



THE CEYLON GOVERNMENT GAZETTE

No. 7,675 — FRIDAY, NOVEMBER 23, 1928.

Published by Authority.

PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

U 327/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS the Municipal Council of Colombo has, under the provisions of sections 38 and 39 of "The Colombo Municipal Council Waterworks Ordinance, 1907," amended regulation 40 of the regulations contained in the schedule to the said Ordinance No. 18 of 1907, in the manner set out in the schedule hereto:

Now know Ye that We, the Governor in Executive Council, in exercise of the powers in Us vested by section 40 of the said Ordinance, do hereby confirm and proclaim the said amendment.

Colombo, November 15, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Regulation 40 of the regulations contained in the schedule to "The Colombo Municipal Council Waterworks Ordinance, 1907," is hereby amended by the addition thereto of the following:—

6-inch meter, Rs. 75 for quarter or part of a quarter.

4-inch meter, Rs. 55 for quarter or part of a quarter.

BY HIS EXCELLENCY THE GOVERNOR.

U 342/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 22 of "The Colombo Suburban Dairies and Laundries Ordinance, 1908," it is provided that the Governor in Executive Council may in his discretion direct, by Proclamation, that the application of the said Ordinance shall be extended to any urban area as defined in "The Local Government Ordinance, No. 11 of 1920":

And whereas it is expedient to extend the application of the said Ordinance to the area comprised in the administrative limits of the Negombo Urban District Council in the Western Province:

Now, therefore, know Ye that We, the Governor in Executive Council, acting under and by virtue of the said power, do hereby direct that the application of the said Ordinance shall extend to the area comprised in the administrative limits of the Negombo Urban District Council.

Colombo, November 15, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

(Continued on page 4054)

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 401 of 1928.

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

Mr. M. M. WEDDERBURN to be Additional Government Agent, Southern Province, with effect from November 16, 1928, until further orders.

Mr. K. T. S. GURUSINGHE to be Additional Assistant Government Agent, Kalutara, on November 23, 1928.

Mr. G. FURSE ROBERTS to the office of Registrar-General of Lands and of Marriages, Births, and Deaths; Visitor of the Lunatic Asylum; Registrar of Joint Stock Companies under the Joint Stock Companies.

Ordinance; Registrar of Motor Cars; and to be a Justice of the Peace for the Island, with effect from November 19, 1928, until further orders.

Dr. W. SMALL, M.B.E., Mycologist in the Department of Agriculture, to act as Director of Agriculture and Registrar of Co-operative Societies, during the absence from the Island of the Hon. Mr. F. A. STOCKDALE, C.B.E., with effect from November 22, 1928.

Mr. A. H. MALPAS to act, in addition to his own duties, as Director of the Colombo Museum and Marine Biologist, with effect from November 17, 1928, during the absence of Dr. J. PEARSON on leave, or until further orders.

The Hon. Mr. S. OBEYESEKERE to be a Member of the Council of the Ceylon University College, during the absence on leave of the Hon. Mr. M. T. AKBAR.

Mr. M. H. KANTAWALA to act in the office of District Judge, Negombo; Additional Commissioner of Requests and Police Magistrate, Negombo; Superintendent of the Negombo Prison; Assistant Collector of Customs, Negombo; Additional Local Authority under the Petroleum Ordinance within the limits of the Urban District Council of Negombo; and Additional Assistant Provincial Registrar for the District of Colombo under section 5 of Ordinance No. 19 of 1907, with effect from November 19, 1928, until further orders.

Mr. C. COOMARASWAMY to act in the office of District Judge, Kurunegala; Additional Commissioner of Requests and Police Magistrate, Kurunegala; Additional District Judge, Kegalla; and Visitor of the Prison at Kurunegala, with effect from November 19, 1928, until further orders.

Mr. C. J. S. PRITCHETT to the office of District Judge, Ratnapura; Additional Commissioner of Requests and Additional Police Magistrate, Ratnapura; and Additional District Judge, Avissawella, with effect from November 19, 1928, until further orders.

Mr. G. S. SURAWEERA to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. S. D. DHONDY, from November 21 to 23, 1928, inclusive, or until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. R. ALUWIHARE, on November 23 and 24, 1928, or until the resumption of duties by that officer.

Mr. A. R. HALLOCK to be, in addition to his other duties, Additional Commissioner of Requests and Additional Police Magistrate, Kalutara, from November 1, 1928, until further orders.

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 23 to 26, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. G. P. KEUNEMAN to be Additional Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, on November 23 and 24, 1928.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, during the absence of Mr. N. MOONESINGHE, from November 20 to 22, 1928, inclusive, or until the resumption of duties by that officer.

Mr. K. KANAKASABAI to be Additional Police Magistrate, Jaffna, on November 22 and 29, 1928.

Mr. S. N. VELUPILLAI to act as Additional Police Magistrate, Batticaloa, from November 19 to 24, 1928, inclusive.

Mr. O. M. P. PERERA to act at Dandagamuwa as Additional Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. S. F. AMERASINGHE, from November 24 to 26, 1928, inclusive, or until the resumption of duties by that officer.

Mr. K. T. S. GURUSINGHE, Office Assistant, Kalutara Kachcheri, to be, in addition to his own duties, Superintendent of the Prison at Kalutara, with effect from November 19, 1928, until such time as the Supreme Court Sessions at Kalutara terminate.

Mr. W. A. DE SILVA to be Cadet attached to the Matara Kachcheri, with effect from November 21, 1928, until further orders.

Mr. R. MACDONALD to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kurunegala, during the absence of Mr. D. F. C. DYSON, from the Island.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 22, 1928. Colonial Secretary.

No. 402 of 1928.

IT is hereby notified that the Hon. Mr. L. H. ELPHINSTONE, K.C., having returned from leave, resumed duties as Attorney-General on November 17, 1928.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 22, 1928. Colonial Secretary.

No. 403 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned to be Members of the Provincial Road Committee, North-Western Province, for the year 1929:—

The Hon. Mr. G. E. MADAWALA,
Mr. F. J. ENGLAND,
Mr. F. N. DANIELS,
Mr. A. DE SILVA,
Mr. G. E. JAYATILEKE HULUGALLE.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 20, 1928. Colonial Secretary.

No. 404 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. M. B. PAGODA of Rakwana town to be an Inquirer for Rakwana area, i.e., Meda pattu in Atakalan korale and Depedene, Allington, and Cyprus estates in Rambukka wasama in Uda pattu, Kakulu korale.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 20, 1928. Colonial Secretary.

No. 405 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. BATUWITAGANTHAGE JINORIS FERNANDO of Chandranagara, Baseline road, Dematagoda, Colombo, 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 15, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. TITUS ANDREW PIERIS to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Colombo District of the Western Province, with effect from November 14, 1928, until further orders, *vice* Mr. WILLIAM AUGUSTUS WEERAKOON, on leave. His office will be at the Kachcheri, Colombo.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 14, 1928. Colonial Secretary.

IT is hereby notified that I have appointed LOUIS DISSA-NAYAKA SEDARA (provisionally) as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, with effect from November 21, 1928, *vice* DIAS MARTIN WANIGASEKARA, resigned. His office will be at Asokagaraya in Kamburupitiya.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 13, 1928. Registrar-General.

IT is hereby notified that I have appointed SUPPAR PONNIAH (provisionally) as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, with effect from December 1, 1928, *vice* Registrar, RAMALINGAM MUTTUCUMARU, resigned. His office will be at the Vidhānevalavu in Viddattaltivu.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 14, 1928. Registrar-General.

IT is hereby notified that I have appointed CHARLES VICTOR ROSA as Deputy Medical Registrar of Births and Deaths of Kurunegala town division, in the Kurunegala District of the North-Western Province, with effect from November 20, 1928, *vice* KODIKARA ARACHCHIGE MIGUEL PERERA SENEVIRATNE, transferred. His office will be at the Civil Hospital, Kurunegala.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 16, 1928. Registrar-General.

IT is hereby notified that I have confirmed EKANAYAKE MUDIYANSELAGE PUNCHI BANDA in his appointment as Registrar of Births and Deaths of Sinhala pattu division, and of Marriages (Kandy and General) of Tamankaduwa palata division, in the Anuradhapura District of the North-Central Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 14, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON SAMUEL WIJESUNDERA to act as Registrar of Births and Deaths of Kosgama division, and of Marriages (General) of Udugaha pattu of Hewagam korale division, in the Colombo District of the Western Province, for nine days from November 13, 1928, during the absence of the Registrar, MUHANDIRANGE DON JULIAS JAYAWARDANA SENEVIRATNA DASANAYAKA, on leave. His office will be at Malkekunawattegedara in Kosgama and station at Tanayamwatta in Avissawella.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WEERAKKODY WIJEGUNAWARDANA to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu

division, in the Kalutara District of the Western Province, for twenty-three days from November 13, 1928, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His office will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES EDIRIMANNE to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for two days from November 19, 1928, during the absence of the Registrar, CECIL TILLAKARATNE, on leave. His office will be at Ampitigala Walawwa in Ampitigala.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for thirty days from November 19, 1928, during the absence of the Registrar, WARAHENE LIYANAGE SUGATADASA DE ALWIS GUNATILAKA, on leave. His office will be at Hedunuwawa in Kalapitiya.

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 fifteen days from November 15, 1928, *vice* Registrar, WARAGOLLE IHALAGEDARA WIJERATNAYAKA MUDIYANSELAGE KIRI BANDA, resigned. His office will be at Ihalagedarawatta in Puwakpitiya; station: Matmalawegedarawatta in Kambarawa.

The Additional Assistant Provincial Registrar, Galle, has appointed DALUWATTEHEWA HENRY DE SILVA KURUKULARATNE to act as Registrar of Births and Deaths of Maha Ambalangoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on November 16, 1928, during the absence of the Registrar, KANKANTANTRI ANDORIS DE SILVA SUMANASURIYA, on leave. His offices will be at Saundagegedarawatta in Maha Ambalangoda and No. 506, Addarabandarawatta, in Patabendimulla.

The Additional Assistant Provincial Registrar, Galle, has appointed ABRAHAM HETTIACHCHI GUNAWARDENA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on November 21, 1928, during the absence of the Registrar, DON DAVID SURIYA-ARACHCHI AMARASEKERA, on leave. His office will be at Wella-addaramahawatta in Hikkaduwa.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJESIRIWARDHENA SAMARASINGHE 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 14, 1928, during the absence of the Registrar, DON DAVITH WIJESIRIWARDHENA SAMARASINGHA, on leave. His office will be at Ilanganwatta in Beruwewa.

The Assistant Provincial Registrar, Matara, has appointed HETTIKAPUGE DON CAROLIS ABEYSUNDERA to act as Registrar of Births and Deaths of Meda Viyangoda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, on November 15, 1928, during the absence of the Registrar NANAYAKKARA HADDAGODAGE DON ANDRIS GUNARATNA, on leave. His office will be at Lawallagahakoratuwa *alias* Weralugahawatta in Yatiyana.

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 eleven days from November 20, 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 DIAS RATNATUNGA to act as Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from November 17, 1928, during the absence of the Registrar, GIRIGORIS DIAS RATNATUNGA, on leave. His office will be at Udumulla-addarawatta in Aranwela; additional office at Ambagahahena in Kudahilla.

The Assistant Provincial Registrar, Jaffna, has appointed KANAPATIPPILLAI VIRAVAKU to act as Registrar of Births and Deaths of Uduppiddi division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for seven days from November 13, 1928, during the absence of the Registrar, ALVAPPILLAI ATIYAMPILLAI, on leave. His office will be at Manatpulo, Uduppiddi Imaiyanan; station: Irasinganmanal in Valluvedditturai.

The Assistant Provincial Registrar, Jaffna, has appointed APPADURAI VIJAYARATNAM to act as Registrar of Births and Deaths of Tellippalai division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for twenty-one days from November 14, 1928, during the absence of the Registrar, KANTAVANAM MUTTUKUMARU, on leave. His office will be at Impilichiddi in Tellippalai East.

The Assistant Provincial Registrar, Mannar, has appointed MEERANEINA MUKAMMATUKKASIN to act as Registrar of Births and Deaths of Musaly North division, in the Mannar District of the Northern Province, for twenty-five days from November 25, 1928, during the absence of the Registrar, MUKAMMATUMUTTALIVAMARAICKAYAR ASANEYINAMARAICKAYAR, on leave. His office will be at the Registrar Valavu in Periyapillaichipotkeni.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKE MUDIANSSELAGE 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 thirty days from November 10, 1928, during the absence of the Registrar, RANGE BANDARALAGE APPUHAMY UDUWERIYA, resigned. His office will be at Pahalagama.

The Provincial Registrar, Kurunegala, has appointed LANSAKARA WASALA ATAPATTU MUDIANSSELAGE HERAT BANDA to act as Registrar of Births and Deaths of Yatikaha korale north division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for thirteen days from November 12, 1928, during the absence of the Registrar, LANSAKARA WASALA ATAPATTU MUDIANSSELAGE PUNCHI BANDA, on leave. His office will be at Karagahagedara.

The Provincial Registrar, Kurunegala, has appointed RATNAYAKE MUDIANSSELAGE DINDIRI BANDA to act as Registrar of Births and Deaths of Tissawa korale division, and of Marriages (General) of Dewamedu hatpattu division, in the Kurunegala District of the North-Western Province, for two days from November 14, 1928, during the absence of the Registrar, SANGAKKARA MUDIANSSELAGE PODI BANDA SANGAKKARA, on leave. His office will be at Bogahamulawatta in Wegolla.

The Additional Assistant Provincial Registrar, Badulla, has appointed MUTU BANDA DISSANAYAKA to act as Registrar of Births and Deaths of Passara division, and of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for thirty days from November 15, 1928, during the absence of the Registrar, HELAWALUWE DISSANAYAKA MUDIANSSELAGE PUNCHI BANDA, on leave. His office will be at Ulpenarawegama in Kanahelawasama, with an additional office at Passara town on the 9th and 10th.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 17, 1928. Registrar-General.

IT is hereby notified that TUMBULLE MUDIYANSELAGE ABEYSINGHE SENEVIRATNE, Registrar of Births and Deaths of Magul Otota korale division, and of Marriages (Kandy and General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, holds, with effect from November 7, 1928, his office at Migahamulawatta in Tumbulla, instead of at Ambagahamulawatta, as notified in the *Government Gazette* No. 6,641 of August 7, 1914.

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

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

The Additional Assistant Provincial Registrar, Matale, has appointed DISANAYAKA BANDARALAGE NEKATTEWALAWWE BANDARE to act as Registrar of Births and Deaths of Kandapalla korale division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, on November 23, 1928, during the absence of the Registrar, EHELEPOLA UDAWALAWWE DISSANAYAKA BANDARALAGE HEEN BANDA, on leave. His office will be at Mohottalloyewalawwa in Tolombagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed WEERAKKODI ELDRICK SOYSA to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for five days from November 20, 1928, during the absence of the Registrar, WALIMUNI SARAVIS MENDIS ABEYSEKERA WIJAYAKULATILAKA, on leave. His office will be at Maradanwatta at Wenamulla.

The Additional Assistant Provincial Registrar, Galle, has appointed INIMANKADAKANKANAMGE DIAS GUNAWARDENA to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on November 23, 1928, during the absence of the Registrar, FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowitatotupalewatta in Majuwana.

The Assistant Provincial Registrar, Jaffna, has appointed AMPKAIPAKAR ANNAMALAI to act as Registrar of Births and Deaths of Chankanai division, and of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for seven days from November 19, 1928, during the absence of the Registrar, KRISHNAPILLAI VAYIRAMUTTU, on leave. His office will be at Kumpaneluvai in Chankanai.

The Assistant Provincial Registrar, Mullaitivu, has appointed ARUMUGAM KANAKASAPAPATHY to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaitivu District of the Northern Province, for six days from November 19, 1928, during the absence of the Registrar, SABARATNAM IGNATIUS WIJAYARATNAM, on leave. His office will be at the Kachcheri, Mullaitivu.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TKIRI BANDA to act as Registrar of Births and Deaths of Kandupita Pattuwa south division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for ten days from November 19, 1928, during the absence of the Registrar, MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Pahalawatta alias Hitinawatta in Alawatura.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, November 20, 1928. Registrar-General.

GOVERNMENT NOTIFICATIONS.

Y 4/28

IT is hereby notified that the under-mentioned gentleman has passed the Examination prescribed under the Regulations dated January 11, 1924, held on October 15, 1928, and following days:—

First Examination.

	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. H. C. Cocks	58	45	54	—

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

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

N 318/27

THE subjoined regulations are, with the approval of His Excellency the Governor, issued and published for general information.

2. The regulations appearing in Appendix F to the regulations for the Ceylon Defence Force dated April 24, 1928, and published as a Supplement to the *Government Gazette* of April 27, 1928, and all previous regulations regarding the issue, surrender, and restoration of the Colonial Auxiliary Forces Officers' Decoration are hereby cancelled.

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

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

Regulations as to Issue, Surrender, and Restoration of "The Colonial Auxiliary Forces Officers' Decoration," under Royal Warrants of June 9, 1921, and June 22, 1927.

COLONIAL AUXILIARY FORCES OFFICERS' DECORATION.

Persons Eligible.

1. (a) Officers having twenty years' commissioned service, which need not be continuous.
- (b) Honorary Colonels and Chaplains who have the qualifying service of twenty years.
- (c) Officers who have retired and have the qualifying service.

Qualifying Service.

2. (a) Commissioned service rendered wholly in the Auxiliary Forces of one or more Dominion, Colony, or Protectorates; or partly in the Auxiliary Forces of one or more Dominion, Colony, or Protectorate, partly in the Territorial Army of Great Britain, or partly in any Naval or Military Volunteer Forces of any part of the Empire (except service since August 4, 1914, in the Volunteer Force of Great Britain raised under the Volunteer Acts, 1863-1916); service on the West Coast of Africa counting two-fold.
- (b) Half the time served in the ranks of the aforesaid Auxiliary Military Forces or in the ranks of the Territorial Army of Great Britain or Volunteer Force which existed before April 1, 1908.
- (c) An officer who was serving on August 4, 1914, and did before November 11, 1918, actually serve or sign a written agreement to serve beyond the borders of Ceylon, on Military service may reckon all embodied service as an officer on the active list two-fold as qualifying service towards the requisite twenty years, whether such service was in the Naval Forces, Military Forces, or Air Forces.
- (d) An officer who was serving on August 4, 1914, and did before November 11, 1918, actually serve or sign a written agreement to serve beyond the boundaries of Ceylon, on Military service, may reckon all embodied service in the ranks on the active list as full qualifying service towards the requisite twenty years, whether such service was in the Naval Forces, Military Forces, or Air Forces.
- (e) No service shall count more than two-fold towards the award of the Decoration.
- (f) Service on the Permanent Staff by members of the Permanent Forces shall not reckon as qualifying service for the Decoration.
- (g) Service qualifying for the Territorial Officers' Decoration shall also count towards the qualifying service necessary for the Decoration.

Application.

3. Application for the Decoration will be made in writing by the Commanding Officer of each Corps, and will in each case be supported by a statement of the applicant's service on Form A. Commanding Officers will forward their recommendation through the usual channels of correspondence to the Governor, together with the certificate marked B or the certificate marked C.

4. The Decoration being granted as a reward for good and long service, Commanding Officers should in each case state in general terms the reason which, in their opinion, gives the applicant a claim to receive the Decoration.

Publication.

5. The grant of the Decoration will be published in the *Government Gazette*.
6. The letters V.D. will be inserted in the Army List against the name of the officer to whom the Decoration is given.

Forfeiture.

7. When the conduct of an officer after he has been awarded the Colonial Auxiliary Forces Officers' Decoration has been such as to disqualify him for wearing it, he may be deprived of it by the Governor.

Restoration.

8. A Decoration forfeited by an officer under the provisions of paragraph 7, may be restored to him by the Governor:

Loss.

9. When a Decoration has been lost, and it is desired to replace it, a declaration must be made before a Magistrate stating the circumstances under which the loss occurred, and the rank, name, and Corps of the officer to whom the Decoration belonged. This declaration will be forwarded to the Governor through the usual channel of correspondence in the case of an officer who is still serving, and direct in the case of one who has retired. The Decoration will be replaced on payment if the explanation as to the loss is considered satisfactory.

Method of Wearing Decoration.

10. The Decoration shall be suspended from the left breast by a green riband of one inch and a quarter in width from a silver brooch and shall be worn after all British War Medals.

The Miniature Decoration shall be one-half the size of the Colonial Auxiliary Forces Officers' Decoration.

A recipient of the Decoration shall be permitted to wear with it any "Colonial Auxiliary Forces Long-Service Medal" which may have been awarded to him, provided that he has completed the full qualifying service required for both the Medal and the Decoration.

Colonial Auxiliary Forces Officers' Decoration.

Form A.

Statement of the commissioned services of _____ of the _____ Regiment.

N.B.—Service in the ranks should be shown in full, but only its equivalent (under the regulations) should be carried forward as commissioned service into the last column.

Branch of Service.	Rank.	Rank and Dates of each Commission.		Total Service in each Rank.	Remarks.
		From.	To.		
				Y. M. D.	
Total Commissioned Service,					

We certify that the above is a correct statement of the commissioned service of _____ of _____ Regiment, and that his total commissioned service amounts to _____ years _____ months _____ days.

Signed: _____, Adjutant.

Countersigned: _____, Commanding Officer.

Headquarters,
Date: _____

Colonial Auxiliary Forces Officers' Decoration.

Certificate B.—For Officers still Serving.

We hereby certify that _____ holds a commission in the _____ Force, that he has completed the qualifying period of twenty years' service, that he is an efficient and thoroughly capable officer, and that he is in every way deserving of the Colonial Auxiliary Forces Officers' Decoration.

Signed: _____, Adjutant.

Countersigned: _____, Commanding Officer.

Colonial Auxiliary Forces Officers' Decoration.

Certificate C.—For Retired Officers.

We hereby certify that _____ has completed the qualifying period of twenty years' service, that he was granted the usual privilege of honorary rank on retirement in the _____ Gazette dated _____, and that he is to the best of our belief in every way deserving of the Colonial Auxiliary Forces Officers' Decoration.

Signed: _____, Adjutant.

Countersigned: _____, Commanding Officer.

Note.—Certificate C will be signed by the Commanding Officer and Adjutant of the Regiment or Corps in which officer was last serving.

SELECTION OF A CEYLONESE CANDIDATE FOR APPOINTMENT AS A POLICE PROBATIONER.

THERE is a vacancy in the Ceylon Police Force in the rank of Probationary Assistant Superintendent to be filled by the appointment of a Ceylonese Probationer.

2. As recommended in the report of the Select Committee of the Legislative Council on the Police Force (Sessional Paper XI.—1926), Ceylonese candidates for appointment as a Police Probationer will undergo the same qualifying literary examination as candidates resident in England and will be selected, subject to confirmation by the Secretary of State for the Colonies, by His Excellency the Governor.

3. Instructions have been received from the Secretary of State that the qualifying literary examination to be held by the Civil Service Commissioners will commence on June 25, 1929. Arrangements are being made for examination papers to be sent by the Civil Service Commissioners to Ceylon so that Ceylonese candidates may take up the examination in Ceylon simultaneously with the examination held in London.

4. **Method of Application.**—(a) Candidates must first obtain the permission of His Excellency the Governor to sit at the examination. Applications for such permission must be addressed in writing to the Colonial Secretary not later than February 1, 1929. No applications received after that date will be considered.

(b) Forms will then be supplied by the Colonial Secretary which the candidate must fill in, with full particulars regarding his career and qualifications; he must name on the form two referees who will answer from personal knowledge for his character and capacity. The candidate will then return the form to the Colonial Secretary with originals and copies of testimonials (not more than six), which should be sent in all together. He must also enclose his birth certificate (or a certified copy), the originals and copies of certificates of any examinations passed by him, and a certificate from a qualified medical practitioner, giving his height, chest measurement, with any special remarks as to physical development, &c. The originals of the testimonials and the birth and examination certificates will be inspected and returned to the candidate while the copies will be retained for record in the Secretariat.

(c) Applications from candidates already in Government Service should be forwarded through the Heads of the Departments in which the applicants are serving.

5. **Conditions of Eligibility.**—(i.) Every candidate must furnish satisfactory proof—

(a) That he has passed the Cambridge Senior Examination, the London Matriculation, or any other public examination which may be deemed to be of an equally high standard. Exceptions to this rule will be made only in the case of candidates who were prevented by War Service from passing such an examination.

(b) That he is a natural-born British subject born in Ceylon of parents permanently resident in the Island.

(c) That on June 25, 1929, at least 19 years and not more than 26 years have elapsed since the date of his birth; provided that in the case of an Inspector or Sub-Inspector in the Ceylon Police, who joined the Force as a Sub-Inspector during the period 1919–1926, the proof required will be that on June 25, 1929, at least 19 years and not more than 30 years have elapsed since the date of his birth.

(d) That he is of good moral character.

(ii.) Candidates must be unmarried, except in the case of an Inspector or Sub-Inspector who joined the Force as a Sub-Inspector during the period 1919–1926.

(iii.) Candidates must be of sound constitution, possessed of good sight, and physically fit for service in any part of the Island.

Note.—No person will be deemed eligible as a candidate who has not furnished satisfactory proof that he fulfills the conditions set forth above.

6. **Permission to Sit at the Examination.**—Candidates who have complied with the above instructions will be informed in due course whether they have been granted permission to sit at the examination. The grant of such permission will be at the absolute discretion of the Governor, and he will not be prepared to give reasons for his decision on any application.

7. **Selection after the Examination.**—The Governor will, subject to confirmation by the Secretary of State, select a candidate to fill the existing vacancy from amongst those who are pronounced by the Civil Service Commissioners to have qualified in the literary examination.

The candidate will be selected who appears to the Governor to be most suitable on grounds of character, personal fitness, general education and subsequent training and experience (if any).

Candidates must be prepared to attend at the Secretariat, if required, at their own expense, to reply to any inquiries which may be considered necessary. Qualification in the literary examination will not in itself imply ultimate selection for an appointment.

The selection of the candidate will be at the absolute discretion of the Governor, subject to the approval of the Secretary of State, and he will not be prepared to give reasons for his decision on any application. Attempts to influence his selection through persons who are not personally well acquainted with the candidate are useless, and will be regarded as indicating that the candidate himself does not consider his qualifications sufficiently good to justify his appointment on his own merits. They can in no case operate to the advantage of a candidate, and may lead to his disqualification.

8. **Reserve List.**—When the selection of a candidate to fill the existing vacancy has been completed, it will be at the discretion of the Governor, subject to the approval of the Secretary of State, to place certain of the unsuccessful candidates (but only candidates who have qualified in the literary examination) on a reserve list. From this list candidates may be selected to fill any further vacancies that might occur during the course of the year 1929. No indication can be given, however, as to the possible occurrence of such vacancies.

9. **Medical Examination.**—The selected candidate will be required to undergo a medical examination as to his physical fitness for service as a Police Officer in any part of the Island. Final selection will depend upon successfully passing this medical examination.

10. The following is a list of the subjects in which candidates will be examined :—

1.—Scheme of Examination.

PART I.				
Subject.			Maximum Marks.	
English	200	
General knowledge	100	
One of the following —				
Modern Language	}			
General History				
Elementary Mathematics		100
Everyday Science				
PART II.				
Subject	Maximum Marks.	Subject.	Maximum Marks.	
Latin	300	Lower Mathematics ..	300	
Greek	300	Higher Mathematics ..	300	
French	300	Physics	300	
German	300	Chemistry	300	
Modern History ..	300	Biology	300	

A candidate may not offer more than two subjects in Part II.

Except as provided below in the case of languages no candidate may offer similar subjects in Parts I. and II.

*That is to say, a candidate taking Physics or Chemistry or Biology may not offer Everyday Science; a candidate taking Lower or Higher Mathematics may not offer Elementary Mathematics; and a candidate taking Modern History may not offer General History. A candidate may not offer the same language in Part I. and Part II. nor may he offer more than two foreign languages in all.

Modern Languages in Part I. Any one of the following modern languages may be offered :—

French, German, Italian, Spanish, Russian.

In addition to the above-named subjects a candidate may take up either Freehand Drawing or Geometrical Drawing, each of which carries 50 marks.

A candidate must obtain such an aggregate of marks in the whole examination as to satisfy the Civil Service Commissioners.

The syllabus of individual subjects will be the same as that for the Navy, Army, and Air Force Entrance Examination, except that candidates in Physics, Chemistry and Biology in Part II. will not be required to produce evidence of laboratory training. For candidates examined in Ceylon the laboratory tests in Lower and Higher Mathematics will be omitted, the maximum marks for the subjects being allotted to the written papers.

The fee payable by candidates undergoing the examination is £5.

Instructions as to the manner in which the fee is to be paid will be sent with the Order for Examination which, together with a Time Table of the Examination, will be forwarded in time to reach candidates who have been nominated about a fortnight before the examination.

II.—Syllabus of Subjects.

1. **English.**—The tests in English will be designed to value understanding and command of the language. No essay will be asked for.

Précis.—A passage will usually be set for summary or précis. Limits may be prescribed for the number of words that the summary or précis should contain. Failure to keep within the prescribed limits will entail loss of marks. It is useful for the candidate to have some idea of the number of words he is accustomed to write on a foolscap page.

Handwriting.—In English, and in every other subject, deductions for handwriting which is at all difficult to read will be made up to 10 per cent. of the maximum mark. An officer in the field may have to write under great difficulties, and his report may have to be read in a poor light by another officer tired out by a long day's work. If communications are to take place accurately in those circumstances, it is essential that under mere examination conditions the handwriting should be absolutely legible. Accordingly, perfection of legibility is the criterion; no preference will be accorded on other grounds to any particular style of handwriting.

Spelling.—In English, and in every other subject, deductions for bad English spelling will be made up to 10 per cent. of the maximum mark. A spelling recognized by any standard English dictionary is accepted as correct.

English Composition is taken into account in all subjects.

2. **General Knowledge.**—The questions in General Knowledge will be designed to test the knowledge and interest of candidates—(1) in the more important topics of the day, (2) in literary, geographical, and other questions.

4A. **Modern Language.**—The test will include translation from the foreign language; set composition (in which an English passage is given to be put into the foreign language), and free composition (in which the candidates write in their own words on a prescribed subject). The candidates' translation must not only show that they understand the original; it must also be expressed in good English.

Arabic and Urdu should be written in Arabic characters.

4B. General History.—The questions will be designed to test such knowledge and understanding of the history of this country as a boy of the United Kingdom may be expected to have acquired at school by the age of 18. There will be no limit of time; attention will be confined to the great men and the great events, the great changes and the great movements, and the broad features of the general life. So much knowledge of foreign history is desirable as is necessary in order to understand the action of this country abroad and the action of other countries upon this country, and the knowledge of geography necessary for the comprehension of history will be tested. Answers must be strictly directed to the questions asked; irrelevance will be severely penalized. The questions will not be questions upon details, and exact dates will only be expected for the great landmarks; but accurate knowledge of the outlines will be expected, and illustrative detail strictly relevant and correctly presented will receive credit. A very liberal choice of questions will be allowed.

4C. Elementary Mathematics.—(1) Arithmetic, including problems about money, imperial and metric weights and measures, mensuration, percentages, and averages.

Knowledge of recurring decimals, scales of notation, stocks and shares, foreign exchange, and true discount is not required. Contracted methods are not required; when an approximate result is required candidates may work with all the figures supplied or make legitimate discards at any stage. The arithmetical rules for square and cube root are not required.

