee's Office, B. F. PERERA,  
 Kandy, November 5, 1928. for Chairman.

IT is hereby notified that under the provisions of section 12 of "The Branch Roads Ordinance, 1896," the following gentlemen have been elected to form a Local Committee in respect of the Branch road from Deniyaya to Hayes for the two years, i.e., from October 1, 1928, to September 30, 1930 :—Messrs. A. A. Scott, C. J. Hay, Lloyd Jones, E. C. Goonetilleke, and M. S. Furlong.

Mr. A. A. Scott has been appointed Chairman of the Committee.

Provincial Road Committee's Office, J. C. JANSZ,  
 Galle, October 23, 1928. for Chairman.

#### Rambadagalla-Keppetigala Estate Road.

NOTICE is hereby given in terms of section 14 of the Estate Roads Ordinance, No. 12 of 1902, that a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the office of the Government Agent, Kurunegala, on November 12, 1928, at 10 A.M., for the purpose of electing Local Committee.

Provincial Road Committee's Office, W. ABEYAWARDANE,  
 Kurunegala, October 25, 1928. for Chairman.

#### Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given in terms of section 14 of the Branch Roads Ordinance, No. 14 of 1896, that a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the office of the Government Agent, Kurunegala, on November 15, 1928, at 10 A.M., for the purpose of electing a Local Committee.

Provincial Road Committee's Office, W. ABEYAWARDANE,  
 Kurunegala, October 25, 1928. for Chairman.

## GOVERNMENT NOTIFICATIONS.

(Continued from page 3795.)

ORDINANCE No. 17 OF 1869.

S 37/26

IT is hereby notified that under section 17 (2) of Ordinance No. 17 of 1869, the Legislative Council did, at its session on November 8, 1928, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Governor :—

That on and after November 10, 1928, Schedule D—Port Dues—of Ordinance No. 17 of 1869 now in force, be added to and varied in the manner shown in the annexed Schedule, and that the annexed Schedule so added to and varied be substituted for the existing Schedule.

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

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

*Schedule referred to.*

*Note.*—The proposed additions and variations are shown in thick type, and the portions to be amended or omitted are shown in italics within brackets.

### SCHEDULE D.

#### PORT DUES.

#### I.—DUES LEVIABLE AT THE PORT OF COLOMBO.

##### *Entering Dues;*

(I.e., Dues payable by Ships entering the Port.)

Up to	50 tons nett	100 tons nett	Rs.	c.
Over	50 and up to	100 tons nett	3	75
"	100	150	7	50
"	150	200	15	0
"	200	300	30	0
"	300	400	40	0
"	400	500	50	0
"	500	700	68	75
"	700	900	87	50
"	900	1,100	106	25
"	1,100	1,300	125	0
"	1,300	1,500	143	75
"	1,500	1,750	162	50
"	1,750	2,000	181	25
"	2,000	2,250	200	0
"	2,250	2,500	218	75
"	2,500	3,000	237	50
"	3,000	3,500	256	25
"	3,500	4,000	287	50
"	4,000	4,500	318	75
"	4,500	5,000	350	0
"	5,000	5,500	387	50
"	5,500	6,000	437	50
"	6,000	6,500	500	0
"	6,500	7,000	562	50
"	7,000	7,500	625	0
"	7,500	8,000	687	50
"	8,000	8,500	750	0

And for every additional 500 tons or fraction of 500 tons an additional Rs. 62·50.  
Provided that—

(1) Vessels which, while in harbour, carry out none but the following operations :—

- (a) Coaling ;
- (b) Taking in water ;
- (c) Taking in provisions ;
- (d) Awaiting or receiving orders ;
- (e) Taking in or discharging mails ;
- (f) Discharging sick persons, their attendants, and families ;
- (g) Discharging or taking in crews ;
- (h) Going into dock ;
- (i) Repairs ; and
- (j) Discharging or shipping overcarried cargo—

shall be charged a special consolidated rate of Rs. 200 only to cover pilotage, entering dues, use of tugs, and bill of health granted by day.

(2) Vessels employed in the steamer service between Colombo and Tuticorin shall be given a rebate of 10 per cent. on the harbour dues payable by them for the second and every subsequent entrance by the same vessel within a week.