An arithmetical result may be asked for to a certain approximation, or the data may themselves be only approximate. In such a case, to give the result to a greater degree of accuracy than is asked for or is justified by the data will entail loss of marks. Candidates are expected to understand such phrases as "three significant figures," "four-figure accuracy."

(2) A sound appreciation of the following properties of plane figures will be expected, but proofs of these properties will not be asked for:—

Properties of angles at a point, *e.g.*, that vertically opposite angles are equal. Congruence properties of triangles, *i.e.*, the nature and number of the conditions that determine a triangle. The conditions of similarity of two triangles, *i.e.*, the conditions which determine the shape of a triangle. The following plane loci: the locus of a point equidistant from two fixed points, and the locus of a point within a given angle at equal perpendicular distances from the arms of the angle. The condition of the parallelism of two straight lines in its various forms. Proportion properties of parallels, the treatment of incommensurables not being required. Perimeter and area of a circle. Surface-areas and volumes of prisms, cylinders, pyramids, cones, with such simple problems on these figures as can be solved by the geometrical properties mentioned in this and the next paragraph. Surface-area and volume of a sphere. The representation of the simplest three-dimensional figures by means of plan and elevation.

(3) Of the following properties a sound appreciation will be expected, and proofs may be asked for. Candidates may base their proofs on the properties mentioned in the preceding paragraph or on other grounds:—

The angle-sum property of a triangle. Properties of the parallelogram. Solution of right-angled triangles by drawing and by the use of tables of trigonometrical functions. Pythagoras' theorem and the converse. Areas of triangles, quadrilaterals, &c. Simple properties associated with symmetry. Simple properties of circles, *viz.*, angle properties, rectangle properties, properties of chords and tangents. Similar figures. Measurements suitable for determining the position of a point in a plane, or in space. Measurement of the angle between two planes, and between a line and a plane.

(4) Algebraic calculation in connection with the above geometrical properties and with other problems, including: the expression of an arithmetical generalization in a formula, the interpretation of a formula, evaluation of a formula for numerical values of its variables; linear and quadratic equations with numerical coefficients; simple instances of varying magnitudes, statistical and mathematical, treated by means of graphs and otherwise; inversion of a formula (or change of the subject of a formula); use of logarithms; gradient of a graph.

A knowledge of algebraic square root and the theory and use of negative and fractional indices will not be expected. Questions will not be set upon lowest common multiple or highest common factor. Little skill is expected in algebraic manipulation, as, for instance, in long multiplication and division, factorization, transformation of expressions, identities, inequalities, and the simplification of fractions; only such manipulation will be expected as arises naturally out of simple problems.

(5) *Mode of Treatment.*—Grasp of elementary principles and readiness in practical application will be looked for. Numerical results should be worked out to a few significant figures. Candidates may be required to apply rough checks of the accuracy of particular results; they may also save themselves from blunders by applying checks even when not demanded. No great skill in the use of drawing instruments will be expected, but slovenly work will entail loss of marks.

Credit will be given for the clearness and aptness of the language of the answers; deductions will be made for obscurity or slovenliness, and especially for bad grammar and the incorrect use of words or phrases. The use of mathematical symbols and of well-established abbreviations like lb. and cm. is permissible; a calculation can often be exhibited quite clearly without the use of words, and a tabular form is often appropriate; but incomplete sentences such as are appropriate in telegrams will involve loss of marks.

There will be no laboratory test.

4D. Everyday Science.—The questions will be on matters mainly physical, chemical, biological, hygienic. Such knowledge will be expected as a boy is likely to possess who has studied the subject intelligently at school up to the age of 16 and has kept his eyes open. A liberal choice of questions will be given.

There will be no laboratory test.

5. **Latin.**—Translation and prose composition. The candidates' translation must not only show that they understand the original; it must also be expressed in good English.

6. **Greek.**—As for Latin.

7. **French.**—Translation from French, set composition, free composition, conversation. The candidates' translation must not only show that they understand the original; it must also be expressed in good English. The oral test will carry 75 marks.

8. **German.**—A for French.

9. **Modern History.**—British history, including British colonial history, from 1660 to the present day, together with European history during the same period. European history will be treated mainly as affecting British history, and with special reference to the following subjects:—Decline of the power of Holland. The ambitions of Louis XIV. The rivalry of England and France for colonial empire in India and America. Frederick the Great and the rise of Prussia. The French Revolution and the First Empire. The unification of Italy. Bismarck and the Union of Germany. The action of Russia in the Near East, Middle East, and Far East. The causes and results of the Great War (1914–1918).

Although a fixed date is given for the beginning of the period, candidates will be expected to know in general outline how the initial position was reached. Such knowledge of geography as is necessary to make the history comprehensible will be required.

All questions, whether relating to European or to British history, will deal with the broad outlines of the subject and no more knowledge of detail will be expected than is necessary for the comprehension of the outlines.

MATHEMATICS. Subjects 10, 11.—Credit will be given for the clearness and aptness of the language of the answers; deductions will be made for obscurity or sloveliness, and especially for bad grammar and the incorrect use of words or phrases. The use of mathematical symbols and of well-established abbreviations like lb. and cm. is permissible; a calculation can often be exhibited quite clearly without the use of words, and a tabular form is often appropriate; but incomplete sentences such as are customary in telegrams will involve loss of marks.

10. **Lower Mathematics**—*Arithmetic.*—Arithmetic, including simple methods of dealing with statistical data.

The mensuration of plane areas and simple solid bodies. The use of callipers, vernier, and other simple measuring instruments. The determination of area, volume and density by displacement by weighing, &c.

Geometry.—The substance of Euclid's six books. Elementary ideas in solid geometry treated informally; straight lines, planes, rectangular blocks, wedges, pyramids, cylinders, cones, and spheres. The construction of plans and elevations.

Algebra.—Formulas, their evaluation and transformation; the notion of a function; rate of change. The gradient and area of a graph. The solution of equations, linear and quadratic, simple and simultaneous. The use of logarithms; the meaning and simplest properties of negative and fractional indices. Arithmetical and finite geometrical sequences.

Trigonometry.—Solution of plane triangles; graphs of trigonometrical functions; use of four-figure tables; addition theorems.

Mechanics.—The lever, the inclined plane, the pulley, the balance and other simple machines; the composition and resolution of forces in one plane; moments; simple graphical methods; simple cases of equilibrium; properties of the centre of gravity; work; velocity ratio, mechanical advantage, and efficiency of a machine.

The composition and resolution of velocities and acceleration in one plane; rectilinear motion under uniform acceleration; the conservation of linear momentum; work, energy and power; graphical treatment of varying velocities, accelerations and forces.

Proofs of the parallelogram and triangle of forces, and of the principle of moments will not be asked for.

General.—In the absence of special instructions that a question is to be answered by a particular method, candidates are at liberty to choose their method from any branch of mathematics.

The examination in Lower Mathematics will include a laboratory test, which will carry 60 marks.

11. **Higher Mathematics**—Includes Lower Mathematics, together with:—

Geometry.—Elements of solid geometrical drawing.

Equations to the straight line, circle, ellipse, parabola, hyperbola, and other simple curves, in rectangular co-ordinates. Acquaintance is expected only with the simplest theorems about the curves. Candidates are free to use the methods of the infinitesimal calculus. Polar co-ordinates; deduction of the equation of a curve from simple data; drawing a curve from its equation.

Co-ordinate geometry of three dimensions up to the equations of the plane and the straight line.

Algebra.—Elementary knowledge of the use of indeterminate coefficients, especially with partial fractions. Easy computation, including the numerical solution of equations.

Calculus.—Differentiation and integration of simple standard forms and other forms depending on them; application to easy geometrical, mechanical and physical problems, to turning values, and to the expansion of simple algebraic and trigonometrical functions. A working knowledge (without rigorous fundamental demonstrations) of the elementary infinite series for $(1+x)^m$, e^x , $\log(1+x)$, and their use in approximative calculations.

Mechanics.—The equilibrium of bodies in two dimensions; link polygons; virtual work. Harmonic motion. Simple and conical pendulums. Projectiles. Simple cases of linked mechanisms. Moments of inertia. Simple cases of the motion of rigid bodies in two dimensions; such as flywheels, compound pendulums, rolling wheels. The action of such mechanical devices as crank mechanisms, engine governors, cranes, brakes.

General.—In Higher Mathematics more analytical skill will be expected than in the earlier stage. In the absence of special instructions that a question is to be answered by a particular method, candidates are at liberty to choose their method from any branch of mathematics.

The examination in Higher Mathematics will include a laboratory test, which will carry 60 marks.

SCIENCE. Subjects 12–14.—There will be no laboratory test in Physics, Chemistry, or Biology as a part of the examination and no candidate will be permitted to offer any of these subjects unless:—

(a) He has furnished a certificate from the Headmaster or the appropriate science master of one of the schools named in Appendix 4 of the regulations for entrance to Woolwich and Sandhurst, or of the regulations for entrance to Cranwell, that he has spent at least 80 hours on laboratory work in the subject in question within three years of the date of his application for admission to the examination; or

(b) He can produce other evidence satisfactory to the Civil Service Commissioners of adequate laboratory training, such training to have been undergone within three years of the date of his application for admission to the examination and to have been obtained in the same institution as the theoretical teaching, the Commissioners having

power to modify the requirement when they think fit in the case of a candidate educated in the Dominions or elsewhere overseas ; or

(c) He has been allowed to present himself in the subject on a previous occasion.

The certificate or other evidence must be sent to the Civil Service Commission on or before the day on which the written examination begins.

In the valuation of candidates' work in these subjects credit will be given for lucidity, orderly development, and aptness of language ; deductions will be made for incoherence, irrelevance, obscurity, slovenliness of expression and especially for bad grammar and the incorrect use of words and phrases. Chemical symbols must be restricted to their proper function and not used as shorthand symbols for the names of the substances.

12. **Physics.**—Alternative papers will be set on the following schedules A and B. A candidate will not be able to obtain full marks on either schedule without showing some knowledge of electricity.

SCHEDULE A.—*General.*—Principles of measurement. Graphical methods.

Hydrostatics.—The distinction between solids, liquids, and gases. Fluid pressure, floating bodies ; methods of determination of specific gravity and density. Boyel's law ; the pressure of the atmosphere. Pumps (air and water) and other simple instruments.

Heat.—Thermometry. Calorimetry, specific heat, latent heat. Expansion. Change of state. Vapour pressure, hygrometry. Convection and conduction. Radiation and its relation to light. Mechanical equivalent of heat.

Optics.—The transmission, reflexion, and refraction of light. Intensity of illumination and emission. Photography. Prisms and simple lenses. The formation of images. Colour. Vision. The principles and optical construction of telescopes, microscopes, spectrometers, and other simple instruments. Elementary account of the wave-theory of light.

Electricity.—Magnets, induced magnetization and terrestrial magnetism. General principles of electrostatics. Simple electrostatics instruments. Electric current. Simple cells. Electromotive force. Magnetic, chemical, and thermal effects of current. Measurement of current. Ohm's law. Kirchhoff's laws. Thermocouples and resistance thermometers. Electromagnetic induction. Simple instruments.

The examiners will assume that candidates possess a knowledge of Elementary Chemistry, and will be at liberty to set questions in Physics which involve such knowledge.

SCHEDULE B.—*Hydromechanics.*—The principles involved in the action of the hydraulic lift and other hydraulic machines. The calculation (in simple instances) of the thrust in house-cisterns, on lockgates, &c. The power procurable from a waterfall. The calculation of the power transmitted by water running through a pipe. Water turbines. The flotation of ships. Buoyancy. The use of pontoons. The submarine boat. Determination of specific gravities of solids and liquids by the principle of Archimedes. Hydrometers. Phenomena due to the weight of the atmosphere. Water pumps. The mercury barometer ; the aneroid barometer. Variation of pressure and density of the atmosphere at different heights. The flotation of balloons. Boyle's law. The mode of action of the tyre inflator ; the piston air-pump ; the vacuum brake ; and other important pneumatic machines.

Heat.—Measurement of the heating values of fuels, &c. Specific heat. Melting points. Vapour pressure ; boiling point. Distillation ; separation of liquids by distillation ; applications in the manufacture of turpentine, petroleum, &c. The formation of fog, cloud and dew. Latent heat : the artificial production of cold. Simple experiments in conduction and radiation. Simple thermostatic devices. The heating and cooling of gases by compression and expansion ; the liquefaction of gases (including air). The relation of heat to work ; Joule's experiments. Main characteristics and mode of action of the steam engine and internal combustion engine ; the efficiency of a heat engine.

Electricity.—The fundamental ideas concerning electric currents, difference of potential, resistance ; construction and mode of action of the commoner primary batteries. The fundamental laws of electrolysis, and their application in secondary cells and electro-plating. Heating effect of a current ; its application in incandescent and arc lamps, electric welding, cooking, &c. The phenomena of permanent and induced magnetism in iron ; fields of magnetic force ; the magnetic field associated with an electric current. The construction and action of an electro-magnet ; application in electric bells and telephones. The simpler phenomena of electro-magnetic induction ; broad principles and applications of the induction coil, magneto, dynamo, and motor. The fundamental ideas concerning wireless telegraphy. The simpler methods of measuring electric current, difference of potential, and resistance ; practical definitions of ampere, volt and ohm. Ohm's law. Construction and mode of action of simple measuring instruments ; electric transmission of power by direct current ; Joule, Watt, Board of Trade unit of electric energy.

13. **Chemistry.**—*General Chemistry.*—Laws of chemical combination. Equivalent, molecular, and atomic weights. General properties of gases, liquids, and solids. Properties of solutions ; electrolytic dissociation and electrolysis. Characteristics of chemical equilibrium. Classification of the elements.

Inorganic Chemistry.—The chemical properties of the more important elements and their commoner compounds, with special reference to those elements and compounds which are of importance in civilized life.

Organic Chemistry.—The elements of the chemistry of the simple hydrocarbons, halogen derivatives, alcohols, ethers, aldehydes, ketones, acids (including esters, acid chlorides, amides, hydroxy and amino acids), amines ; illustrated by the study of methane, ethane, and their chief derivatives, ethylene, acetylene ; acetone ; the lactic acids ; glycerol, fats, and soaps ; cyanides ; urea, benzene, toluene, and their simpler derivatives : glucose, cane-sugar, and starch treated descriptively. (The questions will be set on the assumption that candidates have some practical acquaintance with those compounds.) Homologous series, constitutional formulæ, isomerism (including the elements of stereoisomerism as illustrated by the lactic acids and tartaric acids).

14. **Biology.**—(1) The contrast, with respect to energy, between living creatures and lifeless matter ; the broad differences between plants and animals ; respiration ; anabolism ; and katabolism.

The main types of nutrition and their place in the economy of living nature ; nitrifying and nitrogen-fixing organisms, plants, grazing animals ; the essential constituents of human food.

Asexual and sexual reproduction as illustrated by yeast, common mould, a fern, and the flowering plant (*e.g.*, buttercup). The broad features of the development of the flowering plant (*e.g.*, bean) from the seed.

The interaction between plant and animal life as illustrated in simple cases.

(2) A fuller treatment of the growth of plants; experiments upon germination, observations of the structure of seeds and bulbs, the characters of buds.

Comparison of the eggs of an animal (*e.g.*, the fowl, the frog) with seeds. The more obvious features of the development of the frog from the ovum to the end of larval life.

(3) A fuller treatment of the physiology of the flowering plant. The chief ingredients of soil and their properties; main types of soil. The work of earth-worms, soil bacteria, and protozoa. Relations between plants and soil; arrangements subserving the absorption of water by roots and loss by leaves.

Experiments upon the influence of light upon growth; respiration and assimilation; the structure and functions of the green leaf. Food reserves.

The main points in human physiology brought out by comparison and contrast with the physiology of the flowering plant.

(4) A fuller treatment of the reproduction of the flowering plant. The chief features in the structure of flowers; pollination and cross-pollination and the means by which these are effected; fruiting and the main types of fruits; seed-dispersal.

(5) The broad features of the economy of the more important food-plants; the rotation of crops; the relation of crops to the needs of horses and of animals used for food.

(6) The evidence for the doctrine of biogenesis, and for the connexion of micro-organisms with putrefaction, disease, &c.

(7) The candidate should study some or all of the following types in illustration of the subject:—

Saccharomyces and bacteria; mucor and penicillium or eurotium; a unicellular green plant, *e.g.*, chlamydomonas or haematococcus or protococcus (a comparison of its nutrition with that of plants without chlorophyll); spirogyra, volvox, a moss, *e.g.*, funaria a fern (a knowledge of the microscopical anatomy of the vegetative organs of the moss and fern is not required); flowering plants, both herbaceous and woody.

Amoeba; paramoecium or vorticella; monocystis; hydra; obelia; taenia (externals and life-history); lumbricus; periplaneta; honey bee (externals and life-history); aphid (externals and life-history); scyllium (skeleton); scyllium or a teleost (externals, vascular and respiratory systems); a mammal (rabbit or rat; skeleton, rabbit or dog).

Freehand Drawing.—There will be no deductions; candidates will be credited with all the marks gained.

There will be two tests in drawing. In the first a photograph or other representation of a landscape will be set before the candidate, who will be required to make an outline sketch of it in the style of a military panorama. The drawing should show with few lines all the important features of the landscape, so that officers using the sketch in action should be able to grasp the nature of the position and rapidly identify its landmarks. Correct proportions are essential. A conventional form of shading with oblique parallel lines may be used; but this must be strictly confined to parts of the sketch where such definition is helpful to the clearness of the whole. Roofs of buildings should be tinted with red chalk, water with blue, and roads with brown. *Manual of Map Reading and Field Sketching*, 1921, articles 239, 240, 241, 242, 244, should be consulted.

In the second test candidates will be asked to draw from memory some common object, such as a chair or a saddle.

Geometrical Drawing.—The neat and accurate use of pencil, ruling pen, compass, scales, protractor, set squares. The application of geometrical drawing to simple problems in plane geometry. The construction of ordinary and diagonal scales. The setting out of words or sentences in good lettering.

CIVIL SERVICE COMMISSION,
July, 1928.

11. The present establishment of the Ceylon Police is given below:—

Rank.	Salary.	Allowances, &c.
1 Inspector-General..	£1,400—£50—£1,550	Free quarters or allowance in lieu thereof, Pundit allowance, Travelling, Transport, and Forage allowances in accordance with General Orders
2 Deputy Inspectors-General ..	£1,000—£50—£1,200	do.
39 Superintendents, Assistant Superintendents, and Probationers	On a time Scale—£360— (2) of £50, (1) of £40, (2) of £20, (1) of £40, (5) of £20, (2) of £40, (4) of £20, (1) of £40, (6) of £20—£1,000	do.

Note.—Every Ceylonese Probationer will be subject to any regulations as to Probationers (not inconsistent with this paper) which may from time to time be made by the Ceylon Government, including regulations as to examinations in vernacular languages, riding, &c. When a Probationer has passed such examinations he will be paid at the rate of £410 per annum until he obtains a substantive appointment.

Any Probationer who may fail to pass the prescribed examinations within four years, or be found unfit for Police duties, will be liable to removal from the service.

Before an officer's salary reaches £460 per annum, and again before it reaches £580 per annum, £720 per annum, and £880 per annum, there is a strict efficiency bar; and the officer will not be permitted to draw further increments unless his service is thoroughly satisfactory in every respect, and until he has shown sufficient ability, initiative, and promise to justify the expectation that he will be fully capable of carrying out efficiently, and will accept the further responsibility of his new rank.

Pension.

Pension is paid for life as follows to officers who retire from Service owing to ill-health on being condemned by a Medical Board or on attaining the age of 55 years :—

- (a) After 10 years' service, one quarter of the officer's salary.
- (b) 1/60th of the officer's salary is added for every additional year's service.
- (c) The maximum amount payable is $\frac{2}{3}$ rd of the salary which can be drawn after 35 years' service.
- (d) At the option of an officer, exercisable within one month of his completing 10 years' service, he may, on retirement, be paid a gratuity equal to $\frac{1}{4}$ th of the total pension payable for 10 years and a monthly pension at the rate of $\frac{3}{4}$ ths of his full pension.

Note.—(i.) If an officer retires before the completion of 10 years' service on being condemned by a Medical Board, he is granted a gratuity calculated at the rate of one month's salary for each year of service.

(ii.) If an officer dies after the completion of 5 years' service (which may include service in any territory under His Majesty's protection) his dependant or dependants may be paid, with the approval of His Excellency the Governor, a gratuity not exceeding one year's pensionable emolument.

Widows' and Orphans' Pension Fund.

An officer's widow and orphans are eligible for a pension from the Widows' and Orphans' Pension Fund to which every officer monthly contributes 4 per cent. of his salary.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 23, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

Notification under Land Sale Regulations 59 and 60.

L 956/28

IN pursuance of land sale regulations 59 and 60, notice is hereby given that application has been made by Capt. A. C. Freeman on behalf of Mr. A. J. Ingram of Bandarawela for the lease of the land called Habaragalepatana, in extent 1 rood and 8 perches, situated within the Local Board limits of Bandarawela, in Mahapalatakorale of Udukinda division, Badulla District, Province of Uva, and described as lot 10BQ in final village plan No. 33, Uva, for the purpose of constructing an approach road to lot 10AK.

It is hereby notified that—

- (1) In consideration of the fact that lot 10BQ in final village plan No. 33 is to be used for the purpose of constructing an approach road to lot 10AK.
- (2) And as it will be made a condition of lease that it may be terminated forthwith, without payment of compensation should the land be used without the sanction of the lessee for any other purpose.

The said land will be leased to the applicant without competition for a period of 99 years for the purpose above mentioned at a premium and at an annual rental calculated at 6 per cent. of the appraised value, viz., Rs. 2,010 per acre, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor, within six weeks from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 23, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

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

U 353/28

BY-LAW made by the Ratnapura Urban District Council under sections 164 and 168 of the Local Government Ordinance, No. 11 of 1920, approved by the Local Government Board, and confirmed by the Governor in Executive Council.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW.

It shall not be lawful for any person to attach or affix any posters, placards, handbills, or other notices to or on any wall, building, house, premises, tree, or other place, except in such places as the Chairman may appoint.

Every person who contravenes this by-law shall be guilty of an offence, and shall be liable on conviction to a fine not exceeding Rs. 50, and in the case of a continuing offence to an additional fine not exceeding Rs. 25 for every day during which the offence was committed after conviction or after written notice from the Chairman of such contravention.

"THE LOCAL BOARDS ORDINANCE, 1898."

U 253/28

BY-LAW made by the Local Board of Badulla, under section 56 (17) of "The Local Boards Ordinance, 1898," and confirmed by the Governor with the advice of the Executive Council.

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

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

BY-LAW.

It shall not be lawful for any person to erect, re-erect, or add to any hut or house within the limits of the Local Board of Badulla, except under the following conditions:—

The following clear air space shall be left around any hut or house which is erected or re-erected, or around any hut or house which is added to with respect to such addition, and no portion of the walls of such building, and not more than 2 feet 6 inches of the projecting eaves of such building shall come within such space:—

- (1) On the side of any road or street 25 feet to the centre of such road or street.
- (2) Behind such space up to 50 feet to any other hut or house except a kitchen, bathing place, or latrine, as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands which is erected, re-erected, or added to.
- (3) To the side such space up to 15 feet to the nearest building as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands, which is erected, re-erected, or added to.

Provided that the Chairman may, in his discretion, relax the operation of this rule in any special case, but he shall not do so unless he is satisfied that (1) no detriment is caused thereby to the sanitary condition or amenities of the house or hut to be erected, re-erected, or added to, or of any other neighbouring house or hut used or intended to be used as a human dwelling place, and (2) that the future alignment, widening, or development, of any road or street, or the convenience of the public using such road or street, will not be interfered with by such relaxation of the rule.

Provided further that the Chairman may allow the erection of a kitchen, bathing place, or latrine upon the portion thus reserved for air space on the side of any house furthest from the road or street in such place as the Chairman shall approve.

Provided further that where a conservancy lane shall have been provided or laid out, or projected by the Board, such latrine shall adjoin such lane or projected lane.

"THE IRRIGATION ORDINANCE, NO. 45 OF 1917."

I 118/28

RULES under section 11 of "The Irrigation Ordinance, No. 45 of 1917," made by the proprietors within the irrigation districts of Udunuwara, Yatinuwara, Tumpane, Harispattu, Pata Dumbara, Uda Dumbara, Pata Hewaheta, Udalalata, and Uda Bulatgama of the Kandy District in the Central Province, and approved by the Governor in Executive Council.

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

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

RULES.

1. The following rule shall be substituted for rule 3 of the rules made by the irrigation districts of Udunuwara, Yatinuwara, Tumpane, Harispattu, Pata Dumbara, Uda Dumbara, Pata Hewaheta, Udalalata, and Uda Bulatgama of the Kandy District and published in *Government Gazette* No. 7,177 of May 27, 1921:—

3. (a) The elas or channels immediately adjoining a field shall be repaired and kept in order by the owner or cultivator of that field and the principal elas and channels which feed a tract of paddy fields shall be repaired and kept in order by the joint labour of the field owners or cultivators of paddy fields benefited by them in proportion to the extent of fields owned or cultivated by each as apportioned by the Irrigation Headmen.

(b) If any part of the principal ela or channel is breached or otherwise damaged, the owners or cultivators of the fields at and below the breach or the place damaged, shall repair the breach or the damage rendering labour in proportion to the extent of paddy fields owned or cultivated by each as apportioned by the Irrigation Headmen.

If the damage is caused by under-cutting the bank or by the method of leading water to the field, the cost of repair shall fall on the owner of the land at the place of damage.

2. Rule 14 of the said rules published in *Government Gazette* No. 7,177 of May 27, 1921, is hereby amended by the addition of the following at the end thereof:—

"or altered. No person shall lead water to any field from any ela or channel in a manner destructive to the bund or the ela or channel.

Except in the irrigation district of Uda Dumbara a reservation of at least 2 feet in extent from the toe of the bund on either side of the *main* irrigation elas or channels shall be kept free from cultivation."

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

Z 196/28

An Order in Council for the Purpose of giving Validity to Proceedings relating to certain Marriages in the Ratnapura District of the Province of Sabaragamuwa.

WHEREAS the notices of marriage under the Marriage Registration Ordinance, No. 19 of 1907, specified in the schedule hereto annexed were not entered in the Marriage Notice Book as required by section 26 of the said Ordinance and the three marriages specified in the same schedule were registered on certificates issued upon three of the said notices :

And whereas the notices are thus invalidated by reason of the failure to enter them in the Marriage Notice Book and the registration of the three marriages is invalidated by reason of their having been so registered upon notices thus rendered invalid :

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

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

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

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

1. *General Marriage Notices.*—No. 314 of September 13, 1927 ; No. 315 of September 14, 1927 ; No. 316 of October 6, 1927 ; No. 317 of October 8, 1927 ; No. 318 of October 26, 1927 ; No. 319 of October 28, 1927 ; No. 320 of October 29, 1927 ; and No. 321 of November 18, 1927, of Registrar Wijetunge Attapattu Mudiyanse Ralahamillage Charles Peter Delgoda of Kukulukorale division of Ratnapura District.

2. *General Marriage Registration Entries.*—No. 161 of October 26, 1927 ; No. 162 of January 23, 1928 ; and No. 164 of February 15, 1928, of Registrar Wijetunge Atapattu Mudiyanse Ralahamillage Charles Peter Delgoda of Kukulukorale division of the Ratnapura District.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 997/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

(i.) Lot 9 in final village plan No. 1,618.

Name of land : Diyakulbodahena.

Situation : Dalupotagama village in Baladora korale in Dewamedi hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lots 8 and 10 in final village plan No. 1,618 ; and on all other sides by lot 8 in final village plan No. 1,618.

Extent : 1 acre and 19 perches.

(ii.) Lot 4 in final village plan No. 1,648.

Name of land : Paskuttuheminipitiya.

Situation : Ihala Kobeyigane village in Baladora korale of Dewamedi hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : East by lots 3 and 5 in final village plan No. 1,648 ; and on all other sides by lot 3 in final village plan No. 1,648.

Extent : 2 roods and 1 perch.

"THE EXPLOSIVES ORDINANCE, 1902."

S 261/28

IT is hereby notified for general information that His Excellency the Governor has, with the advice of the Executive Council, amended the prohibitions and restrictions framed under section 27 (b) of "The Explosives Ordinance, 1902," appearing in the Notification dated December 20, 1927, and published in the *Government Gazette* of December 23, 1927, by the addition of the following words after the word "Landed" :—

"Provided that any such manufactured fireworks in the form of Chinese crackers, may be imported, unloaded, or landed, as from October 1, 1928, up to and including December 31, 1928, on a certificate from the Government Analyst that the import of such crackers may safely be allowed."

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

"THE PILGRIMAGES ORDINANCE, No. 13 OF 1896."

K 1191/28

THE following rules and orders made by His Excellency the Governor, with the advice of the Executive Council, under Ordinance No. 13 of 1896, entitled "An Ordinance relating to Pilgrimages," as amended by Ordinance No. 7 of 1897, for the conduct of the Kataragama pilgrimage and festival, where special precautions have been and are necessary, are published for general information, in lieu of the rules promulgated annually for several years.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 16, 1928.A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. For sanitary reasons the duration of the Kataragama Ilmaha Kachchi festival and of the stay of pilgrims at Kataragama shall be and it is hereby limited to three days, namely, November 25 to 27, 1928. Pilgrims arriving before the day first named or staying beyond the period here prescribed shall be guilty of an offence.
2. In the event of an epidemic breaking out at Kataragama during the festival, it shall be lawful for the officers appointed to enforce the observance of orders to declare the festival at an end, and to direct pilgrims at once to leave the village and proceed to their homes, and to prescribe the roads they have to travel.
3. The officers appointed to enforce the observance of orders shall have power on the line of march to and from Kataragama and at Kataragama—
 - (a) To appoint particular places to be exclusively used by the pilgrims for washing and bathing, for drawing water and drinking, and for natural offices ;
 - (b) To appoint places for the occupation of each class of pilgrims ;
 - (c) To prescribe routes for the journey of any body of pilgrims ;
 - (d) To regulate the distribution of all food given to pilgrims ;
 - (e) To fix separate places of abode for pilgrims who fall ill, to prohibit communication with them, and to detain them if unfit to travel.
- Any person disobeying an order given by the appointed officers shall be guilty of an offence.
4. For the purpose of these rules camp shall mean the area within half a mile of the Maha Dewale in every direction.
5. The Police are empowered and required to seize and destroy all food condemned as unwholesome on the march or in camp by the Medical Officer, or, if there be none, by the Chief Officer of Police ; and any person resisting or obstructing the Police in the discharge of this or of any other duty prescribed by these rules shall be deemed guilty of an offence.
6. Any person bringing any cattle or cart bulls within one quarter of a mile of the camp without a permit from the Supervising Officer or any person authorized by him to issue such permits shall be deemed guilty of an offence. The issue of such permit shall be subject to compliance by the permit-holder with such conditions as may be imposed by the Supervising Officer for the purpose of enforcing sanitation and maintaining the health of the camp.
7. Any person exposing commodities of any description for sale in camp in any other place than that assigned for the purpose by the officer in charge of the camp shall be deemed guilty of an offence, and any person selling food condemned as unwholesome by the Medical Officer, or in his absence, by the Chief Officer of Police, shall be deemed guilty of an offence.
8. Any person who shall, during the occupation of the camp, use any other place for offices of nature than that provided for the purpose by Government, or failing to cover the deposit with earth or sand, and any person who shall during the same period bathe in or enter the river above the spot appointed by the officer in charge of the camp, shall be deemed guilty of an offence.
9. Any person suffering from an infectious or a contagious disease, and not reporting the same to the Medical Officer, or in his absence to the Chief Officer of Police, and any person abetting or assisting in the concealment of such disease, shall be deemed guilty of an offence.
10. All persons shall take up the quarters assigned to them by the Chief Officer of Police at the halting places and in the camp, and any person declining or neglecting to do so shall be deemed guilty of an offence.
11. No person shall construct any booth or extend any building so as to encroach on the main streets of the camp without the previous sanction of the Supervising Officer.

Board of Indian Immigrant Labour.

B 105/27

HIS Excellency the Governor has been pleased, under section 9 of Ordinance No. 1 of 1923, to appoint Dr. C. A. Hewavitarne to be a Member of the Board of Indian Immigrant Labour for a period of three years from September 27, 1928, *vice* Mr. H. L. de Mel, C.B.E., who has resigned.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 8, 1928.A. G. M. FLETCHER,
Colonial Secretary.

NOTICES CALLING FOR TENDERS.

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

A.—Materials lying at the Railway Stores, Maradana.

	Approximate Weight.		
	Tons	cwt.	qr. lb.
47 cast iron horn blocks	1	1	1 16
$\frac{3}{4}$ set cast steel horn blocks	0	6	0 21
1 mild steel piston cross head, complete	0	0	1 17
51 iron spring buckles	0	12	0 18
106 steel spring back plates	1	6	0 10
1 iron dome shell	0	0	3 4
9 steel dome covers and seatings	0	13	1 20
14 steel engine springs	1	4	3 6
13 steel links	0	3	2 6
1 cast iron steam collector casting	0	5	0 21
5 iron commodes for carriages and 9 pipes	0	7	2 16
362 steel and iron springs	0	0	1 27 $\frac{1}{2}$
22 iron cotter pins with chains	0	0	1 5
409 malleable iron washers	4	7	3 14
192 check chain iron staples for carriages	0	2	2 8
12 steel carriage seats, Woods patent, 4 ft. 1 $\frac{1}{2}$ in. by 1 ft. $\frac{1}{4}$ in.	0	1	0 8

B.—Materials lying at the Locomotive Workshops, Maradana.

Old brass boiler tubes	7	0	0 0
*400 ingots of scrap brass (average weight of each ingot is 25 lb.).			
1 old ticket printing machine.			
300 barrels and/or drums (40-gallon capacity) of tar recovered from the producer plants in the workshops.			
*300 ingots of scrap lead (old accumulator plates) (average weight of each ingot is 30 lb.).			

The above quantities are approximate.

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

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

4. Tenders should be marked "Tender for the Purchase of Old Material" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 18, 1928.

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

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

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

*The rates to be quoted for each ingot and not for the weight.

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

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

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

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

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

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

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

General Manager's Office,
Colombo, November 20, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of 85 reinforced concrete poles for delivery in Colombo.

The poles are to be 35 feet long and capable of withstanding a horizontal pull of 235 lb. at 27 $\frac{1}{2}$ feet from the ground level when the pole is fixed vertically in the ground to a depth of 6 feet, the safety factor under these conditions is to be at least four. Date of first delivery and subsequent number of poles per week that can be supplied must be stated in the tender. The contractor will be required to make all arrangements for a test to destruction or any one pole selected. In the event of the tested pole failing to be up to specification a second pole will be selected, and if that also fails the Director of Electrical Undertakings reserves the right to reject the whole consignment and call for a new design. The Director of Electrical Undertakings or his representative will inspect each pole before acceptance, and will reject all poles showing cracks or blemishes of any description. An outline sketch of the pole indicating the arrangements of the cross arms, for which recesses in the face of the pole are to be provided, may be obtained on application to the Director of Electrical Undertakings. A fully detailed dimension drawing should be submitted with the tender.

2. The whole of the work to be undertaken on an agreement to be entered into by the Director of Electrical Undertakings, Colombo, and the contractor on the basis of his accepted tender.

3. Tenders should either be deposited in the tender box in the Office of the Director of Electrical Undertakings, or be sent through the post.

4. Tenders should be marked "Tenders for the Supply of Reinforced Concrete Poles" in the left hand top corner of the envelope, and should reach the Office of the Director of Electrical Undertakings not later than midday on Friday, December 7, 1928.

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

6. The contract may not be assigned or sublet without the authority of the Director of Electrical Undertakings.

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.

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

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with 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.

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

10. The Director of Electrical Undertakings does not bind himself to accept the lowest or any tender, nor to give all the work included in the tender to any one contractor.

11. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

J. S. PITKEATHLY,
Director of Electrical Undertakings.

Office of the Director of Electrical Undertakings,
Colombo, November 20, 1928.

TENDERS and schedules of rates are hereby invited for the supply of Laboratory fixtures and furniture at the New Medical College, Colombo.

2. The whole of the work to be undertaken (a) on agreements to be entered into monthly by the District Engineer concerned and the contractor on the basis of his accepted tendered schedules of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo; or (b) a measured lump sum contract may be entered into. (Type Articles of Agreement can be inspected with the plans, &c.).

3. The specification, quantities, plans and form of monthly agreement can be seen, and all other information obtained from the Office of the Construction Engineer, Public Works Department, Colombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 1.30 P.M.).

4. 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, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Tenders and Schedules of Rates for Laboratory Fixtures and Furniture, New Medical College," so as to reach the offices of the foregoing officers, on or before 12 noon on Monday, December 10, 1928. Each Schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

6. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the work included in any agreement.

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 Construction Engineer, Public Works

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

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

E. W. BARTHOLOMEW,
Public Works Office, Director of Public Works.
Colombo, November 21, 1928.

TENDERS and schedules of rates are hereby invited for the soil drainage and water supply at the New Council Chamber, Galle Face, Colombo.

2. The whole of the work to be undertaken (a) on agreements to be entered into monthly by the District Engineer concerned and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo; or (b) a measured lump sum contract may be entered into. (Type Articles of Agreement can be inspected with the plans, &c.).

3. The specification, quantities, plans, and form of monthly agreement can be seen, and all other information obtained from the Office of the Construction Engineer, Public Works Department, Colombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 1.30 P.M.).

4. 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, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Tenders and Schedules of Rates for Drainage and Water Supply, New Council Chamber," so as to reach the offices of the foregoing officers, on or before 12 noon on Monday, December 10, 1928. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

6. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the work including in any agreement.

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

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

E. W. BARTHOLOMEW,
Public Works Office, Director of Public Works.
Colombo, November 21, 1928.

SCHEDULES of rates are hereby invited for the construction of Public Works Department coolie lines on Panadure-Nambapana road.

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

3. Plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadure, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the District Engineer, Panadure, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for the Construction of Public Works Department Cooly Lines on Panadure-Nambapana road" so as to reach the offices of the foregoing Officers on or before 12 noon on Thursday, December 20, 1928.

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

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 25 either at the General Treasury or any local Kaehcheri. The receipt must be handed to the District Engineer, Panadure. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender, within one week of being called on to do so, the deposit will be forfeited.

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

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

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

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

Public Works Office,
Colombo, November 20, 1928.

SCHEDULES of rates are hereby invited for track metalling, Beligamuwa-Mirisgoni-oya road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Nalanda, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Central Province (North), Kandy.

3. Specifications, bill of quantities, and form of monthly agreement can be seen and all other informations obtained from the Office of the District Engineer, Nalanda, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nalanda, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North), Kandy, and the duplicate addressed to the District Engineer, Nalanda, endorsed on the outside "Schedule of Rates for Track Metalling, Beligamuwa-Mirisgoni-oya Road," so as to reach the offices of the foregoing officers on or before 12 noon on December 12, 1928.

All imported articles, such as powder, fuze, steel, and steam roller materials 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.

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, Central Province (North), Kandy, 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 schedule 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 21, 1928.

SCHEDULES of rates are hereby invited for the construction of Norton-Lucombe road from peg 14.50 on the 3rd mile to peg 48 on the 4th mile, a length of about 1 $\frac{3}{4}$ miles.

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

3. The specifications, drawings, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Dikoya, 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, Dikoya, 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, Dikoya-Norwood, endorsed on the outside "Schedules of Rates for the Construction of Norton-Lucombe Road" so as to reach the offices of the foregoing officers on or before 12 noon on December 13, 1928. For this work quotations must be submitted for (a) labour and cost of supplying all materials, both local and imported, such as baskets, cement, explosives, expended metal sheets, iron bars, &c.; and (b) Labour and cost of supplying baskets only.

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

6. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

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 contract should not under any circumstance be sublet to another without the sanction of the Director of Public Works, and any breach of this rule will be liable to the withdrawal of the contract immediately.

9. The successful tenderer will be called upon to deposit a security of Rupees Five hundred only (Rs. 500) with the Director of Public Works as soon as he is notified that his quotations have been accepted. The security will be refunded to the contractor one month after the satisfactory completion of the work, and after all Government tools and plant have been returned by the contractor to the satisfaction of the District Engineer.

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, Central Province (South), Nuwara Eliya, 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 19, 1928.

SCHEDULES of rates are hereby invited for additions to Residency, Badulla.

2. The whole of the work to be undertaken on an agreement to be entered into by the District Engineer, Badulla, 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 agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, and that of District Engineer, Badulla, 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, Badulla, 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, Badulla, endorsed on the outside "Schedule of Rates for Additions to Residency, Badulla," so as to reach the offices of the foregoing officers on or before 12 noon on December 7, 1928. The following imported materials will be supplied by Government:—Calicut tiles, cement, iron rods for reinforcement, G. I. valley guttering, C. I. cistern heads, G. I. down pipes, and paint. 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, November 15, 1928.

SCHEDULE of rates are hereby invited for improvements to Hettimulla-Hatgampola road, 2nd and 3rd miles in Kegalla District, Province of Sabaragamuwa.

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

3. The Public Works Department drawings, 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. to 4.30 P.M. (Saturdays, 9.30 A.M. and 12 A.M.).

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 Hettimulla-Hatgampola road, 2nd and 3rd miles," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, December 8, 1928. The following materials:—Cement, all iron work for bridges, tar, blasting materials, viz., powder, fuse, dynamite, and steel and expanded metal 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. 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.

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

8. 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.

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

10. Government does not bind itself to accept the lowest or any of the schedule 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 21, 1928.

SCHEDULE of rates are hereby invited for the work of improvements to Talduwa-Mapitigama road, Avissawella District.

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

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

4. 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, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedule of Rates for the Work of Improvements

to Talduwa-Mapitigama road, Avissawella District," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, December 7, 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: steelwork of bridges, tar, blasting materials, cement, and baskets.

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 Custom 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 other 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. BAROHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 16, 1928.

SEPARATE tenders for scavenging and cleaning the drains and public latrines, &c., in each of the Sanitary Board Towns of Wattagama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Huluganga, Ulapane, and Panwila twice daily for one year from January 1 to December 31, 1929; and also separate tenders for conservancy of private latrines, once daily for one year, from January 1 to December 31, 1929, will be received by the Chairman, Sanitary Board, Kandy District, at the Kandy Kachcheri, up to noon on December 3, 1928.

2. For particulars of work and conditions of contract apply to the Chairman, Sanitary Board, Kandy.

3. The Chairman does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

The Kachcheri,
Kandy, November 16, 1928.

W. D. GUNARATNA,
for Chairman.

SEPARATE tenders for the right to sell at Wattagama, Teldeniya, and Norwood public markets from January 1, 1929, to December 31, 1929, will be received by the Chairman, Sanitary Board, Kandy, up to noon on December 3, 1928.

The tenders should be sealed and marked "Tender for Wattagama Market," "Tender for Teldeniya Market," or "Tender for Norwood Market," as the case may be.

2. Any further information can be obtained at the Kandy Kachcheri.

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

The Kachcheri,
Kandy, November 16, 1928.

W. D. GUNARATNA,
for Chairman.

TENDERS are hereby invited for the work of repairing eight patrols' huts, two constables' quarters, one salt supervisor's quarters, and a circuit bungalow for the Salt Superintendent, at the saltern at Natchchikalie at Puttalam.

2. Tenders should be enclosed in sealed envelopes, marked "Tender for Repairing Salt Department Buildings at Nachchikalie," and should be sent to the Assistant Government Agent, Puttalam, to reach him before 1 p.m. on December 11, 1928.

3. Tenders should be accompanied by a Kachcheri receipt for Rs. 10 obtained by depositing the amount.

4. This sum of Rs. 10 will be held by the Assistant Government Agent, as security for the tenderer entering into the contract with him, in the event of his tender being accepted, and will be confiscated if he fails to enter into such contract within a reasonable time after acceptance.

5. The tenderer should name an address at Puttalam where letters for him may be left or delivered.

6. The work should be completed within two months after the contract is entered into.

7. Further particulars may be obtained from the Salt Superintendent, or at the Kachcheri, Puttalam.

8. A duplicate of the tender should be sent by post to the Hon. the Controller of Revenue, Colombo, at the same time that the tenderer forwards the original to me.

N. MOONESINGHE,
for Assistant Government Agent.

The Kachcheri,
Puttalam, November 17, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles of Welikada Prison will be sold by public auction at the Welikada Prison premises, at 11 A.M. on Monday, December 10, 1928:—

3 clocks	8 padlocks, brass
1 frame, wooden	2 smoothing iron
3 forks, digging	5 scissors, hair cutting, pairs
80 knives, shoemaking	5 scissors, tailors, pairs
2 lamps, bulls-eye	1 spade
2 lawn movers	11 shovels
2 machines, sewing (foot)	

VERNON WILLE,
Superintendent, Welikada Prison.
Colombo, November 16, 1928.

IT is hereby notified that the following unserviceable articles belonging to the Department of Statistics and Office Systems will be put up for sale by public auction at 4.30 p.m. on Tuesday, December 4, 1928, at the Statistics Office premises at Torrington Square, Colombo, viz:—

6 plain chairs	45 empty ink bottles
1 portable wooden desk	1 empty kerosine oil tin
3 table lamps	

L. J. B. TURNER,
Director of Statistics and Office Systems.
Statistics Office,
Colombo, November 20, 1928.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Colonial Secretary's Office premises at 1 P.M. on Thursday, November 29, 1928 :—

7 typewriters	1 foot rest
12 chairs	2 bicycles
1 pigeonhole	1 chamber pot
4 pigeon holes on stands	1 chamber stand
1 washhand stand	1 basin (China)
4 almirahs	1 piece rattan matting
6 ash trays	8 pieces coir matting
1 carpet	2 tats
31 paper weights	2 soap dishes
2 punchers	2 buckets, fire
2 blotters, hand	2 date boxes
1 clock	1 lot wooden planks
1 bracket for clock	1 door rug
4 call bells	

Colonial Secretary's Office, P. H. DE LA HARPE,
Colombo, November 21, 1928. for Colonial Secretary.

THE under-mentioned superfluous articles will be sold by public auction at the Civil Medical Stores, Francis road, Maradana, on Wednesday, the 28th instant at 2 P.M. :—

- 4 lots bottles, narrow mouth
- 4 lots empty drums, 5-gallons size
- 1 lot empty drums, 1-gallon size
- 2 lots bale sacking
- 2 lots firewood
- 1 lot tin cans

W. H. D. PEREIRA,
for Director of Medical and
Sanitary Services.

Colombo, November 19, 1928.

THE under-mentioned unserviceable articles will be sold by public auction on December 1, 1928, at the Government Training College, Colombo, at 10 A.M. :—

5 basins	3 saucers
10 buckets, galvanized	2 stoves
2 choppers	2 benches
1 number board	3 seats, wooden, small
5 cups	8 cricket bats
5 desks, locker	1 tennis racquet
1 mortar, stone	4 cricket balls
3 dinner plates	1 nut grinder
2 tables	1 bath, zinc
2 typewriters	1 lamp, hanging
1 teacher's desk	2 dishes, curry
10 seats, wooden	3 cups
1 bath, zinc	5 saucers
3 buckets, galvanized	1 grinding stone
3 beds, iron	1 sauce boat
12 boxes	2 oilstones (Turkey)
1 lamp, hurricane	2 lawn mowers
5 plates, cheese	1 hose, garden
4 plates, dinner	

Education, Office. L. MACRAE,
Colombo, November 14, 1928. Director of Education.

TO be sold by public auction at the Railway Extensions Store, Captain's Garden, Colombo, on Thursday, December 6, and Friday, December 7, 1928 (sale commencing at 8 A.M. each day), a quantity of surplus and secondhand stores, the property of the Railway Extensions Department, consisting of motor lorry accessories, blocks, pulleys, tackle, &c., old tip trollies, hand carts, empty oil drums, tools (hammers, files, carpenter's chisels, saws, &c.),

catties, mamoties, nails, screws, bolts and nuts, three old motor lorries and quantity of scrap material, &c., and old office furniture.

The above may be inspected at the Store on any day before the date of sale.

W. J. SHELLEY,
for Acting Chief Construction Engineer,
Colombo, November 21, 1928. Railway Extensions.

NOTICE is hereby given that the following unserviceable articles belonging to Mahara Prison will be sold by public auction at 11.30 A.M. on Tuesday, December 11, 1928, at Mahara Prison premises :—

2 padlocks, brass, small	25 buckets, zinc, galvanized
3 padlocks, brass, Chubbs	16 beds cot, wooden
1 smoothing iron, brass	2 clocks, pendulum movement

Mahara Prison,
Ragama, November 19, 1928.

C. P. BROHIER,
Superintendent.

NOTICE is hereby given that the under-mentioned unserviceable articles of the Kalutara District Court will be sold by public auction on Saturday, December 15, 1928, at 1 P.M., at the said court :—

1 almirah	2 penknives
6 chairs	1 table
1 padlock	2 wooden trays
1 pen cleaner	1 table lamp

District Court,
Kalutara, November 17, 1928.

N. M. BHARUCHA,
District Judge.

THE following unclaimed and confiscated property lying in the District Court, Galle, will be sold by public auction on Saturday, December 15, 1928 :—

1 hackery	2 mamoties
1 writing box	1 lot of pieces of iron
1 trunk	1 iron rake
2 lots sticks	1 enamel cup
1 box, n stand (jak wood)	2 tins (petrol) (empty)
4 big glass bottles	1 travelling case (zinc)
2 big cups	2 scale plates
1 lot mats	4 sarongs
2 writing boxes	1 white cloth
2 boxes (bread fruit planks)	3 handkerchiefs
1 lot planks	1 towel
2 crowbars	2 coats
7 lots rubber sheets	2 blouses
1 lot cinnamon	1 gauze banian
1 scale	3 banians
1 spittoon	3 skirts
1 hanging lamp	4 chintz cloths
1 lot coir matting	1 tweed cloth
1 lot gunny bags	5 frocks (children)
1 lot mat bags	3 pillowcases
1 table (goldsmith's)	3 shirts
1 lot coconuts	1 silk blouse
4 katties	1 wetti cloth
1 basin	1 auger
1 jug	2 candle stands without shades
1 lounge	
2 manna knives	

District Court,
Galle, November 19, 1928.

T. W. ROBERTS,
District Judge.

THE under-mentioned unserviceable articles will be sold by public auction, on December 3, 1928, at the Government Training School, Gampaha, at 10 A.M. :—

4 enamel basins	6 cheese plates
2 bill-hooks	12 meat plates
4 dishes (large)	4 sauce-pans
1 filter	1 spring balance
2 hanging lamps	1 cricket bat
1 lantern	

Education Office, L. MACRAE,
Colombo, November 10, 1928. Director of Education.

THE following unserviceable articles belonging to the Controller of Indian Immigrant Labour, Colombo, will be sold by public auction, on Saturday, December 8, 1928, at 2 P.M., at the office of the Controller of Indian Immigrant Labour, Gaffoor building, Main street, Colombo :—

Articles.

3 binders, Perry & Co.	4 penknives
2 buckets, hand	4 rubber stamps
4 chairs, arm, jak	5 tappal bags for circuit
1 chair, typist	1 trap, rat, wire cage
4 chairs, teak, dining	4 tunics
1 glass inkstand	1 Yale lock
1 pen rack	

T. REID,
Controller of Indian Immigrant Labour.
Colombo, November 13, 1928.

NOTICE is hereby given that the under-mentioned unclaimed articles will be sold by public auction in the Police Court of Point Pedro on December 5, 1928, at 2 P.M. :—

11 empty bottles	15 deal wood boxes
1 glass tumbler	1 rope
13 jars	1 goldsmith's table with drawer
1 cup	28 sticks (some suitable for walking sticks)
2 aluminium measures	1 pestle
1 balance	1 pair of guilt bangles
2 lamps	
1 trunk	

L. J. SENEVIRATNE,
Police Magistrate.
Police Court,
Point Pedro, November 10, 1928.

A SALE by public auction of unserviceable articles, including empty iron drums, wooden barrels, packing cases, &c., will be held at the Railway Stores, Maradana, on Tuesday, November 27, 1928, at 2 P.M.

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

Railway Storekeeper's Office, J. E. HANCOCKS,
Colombo, November 14, 1928. Railway Storekeeper.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 17, 1928.

Births.—The total births registered in the city of Colombo in the week were 212 (4 Europeans, 12 Burghers, 135 Sinhalese, 28 Tamils, 23 Moors, 7 Malays, and 3 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 47·0 in the preceding week, 34·9 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 163 (1 European, 4 Burghers, 97 Sinhalese, 24 Tamils, 28 Moors, 7 Malays, and 2 Others). The death rate per 1,000 per annum was 32·2; as against 33·2 in the previous week, 25·1 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 163 total deaths, 32 were of infants under one year of age, as against 40 in the preceding week, 23 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 18.

Principal Causes of Death.—1. (a) Twenty-one deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 2 deaths of non-residents), 2 each in St. Paul's, Kotahena North, New Bazaar, and Maradana East, and 1 each in Kotahena South, Maradana North, Maradana South, and Kollupitiya, as against 19 in the previous week, and 19 the weekly average for last year.

(b) Fifteen deaths from *Influenza* were registered, 3 each in St. Paul's and New Bazaar, 2 each in San Sebastian, Kotahena North, and Slave Island, and 1 each in Kotahena South, Maradana North, and Maradana South, as against 11 in the previous week, and 6 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in Kotahena South, New Bazaar, and Maradana hospital (of a non-resident), as against 2 in the previous week, and 3 the weekly average for last year.

2. Seven deaths from *Phthisis* were registered, 2 each in Kotahena North and Maradana hospitals (including 1 death of a non-resident), and 1 each in Kotahena South, Maradana North, and Maradana South. The number registered during the previous week was also 7, and the weekly average for last year was 11.

3. Five deaths from *Enteric Fever* were registered, 4 in Maradana hospitals (including 2 deaths of non-residents), and 1 in Kotahena North. The number registered during the previous week was also 5, and the weekly average for last year was 2.

4. Eleven deaths from *Debility* were registered, 8 from *Enteritis*, 7 each from *Diarrhoea* and *Infantile Convulsions*, 6 from *Dysentery*, 4 from *Worms*, 2 each from *Puerperal Septicæmia* and *Accidents*, 1 from *Tetanus*, and 64 from *Other Causes*.

5. Twenty-six cases of *Measles*, 8 of *Chickenpox*, and 5 of *Enteric Fever* were reported during the week, as against 11, 7, and 2, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·5°, against 79·5° in the preceding week and 80·1° in the corresponding week of the previous year. The mean atmospheric pressure was 29·863 in., against 29·907 in. in the preceding week and 29·901 in. in the corresponding week of the previous year. The total rainfall in the week was 2·98 in., against 3·77 in. in the preceding week and 0·71 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November 20, 1928.

P. D. RATNATUNGA,
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 and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or, for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests, or any other arrangement with any person or company already engaged in, or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or 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 or print 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, artizans, labourers, and other servants, for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons, as they may think proper and advisable, and without assigning any cause for so doing.

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 or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company, in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the 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 thereat 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 aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the 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 founders, 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, oils, paints, 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 descriptions, 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, imitation 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, 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. LEEBRUGGEN, 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. LEEBRUGGEN, 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 hereinafter 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 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 notice shall be delivered during the meeting to the Chairman; the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such 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 signig 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 aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at 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.

MEMORANDUM OF ASSOCIATION OF KEENAGAHA ELLA ESTATES, LIMITED.

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

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests, or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or 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 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 Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. H. LAYARD, Colombo	One
R. J. HARTLEY, Colombo	One
LIONEL BRAY, Colombo	One
M. N. WAYMAN, Colombo	One
H. S. WAKE, Colombo	One
A. R. NELSON, Colombo	One
E. C. FORD, Colombo	One
Total Shares taken	Seven

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

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

ARTICLES OF ASSOCIATION OF KEENAGAHA ELLA ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

"Writing" means printed matter or print as well as writing.

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

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

"Holder" means a Shareholder.

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

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

BUSINESS.

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

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000) divided into 50,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

12. The Company may pay to any person a commission at a rate not exceeding 10 per cent. or of an amount not exceeding such rate in consideration of his 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.

13. The Company may pay a reasonable sum for brokerage, and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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 37 to become a Shareholder in respect of any share.

20. 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.

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

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

CALLS.

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 fails to pay the amount of any call due by him on or before the day appointed for 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 Article 31, 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, interests, 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 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 resolution 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 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 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 One hundred thousand (Rs. 100,000).

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

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 except resolutions submitted under Article 64.

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 three 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, those 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 Director be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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 by his proxy or attorney, or in the case of a special resolution by five Shareholders, or by 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.

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 one month 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 an 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:—

Keenagaha Ella Estates, Limited.

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

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

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 fifty 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 Two thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. 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 Messrs. George Mortimer Crabbe of Diyatalawa and F. F. Roe and R. J. Hartley, both of Colombo. The said George Mortimer Crabbe shall be deemed to have been appointed by the Trustees of the trust deed for the Debenture Holders of the Company and he and his successors in office appointed under this clause shall be called the Debenture Directors. The Debenture Directors shall be entitled to hold office so long as any money shall remain owing to the said Debenture Holders or until requested to retire by the Trustees or Trustee for the time being of the said trust deed, and accordingly he shall not be bound to retire by rotation or be subject to clauses 102 and 105 (except paragraph (c) of Article 105) hereof. As and whenever a Debenture Director vacates office, whether upon request as aforesaid, or by death, or otherwise, the Trustees or Trustee aforesaid may appoint another Director in his place. A Debenture Director shall not require any qualification. The Debenture Director may at any time by notice to the Company resign his office. The remaining 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, Manager, Managing Directors, and (or) Agent, Visiting Agent or Superintendent, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director and (or) Agent, Visiting Agent or Superintendent.

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

If any Director 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 except the Debenture Director shall retire from office and at the first Ordinary General Meeting in every subsequent year one of the Directors of the time being shall retire from office as provided in clause 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 increased 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 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 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 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.

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 other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 102.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of six consecutive months.

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

POWERS OF DIRECTORS.

106. The Directors shall have power to carry into effect the acquisition of the said Keenagahaella estate and the lease, purchase, or acquisition of any other 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. 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.

113. 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.

- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the 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.

115. 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.

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

117. 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.

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

124. 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.

AGENTS AND SECRETARIES.

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

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 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 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 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 dividend and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding article, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

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 afore-written 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. H. LAYARD, Colombo.

R. J. HARTLEY, Colombo.

LIONEL BRAY, Colombo.

M. N. WAYMAN, Colombo.

H. S. WAKE, Colombo.

A. R. NELSON, Colombo.

E. C. FORD, Colombo.

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

[First Publication.]

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

The Honiton Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, Hedges buildings, 76/77, Colpetty road, Colombo, on Tuesday, December 4, 1928, at 11 A.M.

Business.

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

The Transfer Books of the Company will be closed from November 23 to December 6, 1928, both days inclusive.

By order of the Board of Directors,

LEE, HEDGES & Co., LTD.,
Agents and Secretaries.

Colombo, November 19, 1928.

Colombo Buildings, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, Hedges buildings, 76/77, Colpetty road, Colombo, at 11.30 A.M., on Thursday, December 6, 1928.

Business.

1. To receive a report by the Chairman of the progress made in the promotion of the objects of the Company.
2. To consider and, if approved, adopt the following resolution:—

"That the Directors be authorized, in addition to any sums already borrowed for the purposes of the Company, to borrow an amount not exceeding in the aggregate Rupees Two hundred thousand (Rs. 200,000) by the issue of 20 debentures of Rupees Ten thousand each (Rs. 10,000) redeemable not later than December 31, 1935; such debentures to bear interest at the rate of 6 per cent. per annum payable half yearly, and to be in the form of the draft produced at this meeting and to be secured by a mortgage bond and trust deed drafts of which have been produced to this meeting and identified by the signature of the Agents and Secretaries of the Company."

3. To consider and, if approved, adopt the following resolution:—

"That in future it shall be sufficient if notices of General Meetings, Ordinary or Extraordinary, are sent by post to the Shareholders of the Company, and it shall not be necessary to give such notices by advertisement in the Government Gazette."

By order of the Directors,

LEE, HEDGES & Co., LTD.,
Agents and Secretaries.

Colombo, November 19, 1928.

The Richlands Ceylon Tea Estates, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, 19, Queen street, Fort, Colombo, on Thursday December 6, 1928, at 3 P.M.

Business.

1. To receive the report of the Directors and accounts for the season ended September 30, 1928.
2. To declare a dividend.
3. To elect a Director.

4. To appoint Auditors for the current season 1928/29 and to transact any other business that may be properly brought before the Meeting.

The Transfer Books of the Company will be closed from November 30 to December 6, 1928, both days inclusive.

By order of the Directors,

HENDERSON & Co.,
Agents and Secretaries.

Colombo, November 22, 1928.

Theberton (Ceylon) Tea Estates, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Friday, December 7, 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 that may be duly brought before the meeting.

By order of the Directors,

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

Colombo, November 23, 1928.

Auction Sale.

Selays, Vettis, Comboys, Sarongs, Handkerchiefs, different kinds of Cloth, Glass Almirahs, &c.

On November 29, 1928, at 9 A.M., at 200, Sea street, Colombo.

UNDER instructions from the provisional assignee of the insolvent estate of M. A. M. Mohamed Lebbe, and with authority of court in case No. 3,956, Insolvency, D. C. Colombo, in lots to suit buyers.

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

Auction Sale.

Valuable residential Property at Avissawella.

BY virtue of the commission issued to me in case No. 472 D. C., Avissawella, I shall sell by public auction on December 15, 1928, at 11 A.M., at the spot for the recovery against 1st defendant of the amount stated in the decree—

An undivided allotment of land measuring 45 feet in length along the western boundary of the whole land, and 45 feet in breadth from west to east measured from the two marked points of 45 feet apart on the western boundary, or an allotment in extent 45 square feet, together with the tiled house standing thereon, from and out of the land called Ganapantiwatta, situated at Talduwa in Atulugam korale of the Three korales in the District of Kegalla of the Province of Sabaragamuwa and bounded on the north by Welimetiyegekurahanwatta, east by the old road to Ruanwella, south by Ganpahagewatta, west by Misnagalagekurahanwatta belonging to Mithuruhamy, and Meegahawatta; and containing in extent 2 acres and 12 perches.

(2) An undivided 1/64th share of the land called Ganapantiwatta, situated at Talduwa aforesaid; and bounded on the north by Welimetiyegekurahanwatta, east by the old road leading to Ruanwella, south by Ganpahagewatta, and west by Meegahawatta; and containing in extent about 2 acres.

Both these properties adjoin each other. For title deeds and other particulars please apply to A. N. Wiratunga, Esq., Proctor, Supreme Court and Notary Public, Avissawella.

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

**Auction Sale under Mortgage Decree in Case No. 28,695
D. C., Colombo.**

I SHALL sell by public auction, on Friday, December 14, 1928, at 5 P.M., at the spot all that divided portion of land from and out of lot "A" of the land called Kahata-gahawatta, situate at Gangodawila in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; in extent 2 roods 33 4/100 perches, together with the buildings, trees and plantations standing thereon.