(3) Trawlers operating from a Ceylon port and duly registered at a port of Registry in Ceylon shall be allowed to compound for entering dues at Colombo for 12 months at 50 cents per ton of the registered tonnage.

(4) Vessels halting outside the Harbour but within the limits of the port shall be exempted from the payment of entering dues provided they carry out none but the following operations :—

- (a) Visual Signalling ;
- (b) Receiving Orders ;
- (c) Discharging sick and injured persons, their attendants, and families ; stowaways and persons over carried.

(5) Vessels halting outside the Harbour, but within the limits of the port, which receive passengers on the written authority of the Collector of Customs and after examination by the Port Surgeon shall be charged a special consolidated rate of Rs. 200. If any passengers are embarked contrary to this regulation, the vessel shall be charged full entering dues.

(6) Vessels re-entering the harbour within 12 hours of their departure to discharge persons who have been overcarried shall be exempted from the payment of entering dues provided that they do not moor.

#### *Over-hour and Buoy Rent Charges.*

Payment of these charges or of the consolidated special rate shall clear a vessel inwards and outwards, provided that her stay in the port does not exceed 96 hours. If her stay in port exceeds 96 hours and does not exceed 288 hours, one-half of the charges shall be added. If it exceeds 288 hours, the same rate shall be paid outwards as was paid inwards, and in addition a buoy rent shall be payable on demand by the Collector, or if not sooner demanded, on clearance outwards, of Rs. 19 for every day or part of a day of her stay in port after the expiration of such 288 hours.

Provided that buoy rent shall not be payable—

- (a) In respect of any time beyond the said period during which a vessel has stayed in port without discharging or shipping cargo, either for repairs, or because she was unable to put to sea without risk, if the Master Attendant is satisfied that such stay was necessary and was not unduly prolonged ; or
- (b) In respect of any time during which a vessel is on the slips or in dry dock ; or
- (c) In respect of any time during which any vessel is kept in port as a reserve vessel to maintain the regularity of the mail service or for other important public service.

The Governor shall from time to time, by notification in the "Government Gazette," declare the vessels which are entitled under sub-section (c) of this section to be exempted as reserve vessels from buoy rent.

The above rates shall be applicable to all vessels, whether steamers, sailing vessels, or native craft.

Provided that sailing vessels or native craft of 300 tons of burthen and under shall be charged Rs. 5 for every day or part of a day [*per day*] as buoy rent.\*

Provided that men-of-war, vessels of the Imperial Light Service, troopships, hospital ships, and Royal Fleet Auxiliaries belonging to the Admiralty or on Admiralty Charter, which fly the Blue Ensign with Admiralty Badge and carry no cargo on which freight is paid, and private yachts shall be exempt from all entering dues and over-hour and buoy rent charges.

\* Notification dated July 1, 1927, in Gazette of July 1, 1927.

#### *Tonnage Dues.*

(I.e., Dues payable by Ships discharging or loading Cargo.)

- (1) 16 cents per ton upon all cargo discharged or loaded by vessels up to 200 tons register.  
32 cents per ton upon all cargo discharged or loaded by vessels above 200 tons register.
- (2) Cargo brought to the port for transshipment shall be free of dues under this heading, if not landed or if landed and not entered for duty.
- (3) Vessels of 300 tons and under shall be allowed to land or ship 5 tons of cargo free.  
Vessels over 300 tons shall be allowed to land or ship 10 tons free.
- (4) Coal and petroleum or liquid fuel in bulk shall pay 25 cents a ton inwards only. For this purpose a ton of petroleum or liquid fuel shall be reckoned at 250 gallons.
- (5) Men-of-war, troopships, hospital ships, and Royal Fleet Auxiliaries belonging to the Admiralty or on Admiralty Charter, which fly the Blue Ensign with Admiralty Badge and carry no cargo on which freight is paid, shall be exempt from tonnage dues in respect of any cargo discharged or loaded which is exempt from duty under Ordinance No. 3 of 1927.

#### *Import Harbour Dues.*

(I.e., Dues payable on Imports.)