A. V. PERERA,
No. 115, Hulftsdorp, Colombo. Auctioneer and Broker.

Auction Sale.

Four Carriage Horses, Four Victoria Phaetons, Race Horses, Karkadon and Jasmin Hearses, Ambulance, Furniture, Leasehold interest in premises No. 79, Union Place, Slave Island, Colombo, Motor Car, &c.

UNDER instructions received from provisional assignee in D. C., Insolvency case No. 3,957 Colombo, I shall sell the above by public auction without reserve at premises No. 79, Union place, Colombo, on November 28, 1928, at 10 A.M.

Term cash. Immediate payment and removal.

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

Auction Sale under Decree in D. C., Colombo, 25,633.

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

(1) Ada E. Perera, and (2) Tudor A. Perera ... Defendants

AT my office, No. 1, Ferry street, Colombo, on Saturday, December 1, 1928, at 2 P.M. for the recovery of Rs. 1,630.40, interest, and costs.

One gold ring set with brilliant.

C. R. THAMBAYAH,
Colombo, November 20, 1928. Commissioner.

**Auction Sale under Mortgage Decree in Case No. 29,909,
D. C., Colombo.**

Six Valuable Premises bearing Assessment Nos. 1285/(1-4) 1299/76 (1-2), 77, 1302/70 (1-2), 1302/70 (1-2), and 1291/79 at Mattakkuliya, Colombo.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, December 15, 1928, commencing at 3 P.M., at the respective spots, the following properties, to wit:—

1. All those defined 3/4 parts marked letters A, B, and C of all that 1/2 part of the garden called De Vaystwyk with the buildings thereon bearing assessment No. 1285/(1-4), situated at Central Road in Mattakkuliya, Colombo; in extent 25 40/100 perches.

2. All that portion of land called Nelligahawatta with the buildings thereon bearing assessment No. 1299/76, and now No. 1299/76 (1-2), situated at Mattakkuliya aforesaid; in extent 10 71/100 perches.

3. A portion of the land called De Vaystwyk with the buildings thereon bearing assessment No. 77, situated at Mattakkuliya; in extent 32 perches.

4. A portion of the land called De Vaystwyk with the buildings thereon bearing assessment No. 70, now No. 1302/70, (1-2), situated at Mattakkuliya aforesaid, in extent 7 1/81 perches.

5. All that land called De Vaystwyk bearing assessment No. 1302/70 (1-2), situated at Mattakkuliya aforesaid; in extent 7 1/81 perches.

6. All that land called De Vaystwyk with the buildings thereon bearing assessment No. 1291/79, situated at Mattakkuliya aforesaid; in extent 17 1/12 perches.

For further particulars, apply to C. E. Jayanayake, Esq., Proctor and Notary, Dam street, Colombo, or to me—

H. D. JOHN PERIS,
Auctioneer and Broker.

Phone: 1357.
8, Hulftsdorp street, Colombo.

Auction Sale.

Valuable Properties at Kehelulla in the District of Negombo.

UNDER decree entered of record in case No. 2,607, D. C. Negombo, in favour of the plaintiff Don Francis Charles Jayakody Appuhamy of Balagalla, against the defendant Chandrasekera Mudalige Thelenis Perera Chandrasekera of Kehelulla, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 668.75, with interest on Rs. 500 at 15 per centum per annum from June 11, 1928, till August 13, 1928, and thereafter at 9 per centum per annum on the aggregate amount till payment in full, and costs of suit, I shall sell the under-mentioned properties mortgaged at a primary mortgage by bond No. 25,582, dated March 10, 1926, and attested by J. W. P. Samarassekera, Notary Public, by public auction at the respective spots commencing at 3.30 P.M. on Saturday, December 15, 1928, to wit:—

(1) That lot G of the land called Kehelwatta alias Kolongahawatta, situated at Kehelulla in Dunagaha pattu of the Alutkuru korale in the District of Negombo, Western Province; containing in extent 3 roods and 7 1/2 perches.

(2) That lot H of the land called Halgolle, situated at Kehelulla aforesaid; containing in extent 2 roods and 12 1/2 perches.

(3) That Gangodawatta alias Kosgahawatta, situated at Kehelulla aforesaid; containing in extent about 1 acre and 2 roods. Of which land an undivided 1/2 share.

Further particulars from Messrs. De Zoysa & Leos, Proctors and Notaries, Negombo, or—

G. H. GOONEWARDENE,
Negombo, November 20, 1928. Auctioneer.

Auction Sale.

Property at Dummaladeniya in the District of Chilaw.

UNDER decree in case No. 2,402, D. C., Negombo, entered in favour of the plaintiffs (1) Gamamedaliyanage George William Perera, (2) Dehiwalage Elaris Perera, (3) Warnakula Adiththa Arsa Nilaitththa Don Albert Perera, the trustees of the Siridanawardena Association at Periyamulla, Negombo, against the defendants (1) Bulathsinghe Aratchige Dona Marihamy, widow of Hettiaratchige Don Albinu Appuhamy, (2) Hettiaratchige Don Ugo Appuhamy, (3) ditto Nataniel Appuhamy, (4) ditto Dona Helenahamy, all of Dummaladeniya, (5) ditto Dona Roberthina Hamy and husband, (6) Pathirajage Don Pedrick Appuhamy, both of 4th Udayartoppu, Negombo, and surety (7) Savarimuththu Paulu Pulle Muththiah of Main street, Negombo, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 448 dated March 29, 1926, and attested by S. M. A. Rahiman, Notary, by public auction at the spot at 3.30 P.M., on Thursday, December 20, 1928, to wit:—

The 7/16 share towards the north of Bogahahena, situate at Dummaladeniya in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; the said 7/16 share is in extent 1 acre 1 rood and 20 perches of which the undivided half share. The said half share is now dividedly possessed for over ten years; and containing in extent 2 roods and 33 1/2 perches with the buildings standing thereon.

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

M. P. KURERA & Co.,
Negombo, November 20, 1928. Auctioneers.

Auction Sale.

Properties at Akaragama in the District of Negombo.

UNDER decree in case No. 2,305, D. C., Negombo, entered in favour of the plaintiff Don Pabilis Appuhamy of Akaragama, against the defendants (1) Muthugapedige Selli and husband, (2) Hewapedige Sara-diya, both of Akaragama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 1,422 dated June 4, 1926,

and attested by A. D. C. Amurthaweera, Notary, by public auction at the respective spots on Monday, December 17, 1928, to wit :—

At 2.30 P.M.

(1) The land called Madangahawatta, situate at Akaragama in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 2 roods.

At 2.45 P.M.

(2) The undivided $\frac{1}{4}$ share of the field called Meegahakumbura, situate at Akaragama aforesaid; containing about 2 parrahs of paddy sowing ground.

At 3 P.M.

(3) The undivided $\frac{1}{4}$ share of the field called Meegahakumbura, situate at Akaragama aforesaid; containing about 2 parrahs of paddy sowing ground.

At 3.15 P.M.

(4) The undivided $\frac{5}{6}$ share of the land called Madangahawatta *alias* Madugahawatta, situate at Akaragama; aforesaid; containing in extent about 2 roods.

At 3.30 P.M.

(5) The undivided $\frac{1}{9}$ share of the land called Midellagahawatta *alias* Madugahawatta, situate at Akaragama aforesaid; containing in extent about 3 roods.

At 3.45 P.M.

6. The undivided $\frac{1}{9}$ share of Meegahawatta, situate at Akaragama aforesaid; containing in extent 2 acres and 2 roods.

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

M. P. KURERA & Co.,
Negombo, November 20, 1928. Auctioneers.

Auction Sale. 28 P.M. 8/11
Properties at Akaragama in the District of Negombo.

UNDER decree in case No. 2,304, D. C., Negombo, entered in favour of the plaintiff S. Don Pabilis Appuhamy of Akaragama, against the defendant Hewapeditige Saradiya of Akaragama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 839, dated July 9, 1927, and attested by H. P. Silva, Notary, by public auction at the respective spots on Monday, December 17, 1928, to wit :—

At 4 P.M.

(1) The undivided $\frac{1}{2}$ share of the land called Millagahawatta, situate at Akaragama in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 3 roods, together with the leasehold rights held by the defendant on deed No. 45, dated January 21, 1918, attested by D. A. S. Weerasinghe, Notary Public.

At 4.15 P.M.

(2) The undivided $\frac{27}{50}$ shares of the land called Meegahawatta, situate at Akaragama aforesaid; containing in extent 2 roods and 38 perches, together with the buildings standing thereon.

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

M. P. KURERA & Co.,
Negombo, November 20, 1928. Auctioneers.

Auction Sale. 37 P.M.

Properties at Madampella in the District of Negombo and Hunuwila in the District of Kurunegala.

UNDER decree in case No. 2,484, D. C., Negombo, entered in favour of the plaintiff, S. T. K. N. S. R. M. Ramanaden Chetty of Negombo, against the defendant, Halahakonge Don Manuel Appuhamy of Madampella, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,058.25, with interest on Rs. 850 at 21 per cent. per annum from May 30, 1928, till August 31, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 3,176, dated November 29, 1926, and attested by S. K. Wijeyaratnam, Notary, by public auction at the respective spots on Tuesday, December 18, 1928, to wit :—

At 1.30 P.M.

(1) From and out of all that land called Uduwilagodella and Kohila-agara, comprised of several contiguous portions of land, situated at Madampella in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 35 acres, an undivided $\frac{1}{4}$ share of the undivided north-western portion in extent 13 acres and 2 roods being 1,000 coconut trees plantable ground, with the buildings and plantations.

At 4.30 P.M.

(2) An undivided $\frac{1}{3}$ share of the land Kahatagahawatta *alias* Horagahumulawatta and Kongahawatta, situate at Hunuwila in Meda pattu korale west of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 22 acres and 16 $\frac{1}{2}$ perches as depicted in title plan No. 285,596, dated November 21, 1912, authenticated by R. S. Templeton, Esq., Surveyor-General. Further particulars from Messrs. Ranasinghe & Rahiman, Proctors, Supreme Court, and Notaries, Negombo, or—

M. P. KURERA & Co.,
Negombo, November 20, 1928. Auctioneers.

Auction Sale under Partition Decree. 32 P.M.

In the District Court of Negombo.

Rajapaksepattirannahalage Pabilis Singho of Kumbaloluwa Plaintiff.

No. 2,602. Vs.

(1) Rajapaksepattirannahalage Roidohamy, (2) Ganlatharatchehige Vipulasena, (3) Rajapaksepattirannahalage Peter Singho, (4) R. Sesanona, all of Kumbaloluwa Defendants.

UNDER decree of the above case and by virtue of the commission received, we shall sell the under-mentioned property by auction at the spot at 3 P.M., on January 8, 1929.

Lot A of the land called Navasiwatta, situated at Kumbaloluwa in Meda palata of the Siyane korale in the District of Negombo, Western Province, containing in extent 1 acre and 28 $\frac{5}{6}$ perches; bounded on the north by land of N. K. Arachchi Appu, east by lands of R. Siyadoris Appuhamy and Allis Appuhamy, south-east by lot B, south-west by field of Girigoris Appu and others, and on the west by a water-course as depicted in survey plan No. 2,804 of May 10, 1922, made by Mr. J. C. Fernando.

The above land will be first put up for sale among the co-owners thereof at the appraised value; and if not purchased by any one of them, it would immediately thereafter be put up for sale for the public and sold to the highest bidder.

For further particulars please apply to Martin de Silva, Esq., Proctor, Supreme Court, or to—

EDWIN V. PERERA,
Negombo, November 20, 1928. Auctioneer and Broker.

Auction Sale under Partition Decree.

In the District Court of Negombo.

Seena Suna Muhammadu Cassim of Banduragoda. Plaintiff.

No. 1,349.

Vs.

- (1) Lena Muna Eena Mustafor Neina of Banduragoda, (2) Nabi Saathal Misseriya of Pudupatnam, Meenusel, India Defendants.
- (1) Dissanayake Kalthotarallage Davith Singho Appuhamy, (2) Alahakon Mudalige Don Paulis Alahakon, both of Banduragoda, substituted in place of 1st Defendant Substituted Defendants.

UNDER decree of the above case and by virtue of the commission received, I shall sell the under-mentioned property by auction at the spot at 5 P.M. on Saturday, January 5, 1929, to wit:—

The land called Keenagahakumbura, situated at Banduragoda in Duhagala pattyu of the Alutkuru korale, in the District of Negombo, Western Province; bounded on the north by road, east by footpath, south by land of Carolis Appuhamy, and on the west by the land of Mendis Appuhamy; containing in extent $17\frac{1}{2}$ perches, and depicted in survey plan No. 81/27 dated September 20, 1927, made by Mr. L. H. Croos DeBrera, Surveyor and Commissioner appointed by this court.

The above land will first be sold among the co-owners thereof at the appraised value, and if not purchased by any one of them, will immediately thereafter be sold among the public to the highest bidder.

For further particulars please apply to Messrs. Rana-singhe & Rahiman, Proctors; Supreme Court, and Notary Public, Negombo, or to me—

K. H. PERERA,

Negombo, November 16, 1928.

Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in favour of Sawenna Thana Seena Wana Weerappa Chetty, by his attorney Sana Karmegam Pulle of Negombo, against Adikari Arachchige Hendrick Appuhamy of Mellawa and Suna Pena Lena Raman Chetty, by his attorney Pena Reena Muna Sinnaiah of Kanchikade, and the order to sell issued to me in case No. 2,747, D. C., Negombo, for the recovery of the sum of Rs. 1,885.75, together with interest on Rs. 1,200 at 12 per cent. per annum from September 19, 1928, and on Rs. 250 at 25 cents on every Rs. 10 per mensem from September 30, 1928, till October 10, 1928, and thereafter legal interest on the aggregate amount, and costs, I shall sell the under-mentioned properties on Monday, December 17, 1928, commencing at 4 P.M. at the respective spots, to wit:—

1. The land called Meegahawatta, situated at Mellawa in Otara palata of Pitigal korale south in Chilaw District, North-Western Province; in extent 1 acre 3 roods and 25 perches.

2. The undivided $\frac{1}{4}$ share of Delgahawatta at Mellawa aforesaid; in extent 3 acres and 13 perches.

3. The undivided $\frac{1}{4}$ share of the field called Halgahakumbura at Mellawa aforesaid; in extent about 15 parras of paddy sowing ground.

For further particulars apply to me—

K. H. PERERA,

Negombo, November 19, 1928. Licensed Auctioneer.

Auction Sale at Kalutara.

ON the orders of the District Judge of Kalutara in testamentary case No. 1,438, I will put up for public auction on December 3, 1928, between 10 A.M. and midday, at the spot where the land is situated, the following land (No. 3 in the inventory):—An undivided $\frac{1}{4}$ share of the soil, trees, and building of all that allotment of land called Mudillagahawatta, exclusive of 6 coconut trees of the plantation, situated at Aulgama West; in extent about 1 rood.

The land is very close to the railway station.

Further particulars either from me or Mr. A. D. de Fonseka, Proctor, Supreme Court, Kalutara.

H. SRI RAHULA,
Licensed Auctioneer.**Auction Sale under Mortgage Decree in D. C., Kandy, Case No. 32,967.**

I SHALL sell by public auction at the respective spots at 4 P.M. on Tuesday, December 18, 1928—

1. An undivided $\frac{1}{4}$ share of all that house and ground bearing assessment No. 7G, containing in extent $82/100$ of a perch.

2. An undivided $\frac{1}{4}$ share of all that house and ground bearing assessment No. 5, containing in extent $1\ 76/100$ of a perch. Both situate at Cross street, Kandy.

For further particulars apply to H. A. C. Wickremaratne, Esq., Proctor and Notary, Kandy, or to—

A. R. WICKREMESEKERE,

No. 117, Trincomalee street.

Auctioneer.

Kandy, November 20, 1928.

Public Auction Sale under Mortgage Decree.

Yakupiti Heralis de Silva of Ahungalla Plaintiff.

No. 25,904.

Vs.

Pettagan Velun de Silva of Middaramulla in Kosgoda Defendant.

UNDER decree entered in the above case and by virtue of a commission issued to me therefrom, I shall offer for sale by public auction on Saturday, December 15, 1928, at 10 A.M., at the spot the following property especially bounded and executable for recovery of the sum of Rs. 550, with interest thereon at 9 per cent. per annum from September 27, 1923, till payment in full, and costs of this action:—

Undivided $1/196$ share of the soil and $\frac{1}{4}$ part appertaining to the planter's share of the second and third plantations and the two tiled houses built by the defendant of the land called Welawatta, containing in extent of about $1\frac{1}{2}$ acres, situated at Middaramulla in Kosgoda in Bentota-Walalla-witikorale of Galle District, Southern Province; and bounded on the north by the land whereon Minijothi Bastian de Silva resided, east by Mutuwalakumbura, south by the land whereon Kaludura Nadoris Silva resided, and west by Palugederawatta whereon Hakkini Pedrick resided.

For further particulars please apply to R. Piyadasa de Silva, Esq., Proctor, Supreme Court, and Notary, or to me—

K. T. THOS. SILVA,

Ambalangoda, November 17, 1928. Commissioner.

Auction Sale under Mortgage Decree, D. C., Galle, No. 23,040.

In the District Court of Galle.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction the following property on Monday, December 17, 1928, at 2.30 P.M. at the third named boutique No. 137 at Kailawatta in Galupidda to recover the principal, interest, and costs of suit due to plaintiff in the above case:—

(a) All that undivided planter's share of the sixteen coconut trees planted by Neina Muhammadu Pakeer on; and

(b) All these undivided $\frac{1}{4}$ and $4/45$ parts of the remaining trees and soil of the defined portion of the land called Selarambewatta alias Pelawatta at Galupidda; and containing in extent about $\frac{1}{4}$ acre.

(2) All the soil and trees of the defined portion of the land called Siyambalagahawatta at ditto; and containing in extent 3 roods 31 2.48 perches.

(3) All that boutique No. 137, situated at Kailawatta in Galupidda; containing 14 cubits in length 18 cubits in breadth.

(4) All that undivided $\frac{1}{4}$ part of the second plantation of the land called Ibrahimgewatta at ditto; containing in extent about an acre.

For further particulars, please apply to R. Amarasuriya, Esq., Proctor and Notary, Galle, or to—

D. G. RATNAPALA,

Galle, November 15, 1928.

Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Galle.

Galhene Appuhamilage Moses Henry Samaranyaka
of Hickaduwa Plaintiff.

No. 25,734.

Vs.

Habakkala Kankanange Don John de Alwis Appuhamy
of Habakkala Defendant.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction the following property, on Saturday, December 15, 1928, commencing from 1 p.m. at the 3rd named land called Babunkadewatta to recover Rs. 2,051 with interest and costs due to the plaintiff:

1. All that and those undivided $\frac{1}{4} + \frac{1}{30} + \frac{1}{108}$ parts of the soil and trees of the land called Madamewatta at Habakkala in Induruwa; and containing about 8 acres in extent.

2. All that undivided $\frac{1}{12}$ part of the soil and of the remaining fruit trees exclusive of the planter's shares of the 2nd, 3rd, and 4th plantations of the land called Madde-watta at ditto; and containing about 3 acres and 2 roods in extent, together with the fruit trees of the planter's share of the said 4th plantation.

3. All that undivided $\frac{1}{12}$ part of the soil and of the remaining fruit trees exclusive of the planter's shares of the 2nd, 3rd, and 4th plantations of the land called Babun-kadewatta at ditto; and containing 1 acre in extent, together with the planter's share of the 4th plantation on the undivided southern side of the said land.

4. All that and those undivided $\frac{3}{8}$ parts of the planter's share of the 1st plantation, the planter's share of the 2nd plantation, and the lime washed, tiled house of 11 carpenter's cubits and the 9 cubits house of the land called Kuralawatta at ditto and containing about 4 acres in extent.

5. All that and those undivided $\frac{1}{42} + \frac{1}{66} + \frac{1}{176}$ parts of the soil and trees of the land called Weddagalage-watta at ditto; and containing about 2 acres and 2 roods in extent, together with the planter's share of the fruit trees of the 2nd plantation thereon.

6. All that and those undivided $\frac{1}{18} + \frac{1}{48}$ parts of the soil and trees of the land called Lokuappugewatta *alias* Kuralawatta at ditto; and containing about 5 acres in extent, together with the undivided $\frac{5}{7}$ parts of the planter's share of the 1st plantation and the planter's share of the 2nd plantation thereon.

7. All that and those undivided $\frac{1}{33} + \frac{1}{88}$ parts of the soil and trees of the land called Deniyeowita at ditto; and containing about 8 acres in extent, together with the undivided $\frac{1}{4}$ part of the planter's share of the plantation made by Habakkala Kankanange Don Hendrick Alwis Appuhamy on the undivided eastern portion of the said land.

8. All that and those undivided $\frac{1}{4}$ part of the soil and trees and of the planter's share of the 1st plantation of the land called Ambalambokkewellewatta at ditto; and containing about 1 acre and 2 roods in extent, together with the undivided $\frac{5}{7}$ parts of the planter's share of the 2nd plantation on the undivided southern side portion the undivided $\frac{3}{8}$ parts of the planter's share of the 3rd plantation of the undivided central portion and the undivided $\frac{1}{2}$ part of the planter's share of the 4th plantation.

9. All that undivided $\frac{3}{8}$ parts of the planter's share of the fruit trees of the land called Ambalambokkedakunupettekebella at ditto; and containing about 2 roods in extent.

10. All that and those undivided $\frac{1}{30} + \frac{1}{66} + \frac{1}{176}$ parts of the soil and of all the remaining fruit trees exclusive of the planter's share of the 2nd plantation of Poojamaduwe-watta at ditto; containing about 2 acres in extent, together with the fruit trees of the planter's share of the 2nd plantation aforesaid made on the undivided southern side portion of the said land.

For further particulars, please apply to S. S. Weerasuriya, Esq., Proctor, Galle, or to—

Galle, November 9, 1928.

D. G. RATNAPALA,
Auctioneer.

Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 25,706, D. C., Galle, in favour of Mr. Leslie George Amarasekera Ekanayaka of Mohotty Walauwa, Galle, against Sultan Markar Mohamed Hanifa and Sultan Markar Sago Mohideen, both of Leyn Baan street, Fort, Galle, and the commission issued to me therein, I shall sell by public auction the following property bound executable for the recovery of the amount due on the said decree, at the respective spots on the dates and at the hours herein-after mentioned, viz.:

On December 14, 1928, at 3 P.M.

All that house and premises formerly marked No. 32, and now bearing assessment No. 9, situated at Church street, Fort, Galle; in extent about 1 rood.

On December 15, 1928, commencing at 2.30 P.M.

All the soil and trees of Baanwelduwewatta *alias* Tala-hitigewatta, with the buildings thereon, situated at Deddu-goda within the Four Gravets of Galle; in extent 2 acres 2 roods and 8.62 perches.

All the soil and trees of a block of land comprising of Hikgahagoda-addera *alias* Hikgahawatta-adderaowita, Dangahaliyadda, Indigahaliyadda, and Weerabaddanage-liyadda, situated at Deddugoda aforesaid; in extent about 5 acres.

All those undivided $\frac{31}{32}$ parts of Punchiowita, situated at Deddugoda aforesaid; in extent about 24 kurunies of paddy sowing.

All that undivided $\frac{1}{2}$ part or six kurunies paddy sowing extent of the owita land lying to the north of Kadjugaha-watta, situated at Deddugoda, aforesaid.

CHAS. M. GOONASEKERA,
Galle, November 19, 1928. Auctioneer.

Auction Sale.

In the District Court of Jaffna.

Vellauthar Visuwanathar of Manipay Plaintiff.

No. 23,657.

Vs.

(1) Velupillai Robert Thamby Rajah and wife (2)
Muthamma, both of Manipay Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned mortgaged property for the recovery of the sum stated therein, costs, poundage, on Saturday, December 15, 1928, commencing at 4 P.M. at the spot:—

All that remainder with its appurtenances after excluding $\frac{1}{2}$ share of the stone-built house, kitchen and well, together with the rights of way and water-course leading to the said house, kitchen, and well, and life interest on $\frac{1}{2}$ share of the entire land of all that piece of land situated at Manipay called Vaduvan Kandy valavu, in extent $11 \frac{7}{8}$ lachams varagu culture, with stone-built house, kitchen, well, and plantations; and bounded on the east by bye lane, north by road, west by the property of the defendants, and south by the property of Suberamaniam Arumugam.

V. A. DURAYAPPAH,
Jaffna, November 19, 1928. Commissioner.

Auction Sale.

In the District Court of Jaffna.

Navenna Sena Muna Ramasamychetty of Vannar-
ponnai, presently of South India, by his attorney
Sena Navanna Sena Saminathanchetty of Vannar-
ponnai, Jaffna Plaintiff.

No. 23,765.

Vs.

(1) Richard Salomon Santiago, (2) Bastian Manuel-
pillai, and (3) John Muttiah Chamar, all of Jaffna
town Defendants.

UNDER and by virtue of the commission and decree issued to me in the above case, I shall offer for sale by public auction on Saturday, December 15, 1928, at

10 A.M. at the spot for the recovery of the sum of Rs. 5,741.40, with interest on Rs. 4,750 at the rate of 10 per cent. per annum from June 6, 1928, till payment in full, and costs Rs. 208.64 :—

An undivided $\frac{1}{2}$ share with its appurtenances of all that stone-built house and premises, situated at First Division of Jaffna town; containing an extent of 7 lachams varagu culture, with house, kitchen, well, store rooms, stables, pathways, and other appurtenances belonging thereto; and bounded on the east by the Third Cross street, north by the property of John Rodrigo and others, west by the property of Moothathampy Velauthapillai, and on the south by the pathway belonging to this land and the land belonging to Moothathampy Velauthapillai, together with all the estate, right, title, interest, claim, and demand whatsoever of the 1st defendant into, out of, or upon the said premises.

For further particulars, &c., please apply to Mr. P. Rajaratnam, Commissioner, Kokkuvil, Jaffna.

P. RAJARATNAM,

Kokkuvil, Jaffna, November 19, 1928. Commissioner.

*Sum of Rs. 15000
18+50 Rs. 200/-*

Auction Sale.

In the District Court of Jaffna.

Velupillai Selliah of Udupiddy, Imyanacurichy. Plaintiff.

No. 23,768.

Vs.

- (1) Annamuttu, widow of Velupillai Nagalingam,
(2) Sabapathipillai Kandiah, and wife (3) Muttachipillai of Udupiddy, Imyanacurichy. Defendants.

IN terms of the commission dated November 14, 1928, issued by the District Court of Jaffna, for the recovery of Rs. 1,470, with interest thereon at 9 per cent. per annum from June 7, 1928, till date of payment, and costs of suit (not yet taxed), poundage, and charges, the following decreed properties will be sold by public auction at the respective spots on Saturday, December 15, 1928, commencing at 2 P.M., viz. :—

1. Land situated at Thanakaracurichy in Udupiddy parish, Vadamaratchy division of the Jaffna District, Northern Province, called Kinatupulam, in extent 5 lachams varagu culture forming a total extent of 9 lachams varagu culture. Of this an extent of 2 $\frac{1}{2}$ lachams varagu culture according to possession on the north out of 4 $\frac{1}{2}$ lachams varagu culture on the south; is bounded on the east by the property of Kandar Vyramuttu and others, north by the property of Sellam, wife of Sinnatamby, and others, west by the property of Annapoorani, daughter of Muttiah, and on the south by the property of the 1st defendant. Of the whole of the ground, palmyras, and vadalias within these boundaries, an undivided $\frac{1}{2}$ share together with the share of well appertaining to this out of the land lying in the land called Kinatupulam in the south of this land and the right of way and water-course.

2. Land situated as aforesaid called Seerawalikaladdy, in extent 58 lachams varagu culture. Of this an extent of 13 lachams varagu culture on the west out of 21 lachams varagu culture on the north; is bounded on the east, north, and west by the property of Sinnachy, wife of Sinapoo, and others, and south by the property of Theivanai, wife of Vyramuttu. The whole of the ground contained within these boundaries.

3. Land situated as aforesaid called Punarikaladdy in extent 58 $\frac{1}{2}$ lachams varagu culture, Moraikulathitukulaku, in extent 16 lachams varagu culture, forming a total extent of 74 $\frac{1}{2}$ lachams varagu culture. Of this an extent of 8 lachams varagu culture and 14 $\frac{17}{20}$ kulies being the eastern half of the western half out of an extent of 35 lachams varagu culture and 5 $\frac{2}{5}$ kulies on the south; is bounded on the east, west, and south by the property of Sinnachy, wife of Sinapoo, and north by road. The whole of the ground, palmyras, and vadalias contained within these boundaries.

4. Land situated as aforesaid called Kinatupulam, in extent 5 lachams varagu culture, ditto 4 lachams varagu culture forming a total extent of 9 lachams varagu culture. Of this an extent of 2 lachams varagu culture on the south of 4 $\frac{1}{2}$ lachams varagu culture on the south; is bounded on the east by the property of Kandar Saravanamuttu and others, north by the property of the 2nd defendant and others, west by the property of Annapoorani, daughter of Muttiah, and south by the property of Mailar Periatamby and others. The whole of the ground and palmyras within these boundaries, together with the share of well and right of way and water-course.

5. Land situated as aforesaid called Kinatupulam, in extent 26 lachams varagu culture, ditto thoddam, 1 ditto vadaku, 16 lachams varagu culture forming a total extent of 42 lachams varagu culture, thoddam 1; and bounded on the east by the property of the 2nd defendant and others, north by road, west by the property of Annapoorani, daughter of Muttiah, and others, and south by the property of Mailar Periatamby and others. Of the whole of the ground, palmyras, and vadalias within these boundaries an undivided $\frac{1}{2}$ share and the share appertaining to this out of the well lying in another land called Kinatupulam on the south of the land and the right of way and water-course.

At 5 P.M.

6. Land situated at Valvettiturai in Udupiddy parish, Vadamaratchy division of the Jaffna District, Northern Province, called Paedykalvayal in extent 62 $\frac{1}{2}$ lachams p. c., ditto Metkukuladdy in extent 18 $\frac{1}{2}$ lachams p. c. forming a total extent of 90 lachams p. c. and 3 $\frac{1}{2}$ kulies. Of this $\frac{1}{2}$ share on the north in extent 22 lachams p. c. and 6 $\frac{15}{16}$ kulies; is bounded on the east and south by the property of Valliapper Velupillai, north by the property of Samugam Thambiah and others, west by the property of Sinnachy. Of this an undivided $\frac{1}{2}$ share.

J. P. KANTHYAH, Deputy Fiscal,
Commissioner.

Fiscal's Office,
Jaffna, November 19/20, 1928.

Auction Sale under Mortgage Decree D. C., No. 6,157.

AND by virtue of the decree entered in favour of Nagamuttu Kanapathipillai of Valaichenai, against (1) Adambava Maracain Aliarpody, (2) wife, Meeralevvai Annamma, (3) Aliarpody Ahamadolevvai, (4) Ahamadolevvai Manicando, guardian *ad litem* of the minor, (5) Mohamadotamby Samsudeen of Ottamavady; and the order issued to us in the above case for the recovery of Rs. 13,245.25, being the aggregate amount of principal and interest due on bond No. 9,509 dated December 17, 1921, with interest on Rs. 7,500 at the rate of 15 per cent. per annum from March 30, 1926, till August 2, 1927, and thereafter on the aggregate at 9 per cent. till payment in full, and costs of this action, we shall sell by public auction the under-mentioned properties on Saturday, December 15, 1928, commencing at 2 P.M. at the first property (Ottamavady).

N.B.—Out of the said sum of Rs. 13,245.25 a sum of Rs. 5,000 only has already been paid, by the defendants on January 11, 1928.

Conditions: One-fourth of the purchase money should be paid immediately and the balance in 30 days.

RATNASINGHAM & COMPANY,
Auctioneers and Brokers.

Tel. : "Rateo,"

Batticaloa, November 5, 1928.

Description of Properties.

1. The southern $\frac{1}{2}$ share out of the contiguous allotment of land lots Nos. 6,411 and 6,412 known as Ottamavady, chenaikeny, situated at Ottamavady in Koralepattu,

Batticaloa, containing in extent 3 acres 1 rood and 39 perches, with coconut tree and all other rights contained therein; and bounded on the east by Crown land called Ottamavadykaadu, south by land appearing in plan No. 161,256, west by Crown land called Mavadikaadu and Ottamavadikaadu, and north by the other share of this land, together with all its rights.

2. The garden called Munthiriadivalavu, situated at Ottamavady aforesaid, containing in extent from east to west 18 fathoms, and from north to south 14 fathoms, together with brick house, well, and all other rights contained; therein and bounded on the east and south by lane, west by the dowry property of Ahamadolevvai, and north by the property of Ahamadolevvai.

3. The land lot No. 4,992, situated at Ottamavady aforesaid, containing in extent 11 acres 1 rood and 7 perches with coconut trees and all other rights; and bounded on the south by reservation for road, and on all other sides by Crown land called Ottamavadikaadu. Out of this property an undivided $\frac{1}{2}$ and all its rights.

4. A parcel of garden towards north of the land lot No. 11,755, situated at Ottamavady aforesaid, containing in extent from east to west 25 fathoms and north to south 9 fathoms, together with coconut trees and all other rights; and bounded on the east by the property of Abdul Cader, South by the property of M. Ahamadolevvai, west by road, and north by the property of Kavivaummah with all its rights exclusive of a king coconut tree standing towards south.

5. The land known as Kalliraipupoomie being lot No. 24 appearing in plan No. 318,534, situated at Vakeneri aforesaid, containing in extent 2 acres with all its rights; and bounded on the east by the land lot No. 25 and on all other sides by Crown land, out of this property an undivided $\frac{1}{2}$ share and all its rights.

6. The land lot No. 30 appearing in plan No. 318,533, situated at Vakeneri aforesaid, containing in extent 1 acre and 3 roods with all its rights; and bounded on the east by the land lot No. 32, south by land lot No. 31, west by Crown land and north by land lot No. 29. Out of this property an undivided $\frac{1}{2}$ and all its rights.

7. The land lot No. 31 appearing in plan No. 318,535, containing in extent 3 acres and 5 perches, together with all its rights; and bounded on the east by the land lot No. 32, south and west by Crown land and north by the land lot No. 30. Out of this an undivided $\frac{1}{2}$ and all its rights.

D. C., Chilaw, Case No. 8,518. *37/23/28*

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, December 15, 1928, at their respective spots, commencing at 1 P.M., the following properties:—

(a) All that defined portion of land in extent of 1 $\frac{1}{2}$ acre of the land called Kajugahawatta bearing Nos. K170 and I170, situate at Horagolla, in Yagam pattu, Pitigal korale, Chilaw District; and bounded on the north and east by the lands belonging to K. D. Simon Appuhamy, south by portion of this land reserved by James Appuhamy, and on the west by Bulugahawatta belonging to the defendant, together with all the produce, buildings, and the soil appertaining thereto.

(b) The undivided portion of land on the eastern side in extent of 50 coconut trees plantable soil at a distance of 24 ft. apart from each other, together with all the produce, buildings, and the soil appertaining thereto from the land called Diwulgahawatta bearing E.179, situate at Horagolla aforesaid; and bounded on the north-east by the land appearing in plan No. 98,935, east by the land mentioned in plan No. 98,967, south by lands claimed by J. A. Anohamy and J. M. Keithan Rodrigo, on the west by the land said to belong to villagers, and north-west by the lands mentioned

in plans Nos. 98,963 and 98,964 and the land said to belong to the heirs of the late Bodiabaduage Aron Perera Thambi Vidane; entire land in extent of 6 acres.

(c) All that aforesaid eastern portion of the land called Paragahawatta situate at Horagolla aforesaid; and bounded on the north and west by a portion of this land, east by the dewata road, and on the south by the road leading to Nathandiya, containing in extent 31 perches; together with the 16 coconut trees standing thereon, and other produce, buildings, and the soil (subject to the lease which is in existence at present).

Chilaw, November 15, 1928.

S. P. ABEYKOON,
Auctioneer.

Auction Sale, D. C., Testamentary Case No. 1,540. *17/18*

UNDER and by virtue of the commission issued to me in D. C., Chilaw, testamentary case No. 1,540, I shall sell by public auction at their respective spots on Tuesday, December 18, 1928, commencing at 10 A.M., the following properties, first amongst the co-owners, and if not purchased by any of the co-owners at the price noted against each land, (put up for sale by public auction:—

(1) Siyambalagahawatta, (2) Poduwatta, (3) Galamuna kumbura, (4) Indihena, (5) Dankotuwa, (6) Odekumbura, (7) Ambagahaliadda, (8) Dampitiyakumbura, (9) house and furniture, situate at Kudawewa in Chilaw District.

Further particulars from Messrs. Cooke & Pandittesekere, Proctors, Chilaw, or—

Chilaw, November 20, 1928.

S. P. ABEYAKOON,
Auctioneer.

Auction Sale, D. C., Testamentary Case No. 1,726. *16/1*

UNDER and by virtue of the commission issued to me in D. C., testamentary case No. 1,726, I shall sell by public auction on Friday, December 14, 1928, at the spot at 1 P.M.:—

(1) The coconut property called Nelunkuliyakele, situate at Nelunkuliyaya, Pitigal korale, Chilaw District; containing in extent 13 acres and 10 perches.

On Saturday, December 15, 1928, at the spot at 10 A.M.

(2) An allotment of land situate at Katuneriya in Kammal pattu, Pitigal korale south, Chilaw District, marked lot No. 10071; containing in extent 2 roods.

Further particulars from Messrs. Cooke & Pandittesekere, Proctors, Chilaw, or—

Chilaw, November 20, 1928.

S. P. ABEYAKOON,
Auctioneer.

Auction Sale under Mortgage Decree. *32/1*

In the District Court of Kegalla.

(1) Bulugahamulla Pathirennhelage Marthelis Appu of Kal-eliya and others:— Plaintiffs

No. 8,039.

Vs:

(1) Liyana Pathirennhelage Appuhamy of Warakapola and others:— Defendants.

UNDER and by virtue of the decree entered in this case and commission issued to me, I shall sell by public auction the following properties specially bound and

executable for the recovery of the amount therein stated on Saturday, December 15, 1928, commencing at 1.30 P.M. at the spot, to wit:—

(1) The undivided $\frac{8}{9}$ share of Nikagollehena and Purana which adjoin one another, in extent 2 acres 2 roods and 11 perches; together with the house and plantations standing thereon.

(2) An undivided $\frac{1}{2}$ share of Nikamulla-assedduma and Pillawa; in extent one pela paddy sowing.

(3) An undivided $\frac{2}{3}$ share of Alawalayagehena, in extent 5 acres, together with the house standing thereon.

(4) An undivided $\frac{7}{18}$ share of Hitinawatta, in extent two amunams paddy sowing, together with the house thereon.

(5) An undivided $\frac{8}{9}$ share of Pahala-asseddumakumbura, in extent 12 lahas paddy sowing. All those lands situated at Warakapola in Keeraweli pattu of Beligal korale, Kegalla District.

For further particulars apply to R. V. Dedigama, Esq., Proctor, Supreme Court, and Notary, or to me—

D. S. WICKRAMASINGHE,
Kegalla, November 19, 1928. Licensed Auctioneer.

Election of Trustees, St. John's Church, Kalutara.

I GIVE notice hereby that a General Meeting of the congregation of St. John's Church, Kalutara for the election of three new Trustees for the said Church for the year commencing January 1, 1929, will be held in the Vestry of that Church at 6 P.M., on Sunday, December 9 next.

W. P. FERNANDO,
The Vicarage, Incumbent, St. John's Church.
Kalutara, November 19, 1928.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

25/ I hereby give notice that I have on November 10, 1928, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: G. Gomez, trading under the name of M.P. Gomez & Co., 7, Main street, Colombo.

Description of licence applied for: Restricted wholesale.

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

Situation of premises to be licensed: 129, New Moor street, Colombo.

G. GOMEZ.

16/25/ I hereby give notice that I have on September 14, 1928, applied to the Government Agent, Eastern Province, Batticaloa, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule.

Name and address of applicant: K. Santiapillai, Central road, Batticaloa.

Description of licence applied for: Beer and Porter licence.

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

Situation of premises to be licensed: In Koddaimunai, Batticaloa-Badulla road.

Batticaloa, November 19, 1928.

K. SANTIAPILLAI.

65/ We hereby give notice that we have on October 9, 1928, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929.

Schedule.

Name and address of applicant: Messrs. Douglas, Scott & Co., 51, Queen street, Colombo.

Description of licence applied for: Retail off licence.

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

Situation of premises to be licensed: 51, Queen street, Colombo.

Colombo, November 21, 1928. DOUGLAS, SCOTT & Co.

14/25/ I hereby give notice that I have on October 15, applied to the Government Agent, Eastern Province, Batticaloa, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: K. Santiapillai, Central road, Batticaloa.

Description of licence applied for: F. L. Hotel.

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

Situation of premises to be licensed: Premises bearin assessment Nos. 32, 36, and 38, Puliyantivu, Batticaloa.

Batticaloa, November 19, 1928.

K. SANTIAPILLAI.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Ananda Boy's Primary English School.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, Colombo, for registration of the Ananda Boys' Primary English School, which is situated within the Colombo Municipality, Colombo District of the Western Province.

Observations will be received not later than December 16, 1928.

Education Office, L. MACRAE,
Colombo, November 16, 1928. Director of Education.

Ratmalana Boys' English School.

NOTICE is hereby given that Ratmalana Boys' English School, situated at Salpiti korale, Kotte, Colombo District of the Western Province, under the management of Rev. K. Sri Indajothi has been registered as Ratmalana Sri Dharmarama Buddhist Mixed English School.

Education Office, L. MACRAE,
Colombo, November 19, 1928. Director of Education.

Heramitigala Sri Dheerananda Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. D. Pannananda for grant in aid of the above school, which is situated at Heramitigala in Yatinuwara, Kandy District of the Central Province.

Observations will be received not later than December 23, 1928.

Education Office, L. MACRAE,
Colombo, November 23, 1928. Director of Education.

Cottaganga 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 Pata Dumbara district of the Central Province.

Observations will be received not later than December 16, 1928.

Education Office, L. MACRAE,
Colombo, November 16, 1928. Director of Education.

Greenwood 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 Kotmale district of the Central Province.

Observations will be received not later than December 16, 1928.

Education Office, L. MACRAE,
Colombo, November 16, 1928. Director of Education.

J/Anaicottai Pala Subramania Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Anaicottai, Jaffna District of the Northern Province, under the management of Hon. Mr. S. Rajaratnam, has been registered as a grant-in-aid school with effect from September, 1927.

Education Office, L. MACRAE,
Colombo, November 16, 1928. Director of Education.

Change of Site.

NOTICE is hereby given that an application has been received from Rev. H. Saranatisa for permission to remove C/Wataraka Sinhalese Mixed Private School, under his management, to a new central site situated about $\frac{1}{2}$ mile on the south-west of the present site.

Observations will be received not later than December 22, 1928.

Education Office, L. MACRAE,
Colombo, November 19, 1928. Director of Education.

Conversion of a School.

NOTICE is hereby given that an application has been received from Rev. H. R. Cornish of the Wesleyan Mission for conversion of K. Rajawella Estate Tamil Mixed School, under his management, into an ordinary Vernacular School.

Observations will be received not later than December 22, 1928.

Education Office, L. MACRAE,
Colombo, November 19, 1928. Director of Education.

Railway Clerical Examination.

AN examination for admission of candidates to Class II. of the Railway Clerical Service will be held on January 22-24, 1929, and candidates desirous of presenting themselves for same should apply to me for forms on or before December 15, 1928, stating date of birth and educational qualifications.

Candidates must not be under 17 or over 25 years of age on the date of examination, must be of good physique, and must have previously passed:—

- (i.) The Cambridge Senior or the London Matriculation or higher examination of the University of London; or
- (ii.) The Cambridge Junior or the Elementary School-Leaving Certificate Examination, and either (a) the examination for the Commercial Certificates of the Government Technical Schools or of the Ceylon Chamber of Commerce; or (b) the examination for the London Chamber of Commerce Junior Certificate in English, Arithmetic, and either Bookkeeping or Shorthand and Typewriting.

Letters from candidates who do not possess the necessary qualifications will not be replied to, and original certificates need not, therefore, be sent in the first instance.

General Manager's Office, T. E. DUTTON,
Colombo, November 15, 1928. General Manager.

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 Thursday, December 6, 1928, the lease of the produce of the trees on the two under-mentioned lots 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.

Lots of Land referred to.

Preliminary plan No. 14,596.—Regent street,
Ward place and Norris Canal road.

1. Lots O 12 and J 12 contain 54 coconut trees, 3 mango trees, 1 breadfruit tree, and 2 jak trees.
2. Eye Hospital premises contain 23 coconut trees, 1 breadfruit tree, 3 arecanut trees, and 2 mango trees.

The Kachcheri, R. N. THAINE,
Colombo, November 16, 1928. Government Agent.

Lease of Trees in Avissawella Hospital Garden.

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders for the purchase of the lease of the produce of rubber trees and other fruit trees in the Avissawella Hospital garden for a period of five years 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 12 noon on Wednesday, December 5, 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) The first year's purchase amount shall be paid in full on the day of sale, and the rent shall thereafter be paid annually in advance.
- (2) The purchaser is only entitled to the produce of the trees.
- (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 allowed to utilize for tapping purposes only those rubber trees having a girth measurement of not less than 18 inches at 3 feet from the ground.
- (5) The purchaser shall keep the land clean and in good order, pay all rates and taxes, and comply with Sanitary Board regulations.
- (6) The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
- (7) The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province, to do so.
- (8) 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) 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 *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 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, R. N. THAINE,
Colombo, November 10, 1928. Government Agent.

Sale of Lease of Produce on Crown Lands.

NOTICE is hereby given that the Government Agent, Western Province, will sell by public auction at his office in Colombo at 1 p.m. on Thursday, December 6, 1928, the right to take the produce for one year from January 1, 1929, on the under-mentioned Crown lands, subject to the following conditions:—

1. The purchase amounts shall be paid in full on the day of sale.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary or make any alteration to the buildings.
3. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.
4. The purchaser shall not assign or sublet the property to any other person without the permission previously obtained in writing from the Government Agent.
5. The purchaser shall keep the premises clean and in good order from all rates and taxes and also comply with the Municipal or Sanitary Board regulations.
6. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.
7. If the whole or any portion of the land or houses is required by Government, such land or house or portion shall be surrendered on a week's notice being given. 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 house or portion thereof resumed by the Crown.
8. 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.
9. In the event of any breach of the foregoing conditions, the Government shall have the power to resume possession of the land or house and eject the purchaser and his workmen without compensation.
10. The Government Agent reserves the right to accept or reject any bid.

R. N. THAINE,
The Kachcheri, Government Agent.
Colombo, November 19, 1928.

Lands and Houses referred to.

Name of Crown Land.	Situation.
1. Grass on road reservation, Wellampitiya	Wellampitiya
2. Trees on Mount Lavinia road reservation and park	Galkissa
3. Grass on either side of Victoria Bridge	Grandpass
4. Trees on Lady Havelock Hospital premises	Maradana
5. Trees on General Hospital premises and D. M. and S. S's Office premises	do.

"The Plant Protection Ordinance, No. 10 of 1924."

IN accordance with regulation 9 of the regulations set forth in the schedule to "The Plant Protection Ordinance, No. 10 of 1924," it is hereby declared that the areas enumerated in the annexed list are infected areas for the purpose of the regulations relating to the Shot-hole Borer of Tea (*Xyleborus formicatus* Eich.), published in *Government Gazette* No. 7,413 of September 5, 1924.

F. A. STOCKDALE,
Director of Agriculture.

Office of the Director of Agriculture,
Peradeniya, November 17, 1928.

LIST REFERRED TO.

TEA ESTATES.

Central Province.

WALAPANE LOWER DISTRICT.

Walapane estate, Halgran-oya P. O.

Province of Sabaragamuwa.

BALANGODA DISTRICT.

Orange Hill Estate, Balangoda P. O.
St. Noels estate, Balangoda P. O.
Upper Balangoda, Balangoda P. O.
Wikiliya, Balangoda P. O.

RATNAPURA DISTRICT.

Kahahengama, Ratnapura P. O.

Province of Uva.

BADULLA DISTRICT.

Ellawela estate, Bandarawela P. O.
Uva Highlands estate, Bandarawela P. O.
Newburgh, Ella.
Sutherland, Ella.

“The Village Communities Ordinance, No. 9 of 1924.”

It is hereby notified in terms of section 98 of the Village Communities Ordinance, No. 9 of 1924, that the under-mentioned Village Committees have, with the approval of the Assistant Government Agent of the District of Kegalla, Province of Sabaragamuwa, prescribed the buildings noted below for the purpose of holding their Meetings.

W. O. STEVENS,

The Kachcheri, Assistant Government Agent.
Kegalla, November 15, 1928.

Galboda Korale Village Committee.

Ussapitiya, Ratemahatmaya's office.

Kinigoda Korale Village Committee.

Pinnawala Circuit Bungalow.

Mawata and Kanduhaha Pattus Village Committee.

Meedeniya, Ratemahatmaya's office.

Tunpalata Pattus Village Committee.

1. Hemathagama Boys' school.
2. Dippitiya Circuit Bungalow.

Kandupita Pattus Village Committee.

Pindeniya Public Works Department Bungalow.

Kiraweli Pattus Village Committee.

Dedigama Circuit Bungalow.

Otara and Gandolaha Pattus Village Committee.

Batuwatta Village Tribunal.

Dehigampal Korale Egodapota Pattuwa, Megodapota Pattuwa, Kitulgala palata, and Uduwa palata Village Committee.

Mudugamuwa, Ratemahatmaya's office.

Atulugam Korale East and West, and Panawal korale east and west.

Dehiowita Village Tribunal.

Loss of Firearms.

JAFFNA DISTRICT.

(1) Description of the gun: A single-barrelled muzzle-loading gun, licensed under No. B 64692/2974 bearing No. 5219 marked on the stock.

Name of licensee: Manuelpillai Mariampillai of Thumpalai.

Remarks: Reported to have been lost while the owner was sleeping after a shooting.

(2) Description of the gun: A single-barrelled breach-loading gun, licensed under No. B65064/3346 bearing No. 567/82238 marked on the barrel and stock.

Name of licensee: Nallatambiy Barnabas of Chundikuly.

Remarks: Reported to have been stolen by the owner's servant. He was prosecuted by the owner's attorney, but acquitted.

The Kachcheri,
Jaffna, November 13, 1928.

C. RASANAYAGAM,
for Government Agent.

PUTTALAM DISTRICT.

A single-barrelled cap gun belonging to H. Don Siyadoris of Tonigala has been stolen from the temporary cooly lines at Talakolawewa on the 10th instant.

N. MUNESINGHE,
for Assistant Government Agent.

The Kachcheri,
Puttalam, November 20, 1928.

ANURADHAPURA DISTRICT.

(1) Description of gun: Single-barrelled muzzle-loading gun, 88490 marked on stock.

Name and address of the licensee: Mudalihamige Kalubanda, Mediyawa, in Eppawela korale in the Nuwaragam palata.

Number of licence: F 21124/69608 renewed for 1928.

Remarks: Reported to have been stolen.

(2) Description of gun: Single-barrelled muzzle-loading gun, 70564 on stock.

Name and address of the licensee: Appuhamy Vel-Vidane, Nallamudewa, Eppawela korale in Nuwaragam palata.

Number of licence: F 21076/4158 renewed for 1928.

Remarks: This gun was given to the mender for repairs, and it is understood that the gun was stolen when it was in the possession of the mender.

The Kachcheri,
Anuradhapura, November 18, 1928.

H. S. M. HOARE,
for Government Agent.

Registration of Building for Solemnization of Marriages.

In pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, relating to the Registration of Marriages other than the Marriages of Kandyans or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister or Proprietor, or Trustee.	Religious Denomination on whose behalf the building is registered.
466.	November 13, 1928	Hall	Kadawara, Tiragandahe korale, Weudawili hatapattu, Kurunegala District.	Edward J. Coles, Minister and Trustee	The Salvation Army

Registrar-General's Office,
Colombo, November 13, 1928.

C. COOMARASWAMY,
Registrar-General.

Destruction of a Dangerous Rogue Elephant.

IN terms of section 9 (1) (b) 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 Angunukolawewa-Anukkangala road in Magam pattu of the Hambantota District.

V. COOMARASWAMY,
The Kachcheri, Assistant Government Agent.
Hambantota, November 16, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 154, situated at Chapel place, Grandpass, Colombo: All premises in Chapel place 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 16, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 15, 1928.

Rinderpest.

WHEREAS by proclamation dated October 29, 1928 published in the *Government Gazette* No. 7,672 of November 2, 1928, the premises known as the Boys' Industrial Home, Wellawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas 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 7, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 15, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 7, situated at Edinburgh crescent, 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 November 4, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 15, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 90, 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 November 14, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 19, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment Nos. 49 to 75, situated at Wekanda, Slave Island, 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 November 7, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 19, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 43, situated at Pickering's road, Kotahena, 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 November 12, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, November 19, 1928.

Rinderpest.

WHEREAS by proclamation dated October 30, 1928, published in the *Government Gazette* No. 7,672 of November 2, 1928, the premises bearing assessment No. 22, situated at Vihara lane, Wellawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas 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 13, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, November 19, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 1A, situated at Skinner's road north, 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 November 10, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, November 19, 1928.

Rinderpest

WHEREAS by proclamation dated September 26, 1928, published in the *Government Gazette* No. 7,667 of October 10, 1928, the premises bearing assessment No. 41/4, situated at Park road, Havelock town, 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 26, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, November 19, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Badahela-malagodella at Nawagamuwuwa 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-gange, south by the track of fields called Halgaha Deniya and the land belonging to R. D. D. Wijewardana Arachchi, east by the village boundary of Depa-els, west by the water-course of the track of fields called Dermmaladeniya.

This declaration shall take effect from the date hereof.

November 5, 1928.

R. P. RUBAROE,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Ithalawatta 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 Soodawilakumbura and the land of Mr. Mahadewa, east by the lands called Delgahawatta and Kendahena, west by Soodawila-ela and kumbura.

This declaration shall take effect from the date hereof.

November 7, 1928.

R. P. RUBAROE,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by land of R. K. Alponsu south by land of Cornelis Fernando, east by Colombo-Kandy road, west by land of G. P. Pieris.

This declaration shall take effect from the date hereof.

November 15, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by land of K. Don Juwan Appu, south by land of R. W. Miliyas Pinto, east by field, west by Colombo-Negombo road.

This declaration shall take effect from the date hereof.

November 15, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

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

The area is bounded on the north by land of M. Alisandiri Perera, south by land of E. E. W. Gunawardana, east by field of M. Alisandiri Perera, west by Colombo-Negombo road.

This declaration shall take effect from the date hereof.

November 15, 1928.

B. CHAS. COORAY,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Kelaniya 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 Biyagama road, south by Kelaniya river, east by land belonging to Cornelis Allis and others, west by land of D. F. Weerakoon.

This declaration shall take effect from the date hereof.

Gampaha, November 5, 1928.

MAURICE PERERA,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Henegama in the Meda 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 fields, south by Keselkanda estate belonging to L. L. Peeris, east by Irahandayawa estate, and west by fields and land of Don Peter Appuhamy.

This declaration shall take effect from the date hereof.

Gampaha, November 6, 1928.

MAURICE PERERA,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Nos. 6, 7, and 8, Moratuwella, 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 St. Joseph's street, south by the garden of E. C. Fernando, east by the Galle high road, and west by a portion of the same land.

This declaration shall take effect from the date hereof.

November 11, 1928.

G. W. DE FONSEKA,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at No. 30, Moratuwella 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 property belonging to late Mr. M. S. Peiris, south by the property belonging to Mr. M. T. Fernando, east by a cart road, and west by the property belonging to Mr. Peduru Perera.

This declaration shall take effect from the date hereof.

November 11, 1928.

G. W. DE FONSEKA,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Moratuwella, premises No. 44, 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 K. D. Lewis, south by the wall surrounding the Chevalier Walawwa, east by the Panadure river, and west by the Galle high road.

This declaration shall take effect from the date hereof.

November 12, 1928.

G. W. DE FONSEKA,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Kirillapone in Salpiti korale, Palle pattu 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 Railway lines, south by Kirillapone road, east by Kongahawatta and Thimbirigahawatta, west by ela.

This declaration shall take effect from the date hereof.

November 13, 1928.

FELIX A. KARUNARATNE,
Chief Headman.

Rinderpest.

WHEREAS rinderpest has broken out at Garden No. 20, Weragoda in Ambatalen pahala 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 Grandpass-Avissawella road; south by Kolonnawa Railway line, east by property belonging to T. Don Arnold, west by Mahawela.

This declaration shall take effect from the date hereof.

FELIX A. KARUNARATNE,
Chief Headman.

November 14, 1928.

Rinderpest.

WHEREAS rinderpest has broken out at Wellampitiya in Ambatalen pahala 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 Urugodawatta-Avissawella road, south by Potuwila, east by Wellampitiya-Kolonnawa road, west by Potuwila bund.

This declaration shall take effect from the date hereof.

FELIX A. KARUNARATNE,
Chief Headman.

November 15, 1928.

Rinderpest.

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

The area is bounded on the north by land belonging to John Perera and others, south by the road to Boralesgomuwa, east by a portion of Delgahawatta, west by Bulugahawatta.

This declaration shall take effect from the date hereof.

FELIX A. KARUNARATNE,
Chief Headman.

November 16, 1928.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 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, T. A. PEIRIS,
Colombo, November 10, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 August 10, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 10, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 August 3, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 10, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 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, T. A. PEIRIS,
Colombo, November 10, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 August 17, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 10, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 November 2, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 14, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Kuda Buthgomuwa 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 12, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 14, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda, 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 12, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 14, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Peliyagoda Gangaboda 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 5, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, T. A. PEIRIS,
Colombo, November 14, 1928. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Mahawila in the Panadure totamune of the Kalutara 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 17, 1928, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

A. R. HALLOCK,
The Kachcheri, for Assistant Government Agent.
Kalutara, November 14, 1928.

Foot-and-Mouth Disease.

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

The area is bounded on the north by field of Don Vithorianu Annavirala, south by land of A. Don Stephen Nide, east by owita of V. Robert Miliner, west by land of A. Don Stephen Nide.

This declaration shall take effect from the date hereof.

November 8, 1928. B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by fence of the land belonging to N. Kiristinahamy and others, south by fence of the land belonging to W. Nohamy, east by land belongs to H. Maniyel Appu and others, west by fence of the land belonging to W. Pieris Appu and others.

This declaration shall take effect from the date hereof.

November 14, 1928. B. CHAS. COORAY,
Chief Headman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Attidiya 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 21, 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, T. A. PEIRIS,
Colombo, November 14, 1928. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nagoda in the Kalutara totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Kadigoda Kurunduwatta and Alubogahalanda Watuyaya, east by Mahawela and Kajuduwe Godella, south by the Nagoda village boundary and west by the Dummalamodera-ela 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 November 14, 1928.

November 14, 1928. EDMUND PIERIS,
Chief Headman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Raxawa estate in Pallegampaha korale of Pata Dumbara 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 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.

November 18, 1928. T. B. RATWATTE,
Chief Headman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Hatale estate in Pallegampaha korale of Pata Dumbara 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 7, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

November 18, 1928. T. B. RATWATTE,
Chief Headman.

Foot-and-Mouth Disease.

NOTICE is hereby given that the areas declared infected at Ambana wasama, Andawala wasama, Ambanpola wasama, Opalgala wasama, and the Matale Refuge 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 Gazettes* Nos. 7,663 of September 14, 1928, 7,663 of September 14, 1928, 7,665 of September 28, 1928, 7,667 of October 5, 1928, and 7,662 of September 7, 1928, respectively, are free from foot-and-mouth disease, and are no longer infected areas.

This proclamation is to take effect from this date.

The Kachcheri, F. DE S. JAYARATNE,
for Assistant Government Agent.
Matale, November 16, 1928.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Kintyre estate, Uda Bulatgama, in Maskeliya, Ambegamuwa korale 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 hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

November 18, 1928.

J. MARAMBE,
Chief Headman.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected in Punakari Tunukkai division of the Jaffna District, in 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 12, 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 10, 1928.

P. RAJA GOPAL,
Chief Headman.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Galatenwewa palata in Divigandahe korale in Hiriyala 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 10, 1928, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, Kurunegala, November 16, 1928.

W. ABEYAWARDANE,
for Government Agent.

Hoof-and-Mouth Disease.

NOTICE is hereby given that Ayagamawasama within the following boundaries has been declared infected area under section 5 (1) and (2), of Ordinance No. 25 of 1909 from this date, viz. :—

North : Galatura, Dumbara, and Kuttikanda villages.

East : Nawadun korale boundary.

South : Udugala village boundary and Kukulu-ganga.

West : Gawaragiriya village boundary.

November 14, 1928.

H. A. DAMBAWINNE,
Chief Headman.

Hoof-and-Mouth Disease.

NOTICE is hereby given that Obokka and Tapassarakanda villages in Kalawana and Kukulegama wasama within the following boundaries have been declared infected area under section 5 (1) and (2), of Ordinance No. 25 of 1909, from this date, viz. :—

North : Paragala village boundary.

East : Kalawana village boundary.

South : Delgoda village boundary.

West : Pasdun korale boundary.

November 16, 1928.

H. A. DAMBAWINNE,
Chief Headman.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the following area declared infected under sub-sections (1) and (2), of section 5, of Ordinance No. 25 of 1909, are free from hoof-and-mouth disease under section 5 (5) of the said Ordinance.

The declaration is to take effect from the date hereof.

Area referred to.

1. Elimedatulana No. 24 in Kanadara korale proclaimed in the *Government Gazette* No. 7,654 of July 13, 1928.

November 17, 1928.

P. B. BULANKULAME,
Chief Headman.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."**Local Option, 1929-30, Colombo District.**

IT is hereby notified for public information that the Government Agent of the Western Province, in exercise of the powers vested in him by rule 6 of the Excise Notification No. 146 published in *Government Gazette* of August 14, 1925, as modified by Excise Notification No. 180 published in *Government Gazette* of August 31, 1928, has appointed the under-mentioned dates, time, and places for recording votes for the purpose of advertising whether 60 per cent. of the inhabitants of the respective tavern areas who are entitled to vote are in favour of re-opening of the taverns that existed in such areas :—

Date and Time, 1928.	Taverns.	Place.	Area (villages).
Dec. 15, 8 A.M. to 7 P.M.	Timbirigasyaya arrack and toddy taverns	Kongahawatta belonging to Kalu-bowilage Lasaru Appuhamy in Timbirigasyaya	Timbirigasyaya, Matagoda, Kera yalapitiya, Hendala, and Palliyawatta
Dec. 22, 8 A.M. to 7 P.M.	Mahawatta toddy tavern.	Pamunugama Boys' School	Pamunugama, Mahawatta, Weliketiya, and Pulluhena

The Kacheheri,
Colombo, November 20, 1928.