Description.	Rates. Rs. c.
Bags [of] containing rice, other grain, sugar, flour, fish, vegetables [and] or miscellaneous articles, weighing 2 cwt. gross and under	.. each 0 4
Do. over 2 cwt. gross and not exceeding 3 cwt. gross	.. each 0 6
And thereafter for every additional cwt. or part thereof	.. — 0 2
Bales, boxes, cases, crates, and packages not otherwise described (including cylinders for gases or liquids under pressure and drums or reels of wire or electric cable) measuring 5 cubic feet and under	.. each 0 5
Do. over 5 cubic feet and not exceeding 10 cubic feet	.. each 0 10
Do. over 10 cubic feet and not exceeding 15 cubic feet	.. each 0 15
And thereafter for every additional 5 cubic feet or part thereof	.. — 0 5

Description.	Rates. Rs. c.
Casks, barrels, kegs, and drums, [not otherwise described], containing solids weighing	
1½ cwt. gross and under .. .. .	each 0 10
Do. over 1½ cwt. gross and not exceeding 4 cwt. .. .. .	each 0 20
Do. over 4 cwt. gross and not exceeding 6 cwt. .. .. .	each 0 30
Do. over 6 cwt. gross and not exceeding 7 cwt. .. .. .	each 0 40
And thereafter for every additional cwt. or part thereof .. .. .	0 10
[Quarter barrels containing liquid 9 gallons and under .. .. .	each 0 10
Half barrels containing liquid over 9 gallons and not exceeding 18 gallons .. .. .	each 0 15
Barrels containing liquid over 18 gallons and not exceeding 36 gallons .. .. .	each 0 30
Half pipes or hogsheads containing liquid over 36 gallons and not exceeding 54 gallons .. .. .	each 0 40
Butts or pipes containing liquid over 54 gallons and not exceeding 108 gallons .. .. .	each 1 0
And thereafter for every additional 20 gallons or part thereof .. .. .	0 10
Empties, half the above rates.]	
Casks, barrels, kegs, and drums, containing liquid, of capacity 9 gallons and under .. .. .	each 0 10
Do. of capacity over 9 gallons and not exceeding 18 gallons .. .. .	each 0 15
Do. of capacity over 18 gallons and not exceeding 36 gallons .. .. .	each 0 30
Do. of capacity over 36 gallons and not exceeding 54 gallons .. .. .	each 0 40
Do. of capacity over 54 gallons and not exceeding 81 gallons .. .. .	each 0 70
Do. of capacity over 81 gallons and not exceeding 108 gallons .. .. .	each 1 0
And thereafter for every additional 20 gallons capacity or part thereof .. .. .	0 10
Casks, barrels, kegs, and drums, empty, half the rates for those containing liquid.	
Bundles of staves .. .. .	each 0 10
Coir fibre, yarn, and rope in ballots or bundles .. .. .	per cwt. 0 5
(Pressed bales by measurement.)	
Heavy goods, metal, tiles, asphalt, timber .. .. .	per ton 0 50
Manure .. .. .	per ton 0 50
Kerosine oil in bulk .. .. .	per 1,000 gallons 5 0
Coal and coke or either of the same in bulk .. .. .	per ton 0 25
Motor cars, carts, carriages, and rickshaws, not packed .. .. .	each 2 50
Cycles, motor cycles, and side cars for motor cycles, not packed .. .. .	each 1 0
Elephants .. .. .	each 5 0
Horses and ponies .. .. .	each 5 0
Asses, donkeys, and mules .. .. .	each 1 0
Turtles, poultry and other birds, and small animals, uncaged .. .. .	each 0 10
Sheep and goats .. .. .	each 0 20
Cattle and calves, and other [uncaged] animals, uncaged .. .. .	each 1 0
Other animals caged, including birds in crates or cages, according to size of receptacle.	
Goods of a like size and weight to any of the above to be charged accordingly.	
All other goods not specified .. .. .	per ton 0 50
[Goods not elsewhere described.]	

1. On payment of the above dues, goods shall be allowed to remain at the wharf for three clear days, exclusive of Sundays and Customs holidays. Thereafter a similar rate shall be charged for each succeeding day or part thereof, including Sundays and Customs holidays, and day of removal or shipment.

#### Reshipment Harbour Dues.

2. Goods brought for reshipment shall be free of harbour dues if reshipped within the period of first dues.

3. If not so reshipped, such goods shall be liable only to a single rate of harbour dues provided they are deposited in or removed to a reshipment warehouse within the period of first dues.

4. Goods intended for reshipment which remain in an import warehouse beyond the period of first dues shall be liable to dues in accordance with rule 1 above, unless and until removed to a reshipment warehouse or unless special permission is granted by the Collector of Customs for such goods to remain in the import warehouse, and thereafter shall be liable to the single rate as provided in rule 3 above.

Note.—Unless in the opinion of the Collector of Customs there has been unreasonable delay in removal, the date set out in the application for permission as that upon which it is desired to remove goods to a reshipment warehouse shall be taken as the date of actual removal for the purpose of this rule.

5. Cargo which has been deposited in a reshipment warehouse, and which is removed locally, shall pay the rates as for import cargo from date of landing.

6. Coastwise goods brought for transshipment or reshipment, not being through cargo, shall, if landed, pay both import and export dues; if transhipped without being landed, they shall be liable to export dues only.

#### Exemptions—Imported Goods.

The following goods shall be exempted from first harbour dues:—

Government cargo, military baggage, dhobies' bundles, liquid fuel in bulk, [and] export[s] cargo shut out and relanded, and all goods which at the time of importation are exempt from duty under Ordinance No. 3 of 1927.

Passengers' baggage landed at the Baggage Office shall be exempted from import harbour dues.

#### Export Harbour Dues.

(I.e., Dues payable on Exports.)

Export dues shall be the same as import dues, with the following exceptions:—

Description.	Rs. c.
Bags of cinnamon weighing not more than 100 lb. or bales or ballots under 5 cubic feet .. .. .	each 0 2
Coconuts in bags or loose, for every 100 or part thereof .. .. .	0 4
Boxes or chests of tea, on the nett weight of the contents of each package of 50 lb. and under .. .. .	each 0 3
Do. from 50 lb. to 100 lb. .. .. .	each 0 6
For every additional 20 lb. or part thereof .. .. .	0 1
Plumbago .. .. .	per barrel 0 7
Boxes or chests of rubber or desiccated coconuts weighing 200 lb. nett or under .. .. .	each 0 6
Do. weighing over 200 lb. nett, for every 20 lb. or part thereof .. .. .	0 1



	Ra. c.
Casks, barrels, kegs, and drums, containing coconut oil or citronella oil weighing 1½ cwt. gross and under .. .. . each	0 10
Do. over 1½ cwt. gross and not exceeding 4 cwt. .. .. . each	0 20
Do. over 4 cwt. gross and not exceeding 6 cwt. .. .. . each	0 30
Do. over 6 cwt. gross and not exceeding 7 cwt. .. .. . each	0 40
And thereafter for every additional cwt. or part thereof .. .. . —	0 10
[Coconut oil and citronella oil in—	
Hogsheads .. .. . each	0 25
Puncheons or drums .. .. . each	0 50
Pipes] .. .. . each	1 0
Robbins of poonac .. .. . each	0 5

1. On payment of the above rates goods shall be allowed to remain at the wharf for three clear days, exclusive of Sundays and Customs holidays (unless the vessel taking the cargo has been granted special permission to work on such Sundays and Customs holidays). After the expiry of the said term of three clear days, a similar rate shall be charged for each succeeding day or part thereof, including Sundays and Customs holidays and day of shipment.

*Exemptions—Exported Goods.*

The following goods shall be exempted from first harbour dues :—

Coal and liquid fuel for bunkers, Government cargo, military baggage, dhobies' bundles, dubashes' supplies, export[s] cargo shut out and relanded, [and] stores for British and foreign men-of-war, and all goods which are exempt from duty under Ordinance No. 3 of 1927.

Passengers' baggage shipped through the Baggage Office shall be exempted from export harbour dues.

II.—DUES LEVIABLE AT ALL PORTS EXCEPT COLOMBO.