R. N. THAINE,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, October 3, 1928, at 3 p.m.

The Council met this day at 3 p.m. pursuant to notice dated September 26, 1928.

Present :—Mr. H. E. Newnham, M.A., C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. V. de Rooy; Mr. A. H. F. Clarke; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. N. R. Blande; Lieut.-Colonel C. D. Myles, O.B.E., M.B., R.A.M.C.; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. S. W. R. Dias Bandaranaike; Mr. C. R. Lundie; Mr. T. C. Dyball; Mr. J. S. Collett; Dr. R. G. Jayetlieke; and Mr. F. Dadabhoy, J.P.

1. The Minutes of the General Meeting of September 5, 1928, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of September 5, 1928, be confirmed.

2. Pursuant to notice, the Hon. Mr. C. H. Z. Fernando presented a petition from ratepayers of Mutwal praying that a full time Instructor be appointed to the Alexander playground, and moved that it be placed before the Works and Finance Committees for consideration and report. The Chairman seconded.—Carried.

3. Pursuant to notice, Dr. S. Muttiah asked the Chairman the following questions :—(1) Is the Chairman aware—(a) That Dr. R. G. Perera of the Mutwal Municipal dispensary gave evidence in a case in which a man was charged for assaulting a young girl? (b) In the course of his evidence the Doctor stated that he has no time to examine patients who come to him? (2) Are Doctors in Municipal dispensaries allowed to prescribe without examining patients? What is the usual procedure adopted at Municipal dispensaries and are definite rules laid down with regard to attendance on patients? (3) Was there an incorrect diagnosis in this particular instance as revealed by the inquiry of the Magistrate?

The Chairman replied as follows :—(1) This Acting Dispensary Medical Officer recently gave evidence in such a case, but he states that his evidence was not intended to convey the impression indicated. (2) There are regulations laid down with regard to Municipal dispensaries, but they do not lay down the degree of examination necessary before prescription. (3) The Chairman is informed that the diagnosis was incomplete rather than incorrect, due to incomplete information given by the patient and her mother. A full report on the matter is being submitted to the Sanitation Committee.

4. Pursuant to notice, the Hon. Mr. C. H. Z. Fernando moved—That the Works and Finance Committees be directed to prepare a rough estimate for making the areas now liable to floods in the north of Colombo free from floods at the lowest possible cost and to place the same before Council at its next meeting. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do go into Committee to consider items Nos. 5 to 10 (inclusive) on the agenda. Dr. E. V. Ratnam seconded.—Carried.

The following extracts from the Minutes of the Standing Committees, and of the Special Meeting of the Council in Committee were then laid before Council in Committee :—

Extract from the Minutes of the Standing Committee on Sanitation and Markets of September 17, 1928.

(6) To consider—(a) A report of the Acting Medical Officer of Health, dated September 4, 1928, regarding the duties of the Matron of the Child Welfare Centre.—(a) Considered; (b) a memorandum of the Municipal Treasurer recommending the following :—(1) The sanction of Council for payment of travelling allowance of Rs. 420 a year to Mrs. Raymond from May 1, 1928, until she is relieved from her duties, as Resident Health Visitor (Matron).—(b) (1) Recommended; (2) the creation of the post of Matron at Rs. 1,200 by Rs. 96 to Rs. 1,800, instead of that of Resident Health Visitor (Matron). Travelling allowance to be Rs. 420 a year. Quarters to be charged at Rs. 72 a year. Lighting of quarters to be paid by Matron.—(2) Recommended that the post of Matron be created on a salary of Rs. 1,200 by 96 to Rs. 2,400 a year with no travelling allowance. She should live at the Child Welfare Centre and pay 6 per cent. of her salary for quarters and lighting. In the event of the successful candidate undergoing a course of training for one year in Public Health Nursing at the Bedford College for Women, University of London, at her expense, she is thereafter to be entitled to the following scale of salary :—Rs. 3,000 by 120 to Rs. 4,200 a year.

(8) With reference to the proposal for the erection of a market at junction of Kolonnawa and Baseline road, to consider a memorandum of the Chairman, dated September 14, 1928, inquiring "shall we select site B at an additional cost of Rs. 16,500 or let the whole question await a decision by Government about the widening.—Recommended that the site B be approved and that supplemental provision for Rs. 16,500 be sanctioned.

(11) To consider—(a) The list of Municipal motor ambulances at present in use.—(a) Considered; (b) A memorandum of the Chairman, dated August 30, 1928, stating that two of the Ford ambulances are worn out and inquiring "shall we recommend to replace them by the purchase of two Morris chassis and the construction of the bodies by the Engineer Mechanical."

Note.—This will cost Rs. 12,500. There is a balance of Rs. 4,210 on the vote G. 11/1927, for Rs. 12,000 for ambulances. Supplemental provision of Rs. 8,290 is required.—(b) Recommended that two new ambulances be purchased to replace the two Ford ambulances which are worn out.

Resolutions.

With regard to item No. 6, it was resolved that the matter be considered in connection with the recommendation of item No. 10 of the extracts from the minutes of the Finance Committee of September 19, 1928.

With regard to item No. 11, it was resolved that the matter be considered in connection with the recommendation of item No. 17 of the extracts from the minutes of the Works and Finance Committees (meeting together) of September 19, 1928.

Resolved that the recommendation of the Standing Committee with regard to the remaining item be adopted.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of September 18, 1928.

(4) To consider—(a) A report of the Municipal Treasurer, dated September 14, 1928, forwarding amendments, &c., to the Municipal Council Pension Minute, in accordance with the amendments and additions to the Government Pension Minute, in order to give effect to the recent decisions to permit officers on retirement to partially commute their pensions and to pay death gratuities; (b) a memorandum thereon of the Chairman.—Recommended (*vide* annexure A attached to these minutes).

(5) To consider a memorandum of the Municipal Treasurer, dated September 15, 1928, with regard to certain alterations to the Municipal Council Pension Minute, based on the Government amendments.—Recommended (*vide* annexure B attached to these minutes).

(6) To consider letter No. 3,536, dated September 14, 1928, from the Hon. the Attorney-General, requesting the addition of the following by-law to the by-laws relating to tax on vehicles and animals:—"II. Chapter IV. of the by-laws of the Municipal Council of Colombo, published in *Gazette* No. 6,080 of October 20, 1905, and the five by-laws relating to the collection of annual taxes on carts and hackeries and published in *Gazette* No. 6,389 of July 1, 1910, are hereby rescinded."—Recommended.

(7) To consider seeking the authority of His Excellency the Governor in Executive Council, under section 153 (1) of Ordinance No. 6 of 1910, to sell outright, the following properties, vested in the Council, the owners having been given more than six months' notice to obtain a re-transfer, in terms of the Council's resolution of August 4, 1926:—

List.—(1) No. 266/14, Gomes lane; (2) No. 896/491, Pamankada-Cotta road; (3) Nos. 1,073/562 and 1,074/561, Colombo-Galle road; (4) No. 679/737, Pamankada-Bambalapitiya road; (5) No. 2,416/20, Pickerings road; (6) No. 678/736, Pamankada-Bambalapitiya road; (7) Nos. 2,042 to 2,045/1-B, Castle street; (8) No. 2,414/36, Avondale road; (9) No. 708A/83, new No. 18/2, Maligawatta*; (10) No. 55/8, Leechman lane, (11) No. 741/2, Messenger street; (12) No. 393/80A, Layard's Broadway; (13) No. 1,340/24, New Moor street*; (14) No. 66/6, Temple road; (15) No. 1,734/7, Bloemendha road; (16) No. 988-991/153A-252B, Grandpass road.—Recommended.

(8) To recommend reconveyance of the premises, vest in the Council, mentioned in the annexed list (as per annexure C attached to these minutes) to the parties named, on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to item No. 7, it was resolved that the matter be considered in connection with the recommendation of item No. 21 of the extracts from the minutes of the Finance Committee of September 19, 1928.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Municipal Works of September 19, 1928:

(2) To recommend that, in terms of section 47 of Chapter VIII. of the Municipal Council by-laws, notices be served on the owners of premises:—(a) No. 28, Messenger street, for the removal of the two dangerous coconut trees standing thereon.—(a) Recommended; (b) adjoining No. 65, Mutwal street, for the removal of the dangerous coconut tree standing thereon.—(b) Recommended; (c) the Mosque in Alexandra place, for the removal of the two dangerous coconut trees standing thereon.—(c) Recommended; (d) No. 294/1, Thimbrigasyaya road, for the removal of the dangerous coconut tree standing thereon.—(d) Recommended; (e) No. 106/49, Fernando road, for the removal of the dangerous coconut tree standing thereon.—(e) Recommended.

(3) To consider the petitions received from the house owners and occupiers of houses in Arab lane requesting that the name be altered.—Recommended that the lane be called "Stanley Place."

Resolution.

Resolved that the recommendations of the Standing Committee with regard to the above items be adopted.

Extract from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of August 22, 1928.

(27) To consider—(a) The recommendation of the Superintendent of Fire Brigade that the following measures be taken to guard the Town Hall against fire risk:—(1) Two under-ground tanks of 1,000 gallons capacity each with 5-inch intakes. These two are estimated by the Waterworks Engineer to cost Rs. 3,500; (2) internal hydrant system on both floor with 4 pillar hydrants. Fire main to be supplied from 2,000 gallons tank on roof, and to be of 3-inch diameter. This is estimated to cost Rs. 5,500; (3) purchase of 54 two gallon soda and acid extinguishers. The quotation of Messrs. Cargills, Ltd., at Rs. 42·75 each at a cost of Rs. 2,308·50 is recommended (b) A memorandum of the Municipal Treasurer, dated August 13, 1928 on the subject stating that the sanction of Council be obtained for (1) and (3) for which supplemental provision is necessary—and as regards (2) the Architect should confer with the Superintendent of Fire Brigade and Waterworks Engineer with a view to arriving at some solution of the difficulty.—Recommended that supplemental provision be made for Rs. 3,500 for two ornamental water tanks, and Rs. 2,308·50 for 54 two gallon soda and acid extinguishers. The design for the tanks to be submitted later.

Resolution of Council on September 5, 1928.

It was resolved, on the motion of the Chairman, that the consideration of item No. 27 be deferred.

Resolution.

Resolved that the recommendation of the Standing Committees with regard to the above item be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 19, 1928.

(4) To consider—(a) The tenders received for the purchase and removal of animal ash from the refuse destructor for a period of twelve months from October 14, 1928.—(a) Considered.; (b) the recommendation of the Municipal Treasurer that the offer of Mr. Wace de Neise at the rate of Rs. 56·50 per ton be accepted.—Recommended.

(6) To consider letter No. 3,536, dated September 14, 1928, from the Hon. the Attorney-General, requesting the addition of the following by-law to the by-laws relating to tax on vehicles and animals:—"II. Chapter IV. of the by-laws of the Municipal Council of Colombo, published in *Gazette* No. 6,080 of October 20, 1905, and the five by-laws relating to the collection of annual taxes on carts and hackeries and published in *Gazette* No. 6,389 of July 1, 1910, are hereby rescinded."—(b) Recommended.

(7) To consider a memorandum of the Municipal Treasurer, dated September 12, 1928, requesting sanction of Council for the excess of £24 on account of trade advances, &c., as follows:—(1) On raw materials, galvanized iron plates, &c., £17; (2) for the packing of 500 steel tubes, £7; total, £24. These items were included in the indent No. 21, for the supply of ironmongery sanctioned by Council on July 4, 1928.—Recommended.

(8) To consider—(a) Letter No. K 38, dated September 8, 1928, from the Director of Electrical Undertakings, requesting general approval for the erection of overhead mains, as shown in the plan attached to papers, for the distribution of low pressure electrical energy; (b) a memorandum of the Chairman, dated September 12, 1928. Mr. J. S. Pitkeathly, Director of Electrical Undertakings, Mr. N. M. Ingram, Municipal Engineer, and Mr. O. S. Gill, Chief Engineer, Electrical Undertakings, were present when this item was discussed. Mr. Pitkeathly explained the proposals at length and answered questions put to him by the members of the Committees.—Recommended that general approval be given to the proposal to erect overhead mains and apparatus for the distribution of electrical energy in Colombo, subject to the specific approval

* It is reported that the owners are taking steps to obtain re-transfers.

of the Council in regard to whether the mains are to be overhead or underground when the detailed plans are submitted before the work is begun in any individual street. This approval is to be on the understanding that adequate safety devices are provided.

(10) To consider the following regulation made under section 58 of the Motor Car Ordinance, 1927, for the area comprised within the administrative limits of the Municipality of Colombo:—"Where the middle of any highway is marked by a white or coloured line and notice thereof is published in the Gazette, the driver of every motor car shall keep it to the left of such line."—Recommended that the regulation be adopted.

(11) To consider—(a) An application from Mr. C. M. Jennings, Assistant Engineer, for extra remuneration for supervising the work of the New Town Hall, in addition to his own work, from April 23, to end of August, 1928.—(a) Considered; (b) the recommendation of the Municipal Engineer (supported by the Municipal Treasurer) that the applicant be granted Rs. 150 a month, in view of the responsible nature of the work performed by him.—(b) Recommended.

(12) To consider—(a) The quotations received through the Council's Agents for the supply of Drawing Materials required by the Municipal Engineer's Department.—(a) Considered; (b) the recommendation of the Municipal Engineer (supported by the Municipal Treasurer) that purchase be made, as per statement attached to papers, as follows:—(1) From Messrs. J. A. Reynolds & Co., Ltd., for items, as per statement amounting to £71. 19s. 2d.; (2) from Messrs. A. G. Thornotn, Ltd., for items, as per statement amounting to £57. 7s. 9d.; (3) from Messrs. W. F. Stanley & Co., Ltd., for items, as per statement amounting to £68 0s. 3d.

Note.—For the items marked with an asterisk in the schedule attached to papers, the lowest quotation has not been recommended as the Municipal Engineer prefers the purchase of Messrs. Stanley & Co.'s articles.—(b) Recommended (1), (2), and (3).

(13) To recommend that the vote of Rs. 450 (I-136) sanctioned by Council on May 2, 1928, for fixing brass nosing treads to the steps between the open verandahs round the courtyards in the New Town Hall, be cancelled.—Recommended.

(14) With reference to the resolution of Council of August 8, 1928, recommending that the proposed lavatory in Alexandra place, be built within the triangle in Alexandra place, as was originally proposed, to consider the detailed estimate of Rs. 8,000 from the Municipal Engineer, for the construction of this lavatory.—Recommended.

(15) To select from the applicants and submit to the Council the names of three candidates for the post of Gas Inspector, Municipal Engineer's Department, indicating, if the Committees think fit, the candidate whom they recommend Council to appoint.

(1) Resolved that the following names be submitted to the Council:—(1) Mr. L. J. H. Jansz, (2) Mr. V. H. Schoorman, (3) Mr. G. C. Nanayakkara—with the special recommendation that Mr. L. J. H. Jansz be appointed.

(2) Recommended that all the officers of the Council should be informed.—(a) That canvassing any member of Council either directly or indirectly in the interests of any applicant for promotion or for any post will in future disqualify that applicant; (b) that after the Head of a Department has made his recommendations for promotion or for filling any post, further representations from any applicant either to the Chairman or to any member of Council are prohibited.

(16) To recommend the application of the Municipal Engineer (supported by the Municipal Treasurer) for the purchase from the makers, Messrs. The "Sentinel" Waggon Works, Ltd., of spare parts for "Sentinel Waggons"—vide list flagged "C" attached to papers, at a cost of £493. 18s. 4d. packed and delivered, f.o.b., Shrewsbury.

Note.—The total cost, including freight and customs, &c., will be Rs. 8,000 approximately and this will, at first, be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes when they are drawn.—Recommended.

(17) To consider—(a) The list of Municipal motor ambulances at present in use.—(a) Considered; (b) a memorandum of the Chairman, dated August 30, 1928, stating that two of the Ford ambulances are worn out and inquiring "shall we recommend to replace them by the purchase of two Morris chassis and the construction of the bodies by the Engineer Mechanical."

Note.—This will cost Rs. 12,500. There is a balance of Rs. 4,210 on the vote G 11/1927 for Rs. 12,000 for ambulances. Supplemental provision of Rs. 8,290 is required.—(b) Recommended that two Morris ambulances be purchased to replace the two Ford ambulances which are worn out. (c) Recommended that supplemental provision of Rs. 8,290 be sanctioned.

(18) To consider—(a) An application from Mr. A. R. M. Razeen for water service to his new building situated in Macleod road, Wellawatta.—(a) Considered; (b) a plan and an estimate of Rs. 476 from the Acting Waterworks Engineer for extending the existing 3-inch diameter water main for a distance of 68 yards in the lane. The lane being a private lane, the application will have to be dealt with under Ordinance No. 9 of 1916. The applicant applies to pay the above amount by 18 equal monthly instalments with interest at the rate of 6 per cent. a year on the balance outstanding from time to time.

Note.—The Acting Waterworks Engineer recommends that the application be granted.—(b) Recommended.

(19) To consider report No. 850 of the Waterworks Engineer, dated September 3, 1928, stating that complaints have been received regarding water service to premises in Old Kolonnawa road and requesting permission to clean and relay the existing 3-inch diameter water main at a cost of Rs. 1,500.

Note.—Funds are available under vote K 21 (Improvements to Distribution mains).—Recommended.

(21) To consider—(a) An application from Mr. D. C. Weerawardene, for water service to his block of land situated in a private lane off 37th lane, Wellawatta.—(a) Considered; (b) a plan and an estimate of Rs. 1,491 from the Acting Waterworks Engineer for laying a 3-inch diameter water main for a distance of 183 lineal yards in the lane. The lane being a private lane, the application will have to be dealt with, under Ordinance No. 9 of 1916. The applicant, Mr. J. D. Brumpy Singho and Mr. H. G. Perera have expressed their willingness to contribute their shares as follows:—Mr. D. C. Weerawardene, Rs. 253.02 (Rs. 217.22 as proportion of cost of main and Rs. 35.80, the balance amount required to make up half the total cost of main); Mr. J. D. Brumpy Singho, Rs. 268.94; Mr. H. G. Perera, Rs. 223.55; total, Rs. 745.51.

Note.—The Acting Waterworks Engineer recommends the laying of the main on payment of the above sum of Rs. 745.51.—(b) Recommended.

(22) To consider—(a) An application from the Acting Waterworks Engineer, dated September 5, 1928, regarding his report on the private water supply of the Hotel Suisse, Kandy, requesting that he allowed to retain the whole fee of Rs. 300 as the work was done out of office hours.—(a) Considered; (b) a memorandum of the Chairman thereon.—(b) Recommended that the application be refused.

(24) To consider—(a) An application from Mr. N. E. de Costa, for water service to his block of land situated in a private lane off Thimbrigasyaya road, Wellawatta.—(a) Considered; (b) a plan and an estimate of Rs. 485 from the Acting Waterworks Engineer for laying a 3-inch diameter water main for a distance of 40 yards in the lane. The lane being a private lane, the application will have to be dealt with under Ordinance No. 9 of 1916. The under-mentioned property owners have expressed their willingness to contribute their proportions of cost as follows:—Mr. N. E. de Costa, Rs. 35.90; Mr. D. S. Opatha, Rs. 207.35; total, Rs. 243.25.

Note.—The Acting Waterworks Engineer recommends the laying of the main on payment of the above sum of Rs. 243.25.—(b) Recommended.

(25) With reference to the proposal for the erection of a market at the junction of Kolonnawa and Baseline roads to consider a memorandum of the Chairman, dated September 14, 1928, inquiring "shall we select site B, at an additional cost of Rs. 16,500, or let the whole question await a decision by Government about the widening."—Recommended that the site B be approved and that supplemental provision for Rs. 16,500 be sanctioned.

(26) To consider—(a) The quotations received for the supply of 1,416 yards of English Drill required for uniforms of Lady Inspector and Health Visitors, Public Health Department.—(a) Considered; (b) The recommendation of the Acting Medical Officer of Health (supported by the Municipal Treasurer) that the quotation of Messrs. Schofield Norton & Co., Manchester, for £67. 2s. 3d., F.O.B., London or Birkenhead, be accepted.

Note.—The cost will be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes when the material is drawn.—(a) Recommended.

Resolutions.

With regard to item No. 8, Mr. J. S. Collett moved that this Council does not approve the proposal to disfigure the streets, roads, and open spaces of the city by the erection of unsightly and dangerous overhead wires and equipment. Mr. T. C. Dyball seconded.

The Hon. Mr. N. H. M. Abdul Cader, Mr. W. E. V. de Rooy, and the Hon. Mr. C. H. Z. Fernando supported the motion.

Mr. S. W. R. Dias Bandaranayake moved, as an amendment, that the matter be referred to the Four Standing Committees (meeting together). Mr. J. S. Collett agreed to the amendment, which was seconded by the Chairman.

Mr. W. E. de Rooy, Dr. E. A. Coorey, and Dr. S. Muttiah opposed the amendment.

The Chairman explained that the recommendation of the Committees was based on grounds of economy, as the ratepayers of Colombo would ultimately have to provide the additional 26 lakhs that were stated to be required if all the mains were laid underground. Mr. S. W. R. Dias Bandaranayake stated that if the recommendation was based only on grounds of economy he withdrew his amendment. The motion of Mr. J. S. Collett was then put to the meeting and carried.

With regard to item No. 15, it was resolved, on the motion of the Chairman, that part (1) of the recommendation of the Standing Committees be referred back to the Committees.

With regard to part (2) (b) Dr. E. V. Ratnam moved that it be deleted. Dr. E. A. Coorey seconded. Mr. N. R. Blande spoke to the motion.

The Chairman suggested that, if the recommendation be not now approved, it should be referred back to the Works and Finance Committees.

Mr. S. W. R. Dias Bandaranayake suggested that the matter be referred to the Four Standing Committees (meeting together). Dr. E. V. Ratnam withdrew his motion. It was thereupon resolved that the matter be referred to the Four Standing Committees (meeting together).

With regard to item No. 17 (corresponding to item No. 11 of the extracts from the minute of the Standing Committee on Sanitation and Markets of September 17, 1928), it was resolved that the recommendation of the Standing Committees on Municipal Works and Finance be adopted.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted. It was resolved, on the motion of the Chairman, that the following item, which was received after the meeting of the Committees, and approved of in circulation by the members of the Committees, be sanctioned.

(27) To consider—(a) A report of the Works Engineer, dated September 19, 1928, with regard to an application to build tenements in No. 94, Sea street, recommending that the two corners, as shown in plan attached to papers, be rounded off; (b) a report of the Municipal Assessor valuing each corner, in extent 48.3, square feet, at Rs. 600; (c) a memorandum of the Chairman recommending that the proposal be adopted and that supplemental provision of Rs. 1,200 be passed.

Extracts from the Minutes of the Standing Committee on Finance of September 19, 1928.

(3) To consider an application from the Municipal Treasurer, dated September 10, 1928, recommending that additional appointments to the following branches of his department be made in order to cope with the increase in the ordinary routine duties:—

	A.S.K.	Division I. Clerk.	Division II. Clerk.	Office Boy.	Total Cost.
					Rs.
Revenue Branch	.. —	.. 1	.. 1	.. 1	1,620
Accounts Branch	.. —	.. 1	.. —	.. —	900
Stores Branch	.. 1	.. —	.. 1 (store clerk)	.. —	1,440
Internal Audit Branch	.. —	.. —	.. —	.. 1 (peon)	300
				Total	4,260

Recommended that the posts be created to be included in the Draft Budget for 1929.

(4) To consider the suggested rules by the Municipal Treasurer relating to the Passage Scheme.—Recommended that the rules be adopted (*vide* annexure D attached to these minutes).

(5) To consider—(a) A report of the Municipal Treasurer, dated September 14, 1928, forwarding amendments to the Municipal Council Pension Minute, in accordance with the amendments and additions to the Government Pension Minute, in order to give effect to the recent decisions to permit officers on retirement to partially commute their pensions and to pay death gratuities; (b) a memorandum of the Chairman.—Recommended (*vide* annexure A attached to these minutes).

(6) To consider a memorandum of the Municipal Treasurer, dated September 15, 1928, with regard to certain alterations to the Municipal Council Pension Minute, based on the Government amendments.—Recommended (*vide* annexure B attached to these minutes).

(7) With reference to the resolution of Council of March 7, 1928, sanctioning 9 months 28 days leave to Mr. O. T. F. Senaratne, to consider a memorandum of the Municipal Treasurer, dated September 15, 1928, recommending that leave be amended as follows:—(a) Vacation leave, 2 months 11 days; (b) half-pay leave commuted to full pay, 4 months 12 days; (c) half-pay leave on special grounds under rule 20, 2 months 7 days; total, 9 months.—Recommended.

(8) To consider an application from the Municipal Assessor for the provision of two additional binders to his Department on a salary of Rs. 360—12—600 a year owing to the increase of work.—Recommended that one additional post of binder be created.

(9) To consider—(a) An application from Mr. C. Stewart Orr, Municipal Assessor, for 10 months leave out of the Island, commencing from about November 21, 1928, as follows:—Vacation leave, 4 months 15 days; 5 months commuted half-pay, 2 months 15 days; 3 months half-pay, 3 months, total, 10 months; (b) a memorandum of the Municipal Treasurer.—Recommended.

(10) To consider—(a) A report of the Acting Medical Officer of Health, dated September 4, 1928, regarding the duties of the Matron of the Child Welfare Centre.—(a) Considered; (b) a memorandum of the Municipal Treasurer, recommending the following:—(1) The sanction of Council for payment of travelling allowance of Rs. 420 a year to Mrs. Raymond from May 1, 1928, until she is relieved from her duties, as Resident Health Visitor (Matron).—(b) (1) Recommended; (2) the creation of the post of Matron at Rs. 1,200 by Rs. 96 to Rs. 1,800, instead of that of Resident Health Visitor (Matron).

Travelling allowance to be Rs. 420 a year. Quarters to be charged at Rs. 72 a year. Lighting of quarters to be paid by Matron.—(2) Recommended that the post of Matron be created on a salary of Rs. 1,200 by 96 to Rs. 2,400 a year, with no travelling allowance. She should live at the Child Welfare Centre and pay 6 per cent. of her salary for quarters: the lighting of the quarters to be paid for by her. In the event of the successful candidate undergoing a course of training for one year in Public Health Nursing at the Bedford College for Women, University of London, at her expense, she is thereafter to be entitled to the following scale of salary Rs. 3,000 by 120 to Rs. 4,200 a year.

(11) To consider—(a) An application from Dr. S. D. Fernando, for the travelling allowance of Rs. 100 a month attached to the post of Assistant Medical Officer of Health (Child Welfare), while he is acting temporarily in that post.—(a) Considered; (b) the recommendation of the Medical Officer of Health that Dr. S. D. Fernando be paid the travelling allowance, as he is holding Ante-Natal Clinics once a week at each of the four dispensaries; (c) a memorandum thereon of the Municipal Treasurer.—(b) Recommended.

(12) To consider—(a) The applications from (1) Mrs. I. Ziessuess, Health Visitor, Public Health Department, for an advance of Rs. 300 in order to enable her to purchase a rickshaw for official duties.—(a) Considered, (1) recommended. (2) Mr. V. P. W. Goonewardene, Drainage, Sub-Inspector, for an advance of Rs. 300 in order to enable him to purchase a motor cycle for official duties; (b) the recommendation of the Municipal Treasurer that the advances be granted to be repaid in twelve equal monthly instalments together with interest at 5 per cent. a year on the balances outstanding from time to time.—(2) Recommended.

(13) To recommend that, under section 32 of the Municipal Council Leave Minute, three months' full pay leave be granted to Mr. A. T. Pollocks, Gas Inspector of the Municipal Engineer's Department, preparatory to his retirement from the Council's service.—Recommended.

(14) To recommend, under section 6 of the Municipal Council Leave Minute, the excess leave of 33 days over 42 days granted to Mr. M. de Fonseka, Clerk, Division I., Secretariat, owing to ill-health.—Recommended.

(15) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of further 9 days, making 25 days over 42 days granted to Pressman J. A. Perera of the Printing Department, owing to ill-health.—Recommended.

(16) To recommend, under section (iv.) (b) of rule 2 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 224.75 to M. Aloysius Perera, Peon, Municipal Treasurer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 87 months and his monthly pay of Rs. 31.—Recommended.

(17) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 371.45 to the widow of Savarimuttu, special cooly, Municipal Engineer's Department, who died on February 24, 1928. The gratuity is based on his service of 255 months and his average monthly pay of Rs. 26.22.—Recommended.

(18) To recommend, under section (iv.) (b) of Rule 2 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 123.25 to P. P. Perera, Peon, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 51 months and his salary of Rs. 29 a month.—Recommended.

(19) To consider an application from the Veterinary Surgeon for supplemental provision of Rs. 2,620, under vote E 20 "Capture of Dogs" owing to reasons stated in his application.—Recommended that supplemental provision of Rs. 1,000 be sanctioned to meet cost of three additional overseers and increase in fees to dog seizers from 75 cents to Re. 1 for each animal seized.

(20) To consider a report of the Municipal Treasurer, dated September 4, 1928, recommending that arrears of rates amounting to Rs. 35.74, as per list attached to his report, be written off (5 cases, 1 irrecoverable, and the other 4 on grounds of poverty).—Recommended.

(21) To consider seeking the authority of His Excellency the Governor in Executive Council, under section 153 (1) of Ordinance No. 6 of 1910, to sell outright, the following properties, vested in the Council, the owners having been given more than six months' notice to obtain a retransfer, in terms of the Council's resolution of August 4, 1926:—

List.—(1) No. 266/14, Gomes lane; (2) No. 896/491, Pamankada-Cotta road; (3) Nos. 1,073/562 and 1,074/561, Colombo-Galle road; (4) No. 679/737, Pamankada-Bambalapitiya road; (5) No. 2,416/20, Pickering's road; (6) No. 678/736, Pamankada-Bambalapitiya road; (7) Nos. 2,042 to 2,045/1-1B, Castle street; (8) No. 2,414/36, Avondale road; (9) No. 708A/83, new No. 18/2, Maligawatta*; (10), No. 55/8, Leechman lane; (11) No. 741/2, Messenger street; (12) No. 393/80A, Layards Broadway; (13) No. 1,340/24, New Moor street*; (14) No. 66/6, Temple road; (15) No. 1,734/7, Bloemendhal road; (16) No. 988-991/153A-153B, Grandpass road; (17) No. 990/118, Colpetty road.†—Recommended.

(22) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list (as per annexure C attached to these minutes) to the parties named, on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to item No. 3, Dr. E. A. Coorey moved that the recommendation of the Standing Committee be not adopted. Mr. M. L. M. Reyal seconded. Mr. N. R. Blande supported the recommendation of the Standing Committee.

The Chairman explained the position, and put the motion to the meeting, which was declared lost.

The Chairman formally moved that the recommendation of the Standing Committee be adopted. Mr. N. R. Blande seconded.—Carried.

With regard to item No. 4, Mr. Bandaranaike, in referring to rule 5 of the Passage Scheme, inquired whether the concession was restricted to the Members of the higher staff only. The Chairman stated that applications from the Members of the Subordinate Staff would be considered on their merits. It was resolved that the recommendation of the Standing Committee be adopted.

With regard to item No. 10 (corresponding to item No. 6 of the extracts from the minutes of the Standing Committee on Sanitation and Markets of September 17, 1928), Dr. E. A. Coorey opposed part (b) (2) of the recommendation.