Port dues shall be leviable and payable for entry inwards, and for clearance outwards, on all ships arriving at or departing from any port of this Island (except Colombo), according to the following table. Provided always that when a vessel has paid port dues inwards or outwards, she shall not be liable for additional port dues for goods carried coastwise during the same voyage :—

*Port Dues leviable at per Ton Burthen.*

On entry inwards with cargo or with passengers exceeding one person for every two tons of burthen .. .. .	} 8 cents
On clearance outwards with cargo or with passengers exceeding one person for every two tons of burthen .. .. .	
In the case of mail steamers, of whatever tonnage, the dues either inwards or outwards shall not exceed .. .. .	Rs. 50

*Composition for Port Dues.*

Vessels conveying goods between one port and another within the Island shall be allowed to compound for port dues for twelve months, at per ton of the registered tonnage .. 50 cents

*Exemptions.*

On entry inwards in ballast or with cargo reported for exportation, or over-carried cargo on which dues have already been paid, if the vessel leaves the port without breaking bulk or landing passengers exceeding one person for every two tons of burthen .. .. .	Free
On clearance in ballast or with the original cargo, if the vessel leaves the port without shipping goods or passengers exceeding one person for every two tons of burthen .. .. .	Free
Ships of 250 tons of burthen and upwards, not being mail steamers, landing cargo not exceeding 10 tons, and shipping cargo not exceeding 10 tons .. .. .	Free
Mail steamers entering or leaving the port of Talaimannar and all ferry steamers and dhonies run in connection with the Indo-Ceylon train service .. .. .	Free
Private yachts, vessels of the Imperial Light Service, men-of-war, troopships, hospital ships, and Royal Fleet Auxiliaries belonging to the Admiralty or on Admiralty Charter, which fly the Blue Ensign with Admiralty Badge and carry no cargo on which freight is paid .. .. .	Free
Vessels entering or leaving the port of Trincomalee solely on account of the Lighthouse Services .. .. .	Free

**Memorandum of Amendments to Schedule D.—Port Dues.**

*Entering Dues.*

Proviso 3 allows trawlers to compound for entering dues at Colombo and has been included to give effect to the decisions of Government.

Provisos 4, 5, and 6 exempt vessels halting outside the Harbour but within the limits of the port for certain specific purposes from the payment of entering dues, and have been included to give effect to the decisions of the Colombo Port Commission.

*Over-hour and Buoy Rent Charges.*

In proviso (a) the words "without discharging or shipping cargo, either" have been inserted to make the meaning clearer and to show that to obtain exemption from extra buoy rent no cargo must be handled during the exemption period.

In the last proviso the words "hospital ships, &c.," have been inserted in accordance with the policy of Government which has already been accepted by the Legislature in passing Ordinance No. 3 of 1927.

*Tonnage Dues.*

Section 5 brings the regulations for Admiralty vessels into line with the last proviso under over-hour and buoy rent charges.

*Import Harbour Dues.*

The alterations are all of minor importance. They either give a clearer definition or remove small practical anomalies. The chief alteration is the separation of casks, &c., containing solids—*e.g.*, cement, nails, chinaware, &c.—which pay by weight and casks, &c., containing liquids which will be charged accordingly to their capacity.

*Reshipment Harbour Dues.*

No change.

*Exemptions—Imported Goods.*

Apart from a minor alteration regarding liquid fuel the inclusion of the words “and all goods, &c.,” brings the schedule into line with Ordinance No. 3 of 1927. It is also made clear that passengers' baggage if landed at the Baggage Office is exempted from import harbour dues.

*Export Harbour Dues.*

Apart from a change in the rates for casks, barrels, &c., containing coconut oil or citronella oil which is introduced for the sake of removing the minor anomalies which are caused by an antiquated definition no longer in line with trade practice, and the insertion of one new item “Robbins of ponac,” there is no great alteration in the rated items. The exemptions are brought into line with those for import harbour dues.

*Dues leviable at all Ports except Colombo.*

Apart from the insertion of the words “of burthen” and “of the registered tonnage” to make matters quite clear in the reckoning of tonnage for coastwise vessels and in connection with the composition for port dues, the only alteration is in the “Exemptions.” The proviso regarding men-of-war, &c., brings the exemption into line with those for Colombo.

The exemption of vessels entering or leaving Trincomalee on account of the Lighthouse Services from the payment of port dues has been included to give effect to the decisions of Government.