The Chairman moved that the recommendation of the Finance Committee be adopted. Mr. N. R. Blande seconded.—Carried.

With regard to item No. 21 (corresponding to item No. 7 of the extracts from the minutes of the Standing Committee on Law and General Subjects of September 18, 1928), it was resolved, on the motion of the Chairman, that the recommendation of the Finance Committee be adopted, subject to the deletion of the following items for which the owners were taking steps to obtain retransfers:—Item (9) 708A/83, new No. 18/2, Maligawatta; item (13) No. 1,340/24, New Moor street.

* It is reported that owners are taking steps to obtain retransfers.

† Re item 17, papers having been received on the morning of September 19, 1928, were submitted to the Finance Committee only. They are being circulated to the Law Committee for approval.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted. It was resolved, on the motion of the Chairman, that the following item, which was received after the meeting of the Committee, and approved of in circulation by the members of the Committee, be sanctioned:—

(23) To consider a report of the Municipal Treasurer, dated September 20, 1928, recommending that the contract No. 2 of 1928, entered into with Mr. S. V. Visvalingam Palle be cancelled and determined, and that his security deposit of Rs. 100 be forfeited, in terms of clause 8 of the contract, as the contractor has repeatedly failed to make supplies since February, 1928, and consequently the articles in question are being purchased from outside.

Extract from the Minutes of the Special Meeting of Council in Committee of September 21, 1928.

(1) To consider letter No. 241/28, dated August 21, 1928, from the Hon. the Colonial Secretary, regarding the revision of the Municipal Councils' Ordinance, 1910.—Recommended:—(1) That this Council has no objection to being under the control of the Local Administration Department which should as recommended by the Donoughmore Commission, exercise the supervisory powers which are at present in the hands of the Governor in Executive Council; (2) that this Council does not consider the amendment of the Municipal Constitution should await the creation of such a Department as these supervisory powers can continue to be exercised by the Governor in Executive Council; (3) that the qualifications for electors and members should be the same as those recommended for the State Council, with the proviso that those eligible for membership should be resident within the Municipal area. The Council recommends, however, that women should be given the vote at the age of 21; (4) that a Council of 24 members will be sufficient; (5) that with a view to having a loyal and contented service, officers of the existing Council should be given the right, after the reforms, to retire on proportionate pension with compensation for loss of career, the option to retire being limited to a period of three years from the constitution of the new Council.

The Chairman, Mr. G. W. Dodds, Mr. A. H. F. Clarke, and Mr. J. S. Collett were of opinion that the option should be continuous.

(6) That the Constitution of the Colombo Municipality should be dealt with in a separate Bill, which should be introduced at the earliest possible opportunity.

Resolution.

With regard to item No. 1 (1), Dr. E. A. Coorey opposed the recommendation.

It was resolved, on the motion of the Chairman, that the recommendations of the Special Meeting of Council in Committee be adopted.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do resume. Dr. E. V. Ratnam seconded.—Carried

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, and of the Special Meeting of Council in Committee, subject to any amendments of such recommendations by the Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.

The Hon. Mr. C. H. Z. Fernando moved that the Chairman's motion should be amended by excluding therefrom item No. 4 of the extracts from the minutes of the Standing Committee on Finance of September 19, 1928, which should be circulated together with any papers on the Government Scheme. Mr. W. E. V. de Rooy seconded.—Carried.

11. The following documents were laid on the table:—

- (1) The quarterly report of the Medical Officer of Health for the 2nd quarter, 1928.
- (2) Statements of receipts and disbursements from January 1 to August 31, 1928, and progress reports showing expenditure for August, 1928.
- (3) Weekly statements *re* plague.
- (4) Attendance return of Committees of the Municipal Council for 1928.
- (5) C. L. I. Band Programme for October, 1928.
- (6) Return of average daily supply and consumption of water for August, 1928.
- (7) The Municipal Engineer's report for September, 1928, on the condition of tramway routes.
- (8) The Drainage Engineer's report on house drainage, No. 209 for August, 1928.
- (9) Diaries of the following officers for the month of September, 1928, with a statement of outdoor work done:—

Municipal Engineer's Department.—The Municipal Engineer; the Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Assistant Drainage Engineer; the Engineer, Roads; the Engineer, Sanitation; the Mechanical Engineer; the Engineer, House Drainage; the Engineer, Buildings (temporary); the Construction Engineer, Maintenance, Inspectors (three); and the Chief Playground Instructor (the Engineer, Buildings, is on leave).

Waterworks Department.—The Acting Waterworks Engineer and the Assistant Engineer. The Waterworks Engineer is on leave.

Public Health Department.—The Acting Medical Officer of Health, 2nd Assistant Medical Officer of Health, 3rd Assistant Medical Officer of Health, the Acting Medical Officer of Health (Child Welfare), up to September 26, and the Assistant Medical Officer of Health (Child Welfare), from September 27, and the City Microbiologist. The Medical Officer of Health is on leave.

Veterinary Department.—Veterinary Surgeon and Veterinary Inspectors (four).

Municipal Treasurer's Department.—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).

Municipal Assessor's Department.—The Municipal Assessor and the Assistant Municipal Assessor.

(10) Monthly reports of work done by the following officers for:—

- (a) The month of August, 1928—The Works Engineer; the Drainage Engineer; the Mechanical Engineer; the Engineer, Roads; the Engineer, Sanitation; and the Construction Engineer.
- (b) The month of September, 1928—The City Analyst and the City Microbiologist.

Confirmed on November 7, 1928:

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE A.

Existing Pension Minute.

Proposed Amendments to Pension Minute.

Insert new section 2a :—

2 A. (1) An officer to whom a pension or annuity is granted under these rules may, at his option, exercisable as hereinafter provided, be paid, in lieu of such pension, a pension at the rate of three-fourths of such pension, together with a gratuity equal to ten times the annual value of the reduction so made in the pension.

(2) The option referred to in sub-section (1) shall be exercisable—

(a) In the case of an officer who, if he had been retired on grounds of ill-health, on January 1, 1928, might have been granted a pension under these rules, not later than (insert here a date 6 months from date of *Gazette* notification).

(b) In the case of any other officer, within one month after the earliest date on which, if retired on grounds of ill-health, he might be awarded a pension or annuity under these rules, or not later than (insert here a date 6 months from date of *Gazette* notification), whichever shall be the later date for exercising the option.

Provided always—

(i.) That an officer who has previously had the opportunity of exercising the option, but has not done so and who is still in the service of the Council or in any other public service, may apply within one month of his subsequent marriage for permission to exercise the option, which permission may be granted at the Council's discretion after examination of the officer by a Medical Board ;

(ii.) That the date of the exercise of the option shall be deemed to be the date of the receipt of his written notification addressed to the Chairman ; or in any case falling under the preceding proviso, the date on which the Council grants permission to exercise the option ; and

(iii.) That, if an officer has exercised the option, his decision shall be irrevocable so far as concerns any pension ultimately to be granted to him under these rules.

(3) In the case of an officer who retired on or after January 1, 1928, and has died before (insert here a date 6 months from date of *Gazette* notification), without exercising the option, leaving a widow, or child, or children or a near relative or near relatives who may have been dependent upon him, the Council may direct that such officer shall be deemed to have exercised the option and may grant to the widow or to such person as it may approve for the benefit of dependants as aforesaid, a gratuity calculated in accordance with sub-section (1) of section 2A of these rules, less one quarter of the aggregate pension drawn or due to the officer up to the date of his death.

Provided that nothing in this sub-section shall prevent the Council from authorizing the payment of a death gratuity under sub-section (3) of section 2B of these rules instead of a gratuity under this sub-section, if it shall appear to the Council that such action is more favourable to the beneficiaries.

(4) Where a person is granted under these rules both a gratuity and a pension, the amount of such pension shall be deemed to be the amount of the unreduced pension which might have been granted if the option of commutation had not been exercised for the application of the proviso to sub-section (1) of section 18 to the calculation of the Council pension of a transferred officer.

(5) For the purposes of this section, the word "pension" is to be interpreted as including a retiring allowance grantable under section 21A.

Existing Pension Minute.

14. Should a Municipal Officer or servant to whom a pension has been awarded take salaried employment in any public or quasi-public Department either in this Colony or in any other part of His Majesty's dominions his pension shall cease to be paid whilst he is so employed, if the official income of his new office is equal to the salary of the appointment from which he retired. But if such official income is less than the salary of his last former office, then so much of his pension shall be paid as shall make up his income to the amount of the salary last drawn by him previously to his retirement.

On final retirement the original pension shall be payable irrespective of such additional pension as shall have been earned in respect of such re-employment, but subject nevertheless to a redistribution of the additional five years' commonly known as "climate allowance." In no case shall more than five years' climate allowance be granted to any one person.

14 A. No Municipal Officer or servant who is already in receipt of a pension, in the computation of which a climate bonus or an addition in respect of abolition of office shall have been taken into account, shall, in the computation of a pension which may be awarded to him, be entitled to the climate bonus referred to in rule 2, or the addition in respect of abolition of office referred to in rule 5 hereof.

Proposed Amendments to Pension Minute.

Insert new section 2b :—

2 B. (1) If an officer holding a pensionable post who has completed five years' public service (as defined in section 18 (2) and including any period of service on probation or agreement), has died on or after January 1, 1928, or shall die hereafter, while in the service of the Council, the Council may grant to such person as it may approve for the benefit of the dependants of the deceased officer a gratuity of an amount not exceeding one year's pensionable emoluments.

(2) In the case of an officer dying while seconded for service with the Council from any other public service, the Council may grant a death gratuity in the manner aforesaid. Should such officer be eligible for a gratuity under the Imperial Superannuation Acts, the higher of the two gratuities shall be payable by the Council.

(3) On the death of any person to whom a pension has been granted which has not been reduced under the provisions of section 2A of these rules, the Council may grant to such person as it may approve for the benefit of the dependants of the deceased pensioner a death gratuity not exceeding the sum, if any, by which the total of the aggregate pension drawn and due falls short of the death gratuity which would have been payable if the deceased pensioner had been in service at the date of his death.

14. (1) If any officer to whom a pension has been granted under these rules is appointed to another office in the service of the Council, or in any other public service, then during his tenure of such office so much only (if any) of his pension from the Council shall be paid to him per annum as, together with :—

- (a) The annual emoluments of such office ; and
- (b) Any annual amounts received on account of pension in respect of other public service ; and
- (c) Where the officer receives in respect of some period of public service both a gratuity and a pension, an annual amount equal to the difference between the reduced pension actually received and the full unreduced pension which he might have been granted, if he had not been granted both a gratuity and a pension.

make up an amount not greater than the annual salary of the appointment from which he retired.

Provided that—

- (i.) Where the officer retired or was transferred from the service of the Council prior to January 1, 1924, the salary of the appointment from which he retired shall, for the purpose of this section, be deemed to be the salary to which the salary last drawn by him would have been converted under the Salaries Scheme brought into force from January 1, 1924, had he been drawing it on that date ;
- (ii.) Where an officer, in whose case an abatement of pension falls to be made under this section, has been granted a pension or pensions in respect of other public service, the amount of the pension to be drawn from the funds of the Council shall be determined with due regard to the amount of any pension or pensions similarly to be drawn in respect of other public service ; and
- (iii.) Any bonus or temporary increase whether on pension or on the salary of the new office, granted in respect of the high cost of living, shall be added to such pension or salary, as the case may be, for the purpose of this section.

Existing Pension Minute.

Section 18 (1).

Section 26.—The following are the rates of exchange for payment of pensions in England :—

- (1) For officers and servants on sterling salary $\frac{1}{4}$ to the rupee.
- (2) For officers and servants on Rupee salary—
 - (a) If appointed not later than February 19, 1897, $1/10\frac{1}{2}$ to the rupee.
 - (b) If appointed after February 19, 1897, but not later than December 31, 1904, $\frac{1}{4}$ to the rupee.
 - (c) If appointed on or after January 1, 1905, $\frac{1}{4}$ to the rupee.

Section 31.—No pension granted under these rules shall be assignable or transferable.

Proposed Amendments to Pension Minute.

(2) If any officer's re-employment be with the Council, the original pension will be altogether cancelled if the officer on re-employment attains a rate of salary not less than that on which he first retired, and the ultimate pension will on final retirement be based on his final salary and the total length of his service as though the whole had been continuous, but if the salary received during the second period of service is less than that on which he first retired, the original pension will be revived on his ultimate retirement and a distinct pension will be grantable for the second period of service at the rate of $1/720$ th of his final salary for each month of such service, less any number of months that may have been previously added in respect of abolition of office, and without any addition for climate bonus already computed in the first pension.

(3) A re-employed officer shall be deemed to have exercised, or not to have exercised, in respect of his service subsequent to re-employment, the option provided for in section 2A of these rules, according as he exercised, or did not exercise, such option in respect of his previous service. Where a revised pension based on final salary and the total length of his service is calculated on his ultimate retirement, the gratuity to be paid on such ultimate retirement to an officer who has exercised his option in favour of a gratuity and reduced pension shall be reduced by the amount of the gratuity already paid; but if a distinct pension is granted to such an officer for the second period of service he will draw a separate and distinct gratuity and a reduced pension for the second period of service.

Section 18 (1).

Insert in brackets the words “ (see also section 2A (4)) ” at the end of sub-section (1).

New section 18a :—

18 A. (1) Whenever an officer entitled to a pension under these rules is also entitled to a pension or pensions in respect of other public service, he may be granted the full pension for which he is eligible in respect of his service with the Council, but no person may at any time draw from the funds of the Council an amount of pension which, when added to the amount of any pension or pensions drawn in respect of other public service, exceeds two-thirds of the highest pensionable emoluments drawn by such person at any time in the course of his service with the Council or in other public service; and in no case shall he be permitted to reckon service with the Council for a period that would make his total public employment in excess of forty years.

(2) In a case falling under the limitation laid down by sub-section (1) of this section, the amount of pension to be drawn from the funds of the Council shall be determined with due regard to the amount of any pension or pensions similarly to be drawn in respect of other public service (see also section 2A (4)).

Section 26 (i).—The following are the rates of exchange for payment of pensions in England :—

- (1) For officers and servants on sterling salary 1s. 4d. to the rupee.
- (2) For officers and servants on rupee salary—
 - (a) If appointed not later than February 19, 1897, 1s. 10 $\frac{1}{2}$ d. to the rupee.
 - (b) If appointed after February 19, 1897, but not later than December 31, 1904, 1s. 6d. to the rupee.
 - (c) If appointed on or after January 1, 1905, 1s. 4d. to the rupee.

Insert a new sub-section—

(ii.) Gratuities paid in part commutation of pensions are payable at the rates of exchange at which such pensions are payable. All other gratuities are payable at 1s. 4d. to the rupee.

No pension or gratuity granted under these rules shall be assignable or transferable.

Insert new section 35—

In any reference to “ Pension ” in these rules, the gratuity referred to in section 2A will also be considered as being included where applicable.

ANNEXURE B.

Existing Pension Minute.

Section 22.

Section 23.

(The existing section includes the amount of Rs. 100 a year.)

Proposed amendments to Pension Minute.

Section 22.

Proposed new sub-section (iii.).

(iii.) The above award shall be in addition to the pension or the retiring allowance, or gratuity, to which the injured man would be qualified by length of service. Provided that no award shall together with such pension, or retiring allowance exceed 50/60ths of his salary and emoluments at the date of the injury.

Old sub-section (iii.) to be renumbered sub-section (iv.).

Section 23.

Proposed amendment—

“Pension to widow not to exceed 10/60ths of the husband’s salary and emoluments, or Rs. 150 a year, whichever is greater.”

New Rule 23 A.

23 A. In a case falling under rule 22 or rule 23 of this Minute where a non-pensionable officer or daily-paid employee is injured or killed, the Council may, in lieu of the other benefits provided in these minutes, award compensation in accordance with the rates and principles set out in the schedule and table hereto subjoined provided that it shall appear to the Council that the grant of such compensation in lieu of other benefits is in the interests of the beneficiary or beneficiaries concerned :—

The Schedule.

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

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

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

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

C.—Where death results from the injury—

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

For the purpose of construing this schedule—

- (a) “Adult” and “minor” shall mean respectively, a person who is not, and a person who is, under the age of fifteen years.
- (b) “Permanent total disablement” shall mean such disablement of a permanent nature as incapacitates an officer or employee for all work which he was capable of performing at the time of the accident resulting in such disablement : Provided that permanent total disablement shall be deemed to result from the permanent total loss of the sight of both eyes or from any combination of injuries specified in the table where the aggregate percentage of the loss of earning capacity, as specified in that table against those injuries amounts to one hundred per cent.

Existing Pension Minute.

Proposed amendments to Pension Minute.

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

THE TABLE.

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

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

ANNEXURE C.

List referred to in Item regarding Reconveyance of Properties vested in Council.

Premises.	To be reconveyed to.	Sum paid. Rs. c.	Quarter up to which Payment is made.
(1) 2,719B/60A, Templer road (Registered No. 011,734)	Hakeem Alia Marikar Maesthriyar Srai Lebbe Marikar Veddaratchi	130 90 ..	2nd quarter, 1928
(2) 1,321/19, Mosque lane (Registered No. 011,736)	Dorai Lebbe Mohamed Sheriff of Mosque lane, Colpetty	292 50 ..	1st quarter, 1928
(3) 160/178, Colpetty road (Registered No. 011,735)	Eliza Alvis nee Felsingar	907 20 ..	1st quarter, 1928
(4) 343/21, Modelfarm road (Registered No. 011,793)	Kanethigodagamage John Perera and Magalage Eugene Perera	241 76 ..	1st quarter, 1928
(5) 310/1B and 311/1B, Princes gate (Registered No. 011,792)	Mohamed Haniffa Mohamed Sulaiman of Avenue View, Maradana in Colombo	847 58 ..	2nd quarter, 1928
(6) 2,448/63, Santiago street (Registered No. 011,794)	(1) Hondamunigey Davith Singho alias Hondamunigey Davith Fernando of Santiago road to an undivided $\frac{1}{3}$ share, (2) Hondamunigey Pemanis Sangadasa of Santiago street to an undivided $\frac{1}{10}$ share, (3) Hondamunigey Levinis de Silva of Santiago street to an undivided $\frac{1}{10}$ share, (4) Hondamunigey Wilson de Silva of Santiago street to an undivided $\frac{1}{10}$ share, (5) Hondamunigey Seelavathi of Santiago road to an undivided $\frac{1}{10}$ share, (6) Hondamunigey Wasanahamy of Santiago road to an undivided $\frac{1}{10}$ share	701 7 ..	1st quarter, 1928
(7) 2,388/107, Kotahena street (Registered No. 011,795)	Ranapuradewage Sedrick Fernando of Alfred place in Colombo	484 83 ..	2nd quarter, 1928
(8) 2,253/19G, Mayfield road (Registered No. 011,796)	Maduracharige Amaris Fernando to an undivided $\frac{1}{2}$ share, Maduracharige Sadrin Fernando to an undivided $\frac{1}{2}$ share, and Maduracharige William Fernando to an undivided $\frac{1}{4}$ share	302 78 ..	1st quarter, 1928
(9) 2,048/13A, Forbes road (Registered No. 011,798)	Kolenda Marikar Ahamadu Lebbe of Dematagoda and Kolenda Marikar Samsudeen of Yatiyantota	1,213 44 ..	2nd quarter, 1928
(10) 2,654/44, Pickerings road (Registered No. 011,797)	Hanwellage Dona Agnes Martha, wife of Gamage Simon Direckze	576 19 ..	1st quarter, 1928
(11) 499/12, Andival street (Registered No. 011,883)	Veerakathy Murugesu and Rajapillay, son of Ayamperunapillay	1,098 92 ..	2nd quarter, 1928
(12) 1,760A/46, Temple road (Registered No. 011,884)	Pakeer Tamby Mohamed Tamby to an undivided half and Pakeer Tamby Sinne Lebbe Marikar to an undivided half	86 66 ..	1st quarter, 1928

Premises.	To be reconveyed to.	Sum paid. Rs. c.	Quarter up to which Payment is made.
(13) 1,387/4-5, Dam street (Registered No. 011,885)	Ibrahim Lebbe Abdul Kudhoos of 3, Dam street in Colombo	3,481 67 ..	2nd quarter, 1928
(14) 241/60, Sea street (Registered No. 011,886)	Anthony Francis Jurie <i>alias</i> Anthony Jurie Francisco Pulle	2,832 57 ..	2nd quarter, 1928
(15) 1,301A/18, Mosque lane 11 (Registered No. 011,887)	Pakeer Mohideen Pathumma, wife of Noor Mohamed Kalan Kudiar to an undivided 4/24 shares, Mohamado Noor Satha to an undivided 1/2 share, Noor Mohamedo Kalan Kudiar to an undivided 5/24 shares, and Ummal Misbah to an undivided 1/3 share of the land marked "B" in plan. Saibo Doray Mohamed Gheath and Saibo Dorai Mohamed Rawoof to the land marked "A" in plan	649 87 ..	1st quarter, 1928
(16) 158 and 162/13-18, Sea-shore road (Registered No. 011,888)	Anthony Francis Jurie <i>alias</i> Anthony Jury Francisco Pulle	5,398 32 ..	1st quarter, 1928
(17) 1,310/37A-37E, Mosque lane 11. (Registered No. 011,889)	Wadooda Umma to an undivided 3/20th share, Mohamado Nakeen to an undivided 6/20th share and Awenna Othuman Mohideen to an undivided 11/20th share	1,526 50 ..	2nd quarter, 1928
(18) 4,304/78, New Fishers quarters (Registered No. 011,890)	Muhandiram Don Richard Jayatilleka of Jampettah street in Colombo	746 19 ..	2nd quarter, 1928
(19) 2,385/4, Pickerings road (Registered No. 001,891)	Sivagurunadir Veravathy Vallieatchi of Pickerings road in Colombo	227 57 ..	1st quarter, 1928
(20) 455/79, Chekku street (Registered No. 011,892)	Ratne Ammal, wife of Saptharishinatha Kurukkal of 42, Captain's Gardens in Colombo	1,111 4 ..	2nd quarter, 1928
(21) 596/63, Dam street (Registered No. 011,905)	Ahamado Lebbe Marikar Aisha Umma, widow of the late Nainde Marikar Mohamed Yoo-soof	1,591 90 ..	2nd quarter, 1928
(22) 757/110, Old Moor street (Registered No. 011,904)	(1) Ismail Lebbe Marikar Rahila Umma, widow of Noordeen Samsudeen to 2/64 shares, (2) Mohamed Mohideen Noorul Hidaayah to 31/64 shares, (3) Mohamed Mohideen Noorul Naleema to 31/64 shares	1,053 16 ..	2nd quarter, 1928
(23) 639/25, Peer Saibo's lane (Registered No. 011,903)	Abdul Rahaman Mohamed Thaheer	173 42 ..	1st quarter, 1928
(24) 859/76, New Moor street (Registered No. 011,902)	Pathuma Umma, wife of Avoo Lebbe Marikar Abdul Azeez and Kadija Umma, wife of Oduma Lebbe Abdul Majeed	640 57 ..	1st quarter, 1928
(25) 1,266/71-72, New Moor street (Registered No. 011,940)	(1) Ahamado Lebbe Jamaldeen Mohamed Ibrahim (2) Idroos Lebbe Marikar Mohamed Abdul Cader, (3) Sinne Lebbe Marikar Mahmood Hadjiar, (4) Suleima Lebbe Naina Marikar Hadjiar, (5) Ismail Lebbe Hadjiar Mohamed Usoof Alim, (6) Noordeen Hadjiar Abdul Caffoor, (7) Ahamado Lebbe Marikar Alim Uduma Lebbe Marikar Hadjiar, (8) Abdulla Alim Sathakathul Careem	485 30 ..	1st quarter, 1928
(26) 3,630/164 (1), Mutwal street (Registered No. 011,939)	Dewage Simeon Fernando to an undivided 1/2 share and Dewage Sessina Fernando to an undivided 1/2 share	264 84 ..	2nd quarter, 1928
(27) 1,506/8 and 9, Hudson's road (Registered No. 011,962)	Lankahaluge Christopher Fernando, Lankahaluge Agnes Fernando, Lankahaluge Clara Fernando, Lankahaluge Anthony Fernando, Lankahaluge Winifred Fernando, Lankahaluge Joseph Emmanuel Fernando, and Lankahaluge Stanislaus Fernando	725 26 ..	2nd quarter, 1928
(28) 328/167, Sea street (Registered No. 011,960)	Canagasabay Maha Rajah Ramlal Maha Rajah and Theivanaipille as trustee and wardens of the "Sevarajavenayagaswamy Covil" and "Swarnaivyravaswamy Covil," situated at Gintunpitiya street in Colombo and Chattiram or alms house attached thereto subject to life interest of Sivapragasa Amma	2,023 1 ..	2nd quarter, 1928
(29) 1,144/36, Tottewatta (Registered No. 011,966)	(1) Arachchige Anna Jane Fernando, (2) Wickramaratne Vidanelage John Reginald Fernando, (3) Wickramaratne Vidanelage Letitia Mary Agnes Fernando, (4) Wickramaratne Vidanelage Edith Stella Fernando, (5) Wickramaratne Vidanelage Anna Mildred Fernando	322 57 ..	2nd quarter, 1928
(30) 3,665/31 (1-2), Modera street (Registered No. 011,965)	Bibisak Umma and Said Umma Mohammado	368 82 ..	1st quarter, 1928
(31) 613/18-19, Gintunpitiya street (Registered No. 011,963)	Canagasabay Maha Rajah Ramlal Maha Rajah and Theivanaipille as trustees and wardens of the "Sevarajavenayagaswamy Covil" and "Swarnaivyravaswamy Covil" situated at the Gintunpitiya street in Colombo and the Chattiram or alms house attached thereto subject to the life interest of Sivapragasa Ammal	2,046 71 ..	2nd quarter, 1928
(32) 2,002/1, 2,009/8c, Sutherland road (Registered No. 011,964)	Arisi Marikar Hadjiar Isadeen of Lyn Bank, Alston place, Slave Island, Colombo, as trustee of the Maradana Mosque, Maradana in Colombo	8,026 43 ..	2nd quarter, 1928

Premises.	To be reconveyed to.	Sum paid. Rs. c.	Quarter up to which Payment is made.
(33) 1,443/91, Madampitiya road (Registered No. 011,985)	K. A. Charles Perera to an undivided 2/7 share, B. A. Peter Perera to an undivided 2/7 share, B. A. Jane Perera to an undivided 1/7 share, K. A. Maria Perera to an undivided 2/7 share	429 63 ..	1st quarter, 1928
(34) 1,147/35B, Totewatta (Registered No. 012,017)	(1) Arachchige Anna Jane Gomes <i>alias</i> Fernando, (2) Arachchige Petermella Gomes, (3) Arachchige Merl Mercy Gomes, (4) Arachchige Anilda Anna Erlene Gomes	479 78 ..	1st quarter, 1928
(35) 3,706/131, Modera street (Registered No. 012,008)	Ratnayakage Bibiyana Perera to an undivided 1/2 share and Cosmapatabendige Damian Dalpata to an undivided 1/2 share	204 89 ..	2nd quarter, 1928
(36) 4,322/60, New Fishers quarters (Registered No. 012,086)	(1) Itchanpulli Arachchige Manuel Fernando to an undivided 1/2 share, (2) Itchanpulli Arachchige Romanis Fernando and Itchanpulli Arachchige Eugene Fernando, each to an undivided 1/12 share, (3) Itchanpulli Arachchige Albina Fernando to an undivided 1/2 share	418 75 ..	2nd quarter, 1928
(37) 889-890-237, Dematagoda (Registered No. 012,087)	Mohamed Ismail Mohamed Mohideen, Mohamed Ismail Mohamed Kalid, and Mohamed Ismail Mohamed Naheem	1,076 55 ..	2nd quarter, 1928
(38) 1,601/9A and 1,602/9, Madampitiya road (Registered No. 012,122)	Dingatantrige Veronica Margaret Perera of Wattala in Ragam pattu of Alutkuru korale	553 33 ..	1st quarter, 1928

ANNEXURE D.

Colombo Municipal Council.

Passage Scheme.

1. Leave passages may be granted to officers of the Higher Staff of the Permanent Establishment, whose domicile is outside Ceylon, proceeding on leave out of the Island.

2. The wife and children (including unmarried dependent daughters, but not sons over eighteen years of age) may also be granted passages whether travelling with the officer or not. Provided that the passages so granted, including the officer's own passage, shall not be more than five full passages in all.

3. In the case of an officer or his family proceeding on leave before the expiration of four years' resident service from date of last return from leave, he will be required to bear a proportion of the cost of the passage based on the number of months he is short of the above-mentioned period.

Provided that in the case of an officer requesting passages for his wife and/or family before he himself proceeds on leave, the Council will bear the proportion of the cost of such passages from the date of his last return from leave up to the date of the departure of his wife and/or family. On the officer proceeding on leave himself a further proportion up to that date will be borne by the Council.

4. The wife and children of an officer—

- (a) returning after condemnation by a Medical Board;
- (b) dying in the service

may be granted passages.

5. In the case of officers proceeding on leave preparatory to retirement, free single passages will be given after a qualifying period of service of two years from date of return from last leave.

6. Study passages may be granted to officers on the Higher Staff of the Permanent Establishment, to enable them to acquire professional qualifications by a course of study in the United Kingdom or elsewhere. Officers who are granted this privilege by the Council will not be entitled to free railway tickets for themselves during a period of four years from the date of their return from leave.

7. First class passages will be provided for officers whose salary is Rs. 9,000 a year or over. Second class passages will be provided for all other officers.

8. The expressions first class and second class refer to passage by non-mail steamer. Second class by mail steamer will be regarded as equivalent to first class by non-mail. The Chairman shall from time to time fix an amount which shall be deemed to be the cost of a Council passage in either class.

9. An officer or his family—

- (a) travelling by other than the cheapest route;
- (b) using other than the cheapest accommodation

may receive assistance not exceeding the cost of a Council passage.

10. Leave passages will ordinarily be granted only to the officer's home or to the home of his wife. The destination to which passages may be granted to officers proceeding to the United Kingdom will be London, and in the case of other countries such port as the Chairman may decide.

11. The extra cost of providing two single passages instead of a return passage must be borne by the officer concerned.

12. All passages must be booked through the Municipal Treasurer, except in the case of officers who elect to travel on steamship lines with which the Council has no agreement. In these cases officers will submit the tickets or receipts for inspection by the Treasurer.

13. The "cost of a passage" means the actual sum paid or the sum fixed under paragraph nine—whichever is less.

14. All applications for passages must be made to the Treasurer in the prescribed form supported by necessary documents.

15. No application for an officer's own leave passage can be considered until the leave has been sanctioned.

16. Officers applying for study passages will be required to state the course of study which they intend to pursue and on their return will be required to produce to the Chairman a certificate from the Head of their Department that such course of study was followed with satisfactory results.

17. The unused portion of any ticket must be surrendered to the Treasurer.

Summary of Income and Expenditure from January 1 to September 30, 1928.