## ORDINANCE NO. 17 OF 1869.

S 37/26

IT is hereby notified that His Excellency the Governor, by virtue of the powers vested in him by the 13th section of the Ordinance No. 17 of 1869, has been pleased to fix, in respect of the warehouse rents which the Collector of Customs may charge, demand, and receive on all goods lodged in any King's Warehouse or place of deposit provided by Government, the rates and regulations appearing in the schedule annexed hereto, with effect from November 10, 1928.

And it is further notified that from and after the said date all previous Notifications on this subject are hereby cancelled.

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

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

## SCHEDULE.

## Warehouse Rent Classification.

## I.—IMPORTS.

Description.	Rates. Rs. c.
Bags containing rice, other grain, sugar, flour, fish, vegetables, or miscellaneous articles, weighing 2 cwt. gross and under .. .. .	each .. 0 4
Do. over 2 cwt. gross and not exceeding 3 cwt. gross .. .. .	each .. 0 6
And thereafter for every additional cwt. or part thereof .. .. .	— .. 0 2
Bales, boxes, cases, crates, and packages not otherwise described (including cylinders for gases or liquids under pressure and drums or reels of wire or electric cable) measuring 5 cubic feet and under .. .. .	each .. 0 5
Do. over 5 cubic feet and not exceeding 10 cubic feet .. .. .	each .. 0 10
Do. over 10 cubic feet and not exceeding 15 cubic feet .. .. .	each .. 0 15
And thereafter for every additional 5 cubic feet or part thereof .. .. .	— .. 0 5
Casks, barrels, kegs, and drums, containing solids, weighing 1½ cwt. gross and under .. .. .	each .. 0 10
Do. over 1½ cwt. gross and not exceeding 4 cwt. .. .. .	each .. 0 20
Do. over 4 cwt. gross and not exceeding 6 cwt. .. .. .	each .. 0 30
Do. over 6 cwt. gross and not exceeding 7 cwt. .. .. .	each .. 0 40
And thereafter for every additional cwt. or part thereof .. .. .	— .. 0 10
Casks, barrels, kegs, and drums, containing liquid, of capacity 9 gallons and under .. .. .	each .. 0 10
Do. of capacity over 9 gallons and not exceeding 18 gallons .. .. .	each .. 0 15
Do. of capacity over 18 gallons and not exceeding 36 gallons .. .. .	each .. 0 30
Do. of capacity over 36 gallons and not exceeding 54 gallons .. .. .	each .. 0 40
Do. of capacity over 54 gallons and not exceeding 81 gallons .. .. .	each .. 0 70
Do. of capacity over 81 gallons and not exceeding 108 gallons .. .. .	each .. 1 0
And thereafter for every additional 20 gallons capacity or part thereof .. .. .	— .. 0 10
Casks, barrels, kegs, and drums, empty, half the rates for those containing liquid.	
Bundles of staves .. .. .	each .. 0 10
Coir fibre, yarn, and rope in ballots or bundles .. .. .	per cwt. .. 0 5
Pressed bales by measurement.	
Heavy goods, metal, tiles, asphalt, timber .. .. .	per ton .. 0 50
Manure .. .. .	per ton .. 0 50

Description.	Rates.	
	Rs.	c.
Motor cars, carts, carriages, and rickshaws, not packed .. .. .	each	2 50
Cycles, motor cycles, and side-cars for motor cycles, not packed .. .. .	each	1 0
Elephants .. .. .	each	5 0
Horses and ponies .. .. .	each	5 0
Asses, donkeys, and mules .. .. .	each	1 0
Turtles, poultry and other birds, and small animals, uncaged .. .. .	each	0 10
Sheep and goats .. .. .	each	0 20
Cattle and calves, and other animals, uncaged .. .. .	each	1 0
Other animals caged, including birds in crates or cages, according to size of receptacle.		
Goods of a like size and weight to any of the above to be charged accordingly.		
All other goods not specified .. .. .	per ton	0 50

*Import Warehouse Rent.*

(1) On payment of the above rates, goods shall be allowed to remain at the wharf for three clear days, exclusive of Sundays and Customs holidays. Thereafter double the above rates shall be charged for each succeeding day or part thereof, including Sundays and Customs holidays, and day of removal or shipment.

(2) The liability to single and double warehouse rent extends to all coastwise goods, whether of foreign origin or of local production or manufacture. Provided that rent shall not be recoverable for goods carried only on a coastwise permit between out-bays at which no Customs-house is stationed and the ports to which the out-bays belong, nor for goods shipped on boat notes from Kayts to Jaffna or from Jaffna to Kayts. The Islands adjoining and forming part of the Northern Province are for this purpose out-bays of the ports of Jaffna and Kayts.

*Reshipment Warehouse Rent.*

(3) Goods brought for reshipment shall be free of rent if reshipped within the period of first rent.

(4) If not so reshipped, such goods shall be liable to a single rate of rent for the period of three clear days referred to in rule (1), and thereafter shall be liable to the above rates for each period of five days or part thereof (including Sundays and Customs holidays), provided they are deposited in or removed to a reshipment warehouse within the period of first rent.

(5) Goods intended for reshipment which remain in an import warehouse beyond the period of first rent shall be liable to rent in accordance with rule (1) above, unless and until removed to a reshipment warehouse or unless special permission is granted by the Collector of Customs for such goods to remain in the import warehouse, and thereafter shall be liable to the rates laid down in rule (4) above.

*Note.*—Unless in the opinion of the Collector of Customs there has been unreasonable delay in removal, the date set out in the application for permission as that upon which it is desired to remove goods to a reshipment warehouse shall be taken as the date of actual removal for the purpose of this rule.

(6) Cargo which has been deposited in a reshipment warehouse and which is removed locally shall pay the rates as for import cargo from the date of landing.

*Exemptions—Imported Goods.*

(7) At ports other than Colombo chanks shall be exempted from warehouse rent and coral stones shall be exempted from double rent.

(8) The following goods shall be exempted from first rent:—Government cargo, coal and coke landed at the coal grounds, military baggage, dhobies' bundles, kerosine oil in bulk, liquid fuel in bulk, export cargo shut out and relanded, and all goods which at the time of importation are exempt from duty under Ordinance No. 3 of 1927.

Passengers' baggage landed at the Baggage Office shall be exempted from warehouse rent except as hereinafter provided.

## II.—BONDED WAREHOUSE RENT.

Goods lodged in a bonded warehouse shall be liable for each week or part thereof (including day of deposit, day of removal, Sundays, and Customs holidays) to the rates laid down for import warehouses.

## III.—EXPORTS.

(1) Export warehouse rent shall be the same as import warehouse rent with the following exceptions:—

		Rs.	c.
Bags of cinnamon weighing not more than 100 lb. or bales or ballots under 5 cubic feet	each	0	2
Coconuts in bags or loose, for every 100 or part thereof .. .. .	—	0	4
Boxes or chests of tea, on the nett weight of the contents of each package of 50 lb. and under .. .. .	each	0	3
Do. from 50 lb. to 100 lb. .. .. .	each	0	6
For every additional 20 lb. or part thereof .. .. .	—	0	1
Plumbago .. .. .	per barrel	0	7
Boxes or chests of rubber or desiccated coconuts weighing 200 lb. nett or under .. .. .	each	0	6
Do. weighing over 200 lb. nett for every 20 lb. or part thereof .. .. .	—	0	1
Casks, barrels, kegs, and drums, containing coconut oil or citronella oil weighing 1½ cwt. gross and under .. .. .	each	0	10
Do. over 1½ cwt. gross and not exceeding 4 cwt. each .. .. .	each	0	20
Do. over 4 cwt. gross and not exceeding 6 cwt. .. .. .	each	0	30
Do. over 6 cwt. gross and not exceeding 7 cwt. .. .. .	each	0	40
And thereafter for every additional cwt. or part thereof .. .. .	—	0	10
Robbins of poonac .. .. .	each	0	5

*Export Warehouse Rent.*

(2) All goods brought for shipment shall be allowed three clear days free of rent after which they shall become liable to the payment of the above rates for each succeeding day or part thereof, including Sundays and Customs holidays and day of removal.

*Explanation.*—Sundays and Customs holidays, are not included in the three clear days free of rent, unless the vessels taking the cargo work on such days on special application.

(3) All goods laden for shipment and not shipped but reloaded shall be allowed to remain in the warehouse free of rent for three days from the day on which the goods were shut out, such three days being inclusive of the day on which the goods were shut out, the day of removal, and Sundays and Customs holidays. After this period of three days they shall be liable to payment of the above rates for each succeeding day or part thereof, including Sundays, Customs holidays, and the day of removal.

(4) Goods brought for shipment, but removed without being laden for shipment, shall be liable to rent from and for the day on which they are brought; but no rent shall be charged for goods brought to the wharf and returned on the same day nor for days on which the Master Attendant hoists the storm signal.

(5) Goods shall not be regarded as laden for shipment until the boat note has been registered at the Export Office.

#### IV.—LAKESIDE WAREHOUSE RENT (IN COLOMBO).

All goods for which an import or export entry is registered at the Lakeside warehouse, whether the goods be actually deposited therein or allowed direct transit through the locks, shall, in addition to the above rates, be liable to a charge of 30 cents per ton dead weight.

#### V.—CHARGES IN LIEU OF HARBOUR DUES AND WAREHOUSE RENT ON PASSENGERS' BAGGAGE LANDED AT OR SHIPPED FROM THE BAGGAGE OFFICE AT A PASSENGER JETTY.

Packages of passengers' baggage containing dutiable or non-dutiable goods removed on the day of landing or shipped on the day of deposit from the Baggage Office at a Passenger Jetty shall be free of rent and dues. All packages not so removed or shipped and all packages otherwise deposited at the Baggage Office shall be liable to a charge of 15 cents a package for each day or part thereof, including the day of landing or deposit, day of removal, Sundays, and Customs holidays.

### Memorandum of Amendments to Warehouse Rent.

#### I.—IMPORTS.

Alterations have been made so as to bring the Schedule into line with that for Import Harbour Dues.

##### *Import Warehouse Rent.*

The words "duty paid" have been omitted in line 4 of rule 2 and the words "or from Jaffna to Kayts" have been added after the word "Jaffna" in line 5 to give effect to the proposal made in my report No. 350 of July 11, 1927, to the Colonial Secretary on the Colonial Auditor's letter No. 72/174/20 of July 1, 1927.

##### *Exemptions—Imported Goods.*

Coke is classed with coal and is liable to rent, if not landed at the Coal Grounds.  
Passengers' baggage is fully dealt with under V.

#### III.—EXPORTS.

Alterations have been made so as to bring the Schedule into line with that for Export Harbour Dues.

#### IV.—LAKESIDE WAREHOUSE RENT (IN COLOMBO).

As this rent is only leviable at Colombo the words "in Colombo" have been added to the title.

#### V.—BAGGAGE OFFICE CHARGES.

According to the existing rules, passenger's baggage is exempt from the payment of rent, if it contains non-dutiable goods and if it is removed on the day of landing. It is not, however, exempt from import harbour dues or export harbour dues. In practice, both import rent and harbour dues are recovered on packages containing dutiable goods, but neither import rent nor harbour dues are recovered on packages containing non-dutiable goods. Export harbour dues are recovered on packages containing goods liable to export duty. There does not appear to be any logical reason for the differentiation between packages containing dutiable goods and those containing non-dutiable goods. It is proposed to exempt passenger's baggage whether containing dutiable or non-dutiable goods from the payment of rent and dues if the baggage is removed on the day of landing. The amount involved is only about Rs. 2,500 per annum.

#### ORDINANCE No. 17 OF 1869.

S 8/26

IT is hereby notified that under section 11 (a) of Ordinance No. 17 of 1869 the Legislative Council did, at its Session on November 8, 1928, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Governor:—

That on and after November 10, 1928, the following item be added to the Table of Exemptions from payment of Import Duties in Schedule B of Ordinance No. 17 of 1869:—

Fish caught by a fishing vessel which is operating from a Ceylon Port and which has been duly registered at a port of registry in Ceylon.

It is further notified that the said resolution has been duly submitted to and sanctioned by the Secretary of State for the Colonies as required by section 11 (b) of the said Ordinance.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.