HEAD OF INCOME.	Estimated Income for 1928, as per Budget.		Income from January 1 to August 31, 1928.		Income for September, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Taxes	240,250	0	72,244	5	1,944	0	74,188	5
B.—Licences	277,700	0	381,994	44	9,268	5	391,262	49
C.—Judicial fines	95,000	0	67,974	81	8,618	11	76,592	92
D.—Tolls	142,000	0	105,772	49	1,670	84	107,443	33
E.—Markets	146,200	0	103,070	6	13,531	5	116,601	11
F.—Slaughter-house	66,000	0	50,171	57	5,754	67	55,926	24
G.—Conservancy	9,500	0	6,395	57	1,403	94	7,799	51
H.—Cattle Mart and Quarantine Station	72,500	0	55,065	98	5,964	51	61,030	49
I.—Consolidated rate	3,450,000	0	2,609,350	77	287,632	43	2,896,983	20
K.—Water	941,000	0	702,562	27	47,345	30	749,907	57
L.—Rents	88,850	0	54,006	40	8,031	96	62,038	36
M.—Miscellaneous	1,582,400	0	685,451	32	43,579	4	729,030	36
Total	7,111,400	0	4,894,059	73	434,743	90	5,328,803	63

HEAD OF EXPENDITURE.	Estimated Expenditure for 1928, including Supplementary Votes and unspent Balances at 31-12-27 brought forward.		Expenditure from January 1 to August 31, 1928.		Expenditure for September, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Non-effective charges	882,197	0	469,118	58	11,614	46	480,733	4
B.—Chairman	42,850	25	31,524	58	3,035	38	34,559	96
C.—Secretariat	118,448	69	76,107	69	7,504	19	83,611	88
D.—Treasurer's Department	320,064	0	187,707	25	27,250	16	214,957	41
E.—Veterinary Department	230,111	0	144,105	10	24,882	66	168,987	76
F.—Municipal Court	30,944	0	20,186	25	2,502	13	22,688	38
G.—Fire Brigade and Ambulances	109,007	25	69,760	55	4,914	72	74,675	27
H.—Public Health Department	518,945	0	305,858	12	40,019	81	345,877	93
I.—Engineer's Department	5,962,677	92	2,470,519	76	299,470	37	2,769,990	13
K.—Waterworks Department	579,380	79	331,487	14	22,213	51	353,700	65
L.—Assessing Department	115,072	0	63,341	58	8,710	15	72,051	73
M.—Public Library	20,223	0	8,818	18	1,170	52	9,988	70
N.—New Town Hall (capital expenditure)	159,445	0	151,691	55	4,813	5	156,504	60
Excess of income over expenditure carried to Balance Sheet	—	—	—	—	—	—	4,788,327	44
Total	9,089,365	90	4,330,226	33	458,101	11	5,328,803	63

The Town Hall,
Colombo, October 15, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works, September 30, 1928.

HEAD OF RECEIPT.	Receipts to December 31, 1927.		Receipts to September 30, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works :—						
(a) Loan funds	3,000,000	0	—	—	3,000,000	0
(b) Revenue contributions	476,673	19	77,790	68	554,463	87
2. Colombo Drainage Works :—						
(a) Loan funds	11,072,980	0	—	—	11,072,980	0
(b) Grant in aid	7,100,000	0	—	—	7,100,000	0
(c) Revenue contributions	777,760	11	99,786	14	877,546	25
3. Amount received on realization of sinking funds investment and interest thereon*	2,105,978	39	—	—	2,105,978	39
4. Town Hall at Victoria Park :—						
Revenue contributions	112,083	31	182,407	16	294,490	47
Total	24,645,475	0	359,983	98	25,005,458	98

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid and revenue contributions ; (2) raising of Labugama Reservoir dam ; (3) construction of Town Hall at Victoria Park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1927.		Payments to September 30, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works	3,554,463	87	3,476,673	19	77,790	68	3,554,463	87
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	1,007,706	17	907,275	12	100,431	5	1,007,706	17
(c) Public lavatories and house connections	705,252	10	705,897	1	644	91	705,252	10
3. Raising of Labugama Reservoir dam	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria Park	1,606,598	61	1,405,771	80	182,407	16	1,588,178	96
Total	25,023,878	63	24,645,475	0	359,983	98	25,005,458	98

The Town Hall,
Colombo, October 15, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, September 30, 1928.

LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.	
1. Loans outstanding :—						1. Capital expenditure :—						
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0				(a) Duplication of 30-inch water main and filtration works ..	3,554,463	87				
Less redemption of loan ..	227,106	59				(b) Colombo Drainage Works :—						
				2,772,893	41	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12				
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0			(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	1,007,706	17					
Less redemption of loan ..	838,249	1			(3) Public lavatories and house connections ..	705,252	10					
				10,234,730	99	(c) Raising of Labugama Reservoir dam ..	319,293	76				
2. Grant in aid :—					(d) Town Hall at Victoria Park ..	1,588,178	96					
Government of Ceylon, Colombo Drainage Works ..	—		7,100,000	0	(e) Child Welfare Centre :—							
3. Sinking Fund Suspense Account :—					(1) Land ..	52,500	0					
(a) Waterworks loan ..	227,106	59			(2) Buildings ..	84,416	86			25,142,375	84	
(b) Colombo Drainage Works loan ..	838,249	1										
				1,065,355	60	2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—			7,559	41	
4. Permanent works executed out of revenue :—					3. Trunk Road Improvements ..	—				—		
(a) Waterworks ..	554,463	87			4. Advance accounts :—							
(b) Colombo Drainage Works (extensions to scheme) ..	877,546	25			(a) Miscellaneous ..	5,018	52					
(c) Town Hall at Victoria Park ..	294,490	47			(b) Municipal quarries ..	7,817	83					
				1,726,500	59	(c) Works pending recovery ..	9,660	37				
5. Amount received on realization of sinking funds investment and interest thereon ..	—			2,105,978	39	(d) Making articles for stock ..	14,386	41		36,883	13	
6. Insurance Fund and interest thereon ..	—			18,177	80	5. Sundry debtors ..	—			172	28	
7. Child Welfare Centre :—					6. Expenditure on laying water mains in private streets Less recoveries from land owners ..	134,748	42			98,202	63	
(a) Contribution from War Memorial Fund and interest ..	94,265	80								36,545	79	
(b) Revenue contributions ..	54,506	86			7. Expenditure on aided house drainage ..	237,156	14			118,238	33	
				148,772	66	Less recoveries from owners ..	118,238	33			118,917	81
8. Pettah Library Bequest and interest thereon ..	—			3,567	0							
9. Deposits :—					8. Stores on hand :—							
(a) Pending execution of works ..	55,867	75			(a) General ..	540,709	10					
(b) Miscellaneous ..	146,331	1			(b) Waterworks ..	296,559	84			837,268	94	
				202,198	76							
10. Securities :—					9. Investments :—							
(a) Tenders ..	6,595	0			Ceylon Government 4 per cent. inscribed stock ..	930	0					
(b) Contractors ..	21,259	56			Ceylon Savings Bank ..	7,448	19					
(c) Water supply to shipping ..	35,000	0			Fixed deposit at :—							
(d) Municipal Council officials ..	38,174	84			Mercantile Bank of India ..	500	0					
(e) Lands ..	20,219	46			National Bank of India ..	10,000	0					
(f) Miscellaneous ..	65,933	22			Chartered Bank of India, Australia, and China ..	9,000	0					
(g) Upkeep of graves ..	2,565	0			Imperial Bank of India ..	1,307,385	0			1,335,263	19	
(h) Public Library ..	2,681	50										
				192,428	58							
11. Gratuities to minors held in trust ..	—			3,516	44	10. Cash :—						
12. Suspense account ..	—			592	56	(a) At Imperial Bank of India on current account ..	142,196	13				
13. Receipts in advance ..	—			11,018	89	(b) In hand :—						
14. Sundry Creditors ..	—			—		(1) With shroff, Municipal Council ..	1,350	0				
15. Excess of assets over liabilities :—					(2) With Municipal Council officials ..	360	0					
(a) Brought forward from 1927 ..	1,532,686	16			(3) With Medical Officer, Infectious Diseases Hospital ..	1	50			143,907	63	
(b) Excess of income over expenditure up to September 30, 1928, as per statement of income and expenditure ..	540,476	19										
				2,073,162	35							
Total ..				27,658,894	2	Total ..				27,658,894	2	

The Town Hall,
Colombo, October 15, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Election of a Member, Urban District Council, Dehiwala-Mount Lavinia.

IT is hereby notified under section 31 (2) of "The Local Government Ordinance, No. 11 of 1920," that the following candidate has been elected a member of the Dehiwala-Mount Lavinia Urban District Council, for the years 1929, 1930, and 1931 :—

Division No. 2.—Kalubowila : Mr. D. R. de S. Abhayanayake.

D. B. SENEVIRATNE,
Additional Assistant Government Agent.

The Kachcheri,
Colombo, November 17, 1928.

Election of Members, Urban District Council, Kalutara.

IT is hereby notified under section 31 (3) of "The Local Government Ordinance, No. 11 of 1920," that the following candidates have been declared elected as members of the Kalutara Urban District Council, for the years 1929, 1930, and 1931 by a majority of votes :—

Division No. 6 : Mr. J. E. E. Orr.

Division No. 7 : Mr. M. F. P. Gunaratne.

Division No. 8 : Mr. Arnold Goonewardene.

K. T. S. GURUSINHA,
Additional Assistant Government Agent.

November 15, 1928.

Rates and Taxes for 1929.

IT is hereby notified that the Kalutara Urban District Council has, in terms of the above Ordinance, imposed for the year 1929, the following rates and taxes, being the same as in force during the preceding year, within the administrative limits of the Kalutara Urban District Council, subject to the provisions of the aforesaid Ordinance.

Under section 171 (1) (a) : A rate of 8 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 February 28, 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 of whatever description ..	2 0
For every jinrickshaw ..	2 0
For every bicycle or tricycle ..	1 0
For every horse, pony, or mule ..	2 50

OLIVER G. D'ALWIS,
Chairman, Urban District Council.

Office of the Urban District Council,
Kalutara, November 20, 1928.

Special Water-Rate, Matale Urban District Council.

IT is hereby notified that the Matale Urban District Council has, in terms of section 141 of "The Local Government Ordinance, No. 11 of 1920," with the sanction of the Local Government Board, imposed for the year 1929, within the area situated within the administrative limits of the Matale Urban District Council, a special water-rate of 4 per centum, payable on March 31, June 30, September 30, and December 31, for the quarter ending on the said days

respectively, on the annual value of all immovable property situated within such area, save and except such immovable properties as are described in the schedule hereto.

R. N. THAINE,
President, Local Government Board.
The Kachcheri,
Colombo, November 14, 1928.

SCHEDULE.

Properties bearing assessment Nos. 18 to 75 in Nagolla road.

Properties bearing assessment Nos. 20 to 246, 264A, 264B, 264C in Hulangamuwa road.

Properties bearing assessment Nos. 3 to 24 in Rattota road.

Properties bearing assessment Nos. 2 to 57 in Moysey crescent road.

Properties bearing assessment Nos. 289, 290, 292 to 297, 335, 467 to 475, 477 to 490, 710 in Trincomalee street.

Properties bearing assessment Nos. 49 to 52, 54 to 56, 79A, 117, 118A, 118B, 127 in King street.

Properties bearing assessment Nos. 31 and 32 in Esplanade road.

Properties bearing assessment Nos. 29 to 43, 46 to 59, 62, 63, and 66 to 83 in Pannagama Pansala road.

Properties bearing assessment Nos. 67A, 70 to 91 in Haragama road.

Properties bearing assessment Nos. 12 to 18 in Harrison-Jones road.

Properties bearing assessment Nos. 31 to 37 in Dole road.

Properties bearing assessment Nos. 17 and 23 in Muhandiram road.

Properties bearing assessment Nos. 33 and 34 in Agalawatta road.

Property bearing assessment No. 2A in Kachcheri road.

Property bearing assessment No. 8 in Mahadawatta road.

All properties in Godapola-Gongawela road.

All properties in Tharalanda path.

All properties in Agalawatta village road.

All properties in Kumbiyangoda road.

All properties in Dodandeniya-Hulangamuwa road.

All properties in Nagolla village road.

Matara Urban District Council Elections, 1928.

IT is hereby notified under section 31 (2) of the above-mentioned Ordinance, that the following candidates have been duly elected members of the Matara Urban District Council, for the years 1929, 1930, and 1931 :—

Division No. 1 : Mr. Wilfred Gunasekera.

Division No. 2 : Mr. G. P. Keunaman.

Division No. 3 : Mr. R. B. Gooneratne.

Division No. 4 : Mr. George Weeratunga.

Division No. 5 : Mr. Wilmot Balasuriya.

Division No. 6 : Mr. Samson Dias.

M. K. T. SANDYS,
The Kachcheri, Assistant Government Agent.
Matara, November 19, 1928.

The Jaffna Urban District Council Elections.

IT is hereby notified under section 31 (3) of "The Local Government Ordinance, No. 11 of 1920," that the following candidates have been declared elected as members of the Jaffna Urban District Council, for the years 1929, 1930, and 1931, by a majority of votes :—

Division No. 3 : Mr. Chelliah Somasegaram.

Division No. 4 : Mr. Casipillai Arulampalam.

Division No. 5 : Mr. Kathiravelu Somasundram.

Division No. 6 : Mr. Mutiah Asaippillai.

Division No. 8 : Mr. A. M. M. Abdulcader.

The Kachcheri, Jaffna, November 19, 1928. J. D. BROWN,
Government Agent.

No 18/ ✓
TRADE MARKS NOTICES.

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

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

(1) Trade Mark No. 4,398.

(2) Date of Receipt : August 16, 1928.

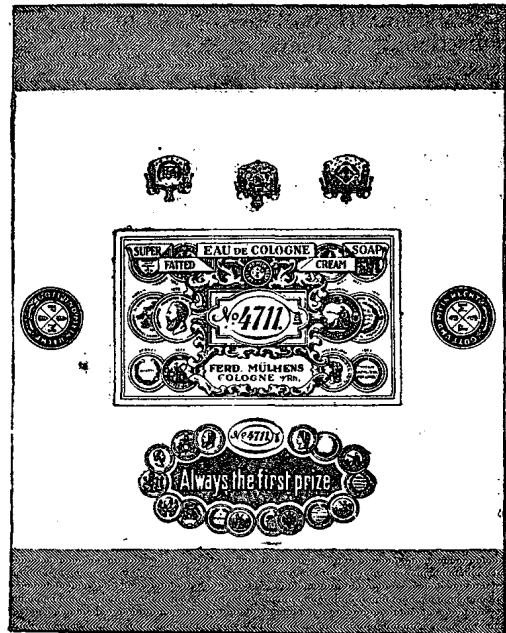
(3) Applicant (Proprietor of the Trade Mark) : PAUL PETER MULHENS, trading as EAU DE COLOGNE & PARFUMERIE FABRIK "GLOCKENGASSE No. 4711" GEGENUBER DER PFERDEPOST VON FERD. MULHENS, Glockengasse No. 22-28, Cologne on the Rhine, Germany; Manufacturing Works for Perfumes and Soaps.

(4) Address for service in the Island : Remfry & Son, C/o "The Ceylon Daily News," No. 28, Baillie street, Colombo.

(5) Class : 47.

(6) Goods : Candles, common soap, detergents, illuminating, heating, or lubricating oils; matvhes, and starch, blue, and other preparations for laundry purposes.

(7) Representation of the Trade Mark :



The name of the goods appearing on the mark varies.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, November 21, 1928. Registrar of Trade Marks.

No 18/ ✓
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. 4,421.

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

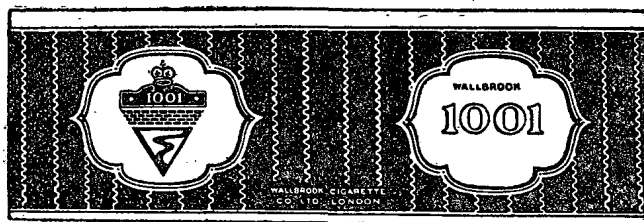
(3) Applicant (Proprietor of the Trade Mark) : WALLBROOK CIGARETTE COMPANY, LIMITED (a Company incorporated under the English Companies' Acts), 7 and 8, Hill street, London E. C., England; Cigarette Manufacturers.

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

(5) Class : 45.

(6) Goods : Manufactured tobacco.

(7) Representation of the Trade Mark :



Registration of this Trade Mark shall give no right to the exclusive use of the numerals "1001."

Registrar-General's Office,
Colombo, November 21, 1928.

G. FURSE ROBERTS,
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. 4,471.

(2) Date of Receipt : October 24, 1928.

(3) Applicant (Proprietor of the Trade Mark) : N. V. PHILIPS' GLOEILAMPENFABRIEKEN (a Company duly organized under the laws of the Kingdom of the Netherlands), Eindhoven, Holland ; Manufacturers.

(4) Address for service in the Island : C/o Julius and Creasy, Prince street, Fort, Colombo.

(5) Class : 13.

(6) Goods : Ordinary and electric lamps.

(7) Representation of the Trade Mark :

ARLITA

Registrar-General's Office,
Colombo, November 21, 1928.

G. FURSE ROBERTS,
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. 4,474.

(2) Date of Receipt : October 24, 1928

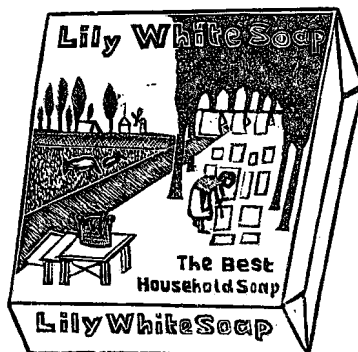
(3) Applicant (Proprietor of the Trade Mark) : MUTHUSAMY DORAI and MUTHUSAMY RAJAGOPAL, trading as "DORAI ARUL & CO.," 16, Keyzer street, Colombo ; General Merchants and Commission Agents.

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

(5) Class : 47.

(6) Goods : Household soap.

(7) Representation of the Trade Mark :



Registrar-General's Office,
Colombo, November 14, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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

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

(1) Trade Mark No. 4,476.

(2) Date of Receipt : October 30, 1928.

(3) Applicant (Proprietor of the Trade Mark) : LEE HEDGES AND COMPANY, LIMITED (a Company duly registered under the Ceylon Joint Stock Companies' Ordinances), Hedges building, Colpetty, Colombo, Ceylon ; Merchants.

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

(5) Class : 42.

(6) Goods : Tea.

(7) Representation of the Trade Mark :

EDINA

G. FURSE ROBERTS,
Registrar of Trade Marks.
Registrar-General's Office,
Colombo, November 21, 1928.

ROAD COMMITTEE NOTICES.

Vellaioya-Shanon Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1929, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 8, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 418·00
Private contributions	..	Rs. 1,960·00

1st to 4th section, 131 chains 20 lines.

Proprietors or Agents.	Estates.	Acreage.
Eastern Produce and Estates Co., Ltd. (C. G. Spiller)	Vellaioya	965
Mrs. C. Sipton (L. H. Tosswill)	Agraoya	438
St. Heliers Tea Co., Ltd. (A. T. Garden)	St. Heliers	330

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, November 12, 1928.

Aluwihare-Dullewe Gap Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1929; the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 8, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions, viz. :—

Maintenance, 1928-29.

Government contribution	..	Rs. 1,606·00
Private contributions	..	Rs. 1,959·74

1st to 3rd section, 2 miles 44 chains.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Eastern Produce and Estates Co., Ltd. (E. R. N. Godfrey)	Matale West	1,220	1,406 50
Rosehaugh Co., Ltd. (Harold Vickers)	Beredewella	344	198 25
J. B. Tennant (J. F. W. Brockman)	Polwatta and Glenury	297	171 16
O. H. Goonasekera	Dullawe	99	57 5
C. Ariya-Nayagam	Ratninde	100	86 44
Do.	Dullewa	70	40 34
	Total		1,959 74

And at the same time and place the Committee will take evidence if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, November 12, 1928.

Kandenewera-Wariapolla Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1929, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 8, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government contribution	..	Rs. 4,440·00
Private contributions	..	Rs. 8,221·06

1st and 2nd sections, 1 mile 66 chains.

Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (J. A. M. Bond)	Wariapolla	971
Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisia	409

3rd section, 46 chains.

Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisia	409

4th and 5th sections, 2 miles.

Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisia	409
The Bandarapola Ceylon Company Ltd. (John Henry)	Godapola	454
Do.	Karagahalanda	104

6th section, 28 chains.

Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
The Bandarapola Ceylon Company, Ltd. (John Henry)	Karagahalanda	104

7th section, 40 chains.

Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
The Bandarapola Ceylon Company, Ltd. (John Henry)	Karagahalanda	104

8th and 9th sections, 1 mile 40 chains.

Wariapolla Estates Co., Ltd. (M. C. Evans)	Kandenewera	937
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And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, November 12, 1928.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1929, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 8, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

Government contribution .. Rs. 2,720.00
Private contribution .. Rs. 3,128.00

1st to 2nd section, 2 miles.

Proprietors or Agents.	Estates.	Acreage.
K. B., L. B., and R. B. Girihagama	Uplands	50

1st to 3rd section, 3 miles.

T. A. Mendis	Gallannawatte	42
Kalu Duraya	Gallannawatte and Walatenna	52

1st to 4th section, 4 miles.

J. Ferguson	Maousawa	153
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1st to 5th section, 5 miles.

E. H. Wijenaik	Lilly Valley	69
D. Kimber	Pathirade	269
F. C. Theobald	Maylene	140

1st to 6th section, 5 miles 29 chains and 36 feet.

H. A. McMullin	Tipperary, Fernhill, Dangolla, and Nova Zembla	282
K. M. A. Abdul Cader Lebbe	Ginigathelewatta	83
F. W. de Vos	St. Anthony	25
L. W. A. de Soysa	Bokkawela	107
J. Ferguson	Morankande	1,580

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman,
Kandy, November 12, 1928.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 3,660) of the private contribution on the estimate for the maintenance of the road for the twelve months ending September 30, 1929:—

(Government moiety, Rs. 1,650.)

First section, 1 mile.

Government contribution .. Rs. 216.38
Private contribution .. Rs. 472.13
Rs. 688.51

Total acreage, 1,238—Rate per acre, .3813c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (A. Hudson)	Vedehetta	902	343 99
A. P. D. T. Ponnampalam-pillai and partners	Erin	336	128 14
			<u>472 13</u>

Second section, 1 mile.

Government contribution .. Rs. 216.38
Private contribution .. Rs. 472.13
Rs. 688.51

Total acreage, 1,238—Rate per acre, .3813c.

Galaha Ceylon Tea Estates and Agency Co. (A. Hudson)	Vedehetta	902	343 99
A. P. D. T. Ponnampalam-pillai and partners	Erin	336	128 14
			<u>472 13</u>

Third section, 1 mile.

Government contribution .. Rs. 216.38
Private contribution .. Rs. 472.13
Rs. 688.51

Total acreage, 336.

A. P. D. T. Ponnampalam-pillai and partners	Erin	336	472 13
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Fourth section, 1st half mile.

Government contribution .. Rs. 108.19
Private contribution .. Rs. 236.07
Rs. 344.26

Total acreage, 336.

A. P. D. T. Ponnampalam-pillai and partners	Erin	336	236 7
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Fourth section, 2nd half mile.

Government contribution .. Rs. 108.19
Private contribution .. Rs. 236.07
Rs. 344.26

Total acreage, 2,396.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	236 7
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Fifth section, 1 mile.

Government contribution .. Rs. 216.38
Private contribution .. Rs. 472.13
Rs. 688.51

Total acreage, 2,396.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	472 13
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Sixth section, 1 mile.

Government contribution .. Rs. 216.38
Private contribution .. Rs. 472.13
Rs. 688.51

Total acreage, 2,821—Rate per acre, 1673c.

Proprietors or Agents.	Estates.	Acreage	Assessment. Rs. c.
Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	401 0
Cumberbatch & Co. (G. C. Colling)	New Forest	425	71 13
			472 13

Seventh section, 1 mile.

Government contribution	Rs. 216 38
Private contribution	Rs. 472 13
	Rs. 688 51

Total acreage, 4,649—Rate per acre, 1015c.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	243 30
Cumberbatch & Co. (G. C. Colling)	New Forest	425	43 17
Ceylon Amalgamated Tea Co. (C. Gibbon)	Yarrow Group	478	48 55
Lipton, Limited (L. E. Halliday)	Pooprassie Group	1,350	137 11
			472 13

Eighth section, ½ mile.

Government contribution	Rs. 135 34
Private contribution	Rs. 295 08
	Rs. 430 42

Total acreage, 4,649—Rate per acre, 0634c.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	152 0
Cumberbatch & Co. (G. C. Colling)	New Forest	425	27 0
Ceylon Amalgamated Tea Co. (C. Gibbon)	Yarrow Group	478	30 39
Lipton, Limited (L. E. Haliday)	Pooprassie Group	1,350	85 69
			295 8

Abstract.

	Rs. c.		Rs. c.
Vedehetta	687 98	Pooprassie	222 80
Erin	964 48	Binna	60 0
Le Vallon	1,504 50		
New Forest	141 30		3,660 0
Yarrow	78 94		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. G. C. Colling, New Forest Estate), on or before December 31, 1928.

Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, November 19, 1928.

European Member, District Road Committee, Hambantota.

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861 all persons intending to offer themselves as candidates for the office of European Member of the District Road Committee of Hambantota for the years 1928, 1929, and 1930, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Southern Province at least 10 days before the day of election.

The election will be held on December 3, 1928, at 10 A.M., at the Hambantota Kacheheri.

Road Committee Office,
Galle, November 12, 1928.

J. C. JANSZ,
for Chairman.

Bowatta-Molaeliya Estate Road.

THE report of the Local Committee on the Bowatta-Molaeliya estate road having been received, notice is hereby given that in accordance with the provisions of "The Estate Roads Ordinance, 1902," the Provincial Road Committee will on December 8, 1928, at 11 A.M., at the Office of the Government Agent, Kurunegala, after hearing objections, if any, adopt, alter, modify, or confirm such report, and proceed to assess in the manner prescribed the proportion due by each estate on account of the cost of construction of the above road.

The Local Committee have recommended that the following estates should be assessed for the sections and on the acreage stated opposite to each.

Government contribution	Rs. 71,666 66
Private contribution	Rs. 143,333 34
Cost of survey of the road	Rs. 1,873 96
	Rs. 145,207 30

1st section, ½ mile.

Proprietors or Agents.	Estates.	Acreage.
Mr. C. F. de Mel	Hondiapola	145
Ramasamy Chetty	Olupeliyawewatta	215
V. Sinnathamby	Dangashenewatta	80
Mrs. Mathayes de Mel	Kolamunuoeyewatta	133
Mrs. Chas. A. M. de Silva	Carlmanawatta	133
Mr. W. K. J. Z. Fernando	Hiripokuna and Karambe	1,425
Mr. C. F. de Mel	Gurumudenne	110
Mr. J. D. Anthoni Appuhamy	Pahala Malattawawatta	90
Mrs. Mathayes de Mel	Anumetigamawatta	68
Mutuvelu Chetty	Hindagaswewawatta	140
Mr. W. S. Paes Fernando	Daminagahawatta	24
Mr. G. Robert de Soysa	Kiniyama	616
Mr. Julian Fernando	Wijekele	120
Vena Muna Mohideen Abdul Cader	Ambagahamulawatta alias Wilagawawatta	100
Mr. W. S. Paes Fernando	Siyambalagahamulawatta	65
Mr. W. Plasiyanu Fernando	Dangaswetiawatta	36
Ravana Mana Muna Soma-sundaram Chetty	Paralangawatta	41
Mr. W. Francis Fernando	Wilagawawatta	50
Mr. W. Manuel Fernando	Okarandamandiye-watta	20
Mr. W. Gabriel Fernando	Pilapitiyawatta	35
Mr. N. E. de Croos	Wewapaula Puchi-watta	75
Mr. H. L. De Mel	Andigedera	247
Mr. D. C. Wijewardana	Geekinigerdera	600
Don Sawriell Appu	Godakirillagahamulawatta	40
Mr. V. Sinnathamby	Othimukalana and Kongahawatta	230
Mr. John Fernando	Brahmanayagawatta	100
Appuhamy Arachchi and Gunarath Banda	Kiniyamawatta	20

1st to 2nd section, 1 mile.

Amarosige Pemiyanu Fernando	Ehetugahawatta	40
Mahatalge Egunu Fernando	Kongahawatta	50
Sebastian Henry Peter	do.	25
Mr. W. S. Migel Fernando	Bakmigahamulawatta	30
Mahaguruge Ponsiyanu Fernando	Kahatagahawatta	24
Pitigalage Juwan Curera and Clementu Curera	Dangahawatta	50
Mr. W. I. William Fernando	Nikayawatta and Kambiwatta	75
Mr. C. F. de Mel	Deduruoyawatta	660
M. Salis Perera	Siyambalagahawatta	30
Mr. T. D. Gabriel	Morawilawatta	20

Proprietors or Agents.	Estates.	Acreage.	Proprietors or Agents.	Estates.	Acreage.
Mr. L. H. Peter, N. P.	Dabuyayewatta	31	Mr. Charles Peiris	Wanchena	282
Kiri Banda Appuhamy, Arachchi	Brahmanayagama- watta	30	Dr. Karunaratna	Kansadaluwawatta	150
	1st to 3rd section, 1½ miles.		Dr. H. M. Peiris	Sylherm	200
Mr. D. A. T. Wijewardane	Maradapitiya and Sedawatta	150	Mrs. Deuron Abeyratna	Dangahawatta	35
	1st to 4th section, 2 miles.		Mr. L. H. Peter	Wewaihalawatta and Ehetugahawatta	185
Mr. H. L. De Mel	Maradawita Group	1,300	Mr. W. S. Lazarus Fernando	Tanahenketawewatta	40
	1st to 5th section, 2½ miles.			1st to 12 section, 6 miles.	
Mrs. H. J. Peiris.	Siyambalawewa	325	Messrs. Mackwoods, Ltd.	Mola Eliya	350
Mr. M. A. Arulanandan	Habawewa	118			
	1st to 6th section, 3 miles.				
Mr. D. C. Wijewardana	Welanda and Kon- gahawatta	60			
Mr. C. E. Goonaratna	Getaulawa	150			
	1st to 7th section, 3½ miles.				
Mr. Leo P. Fernando	Rambepitiya	75			
Kasturiratna Tennekoon					
Adicarige Don Marsa eenu Fernando	Kongahamulawatta	26			

R. H. D. MANDERS,
Provincial Road Committee's Office,
Kurunegala, November 6, 1928.

Mallawapitiya-Rambadagalla Road.

NOTICE is hereby given that the following gentlemen have been elected to act as members of the Local Committee, for the Mallawapitiya-Rambadagalla Branch Road under the Branch Roads Ordinance, No. 14 of 1896, for the term of two years, ending November 11, 1930.

Messrs. H. B. Paine (Chairman), B. H. C. Mendis, F. J. England, C. H. S. Syvret, F. N. Daniels.

W. ABEYAWARDANE,
Provincial Road Committee's Office,
Kurunegala, November 15, 1928.

PROCLAMATIONS BY THE GOVERNOR.

(Continued from page 3954.)

BY HIS EXCELLENCY THE GOVERNOR.

L 887/28

A PROCLAMATION.

H. J. STANLEY.

KNOW 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 forests, the limits whereof are specified in the schedules annexed, a village forest for the benefit of the village communities of Madaina, Welangolla, Marapahambiya, Kuratihena, Karavilahena, Polkumbura, Akurana Oratiyawa, Midellakadawara, and Welipitiya in Giratalane korale of the Dewamedhi hatpattu, Kurunegala District, North-Western Province.

Colombo, November 21, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GÓD SAVE THE KING.

SCHEDULE A.

The land commonly called or known as Ranawara-ote, situated in the village of Marapahambiya in Giratalane korale of the Dewamedhi hatpattu, Kurunegala District, North-Western Province, containing in extent 21 acres 3 roods and 10 perches, and shown as lot 2 in final village plan No. 1,812; and bounded as follows: on the north by Kolamunu-oya; on the east by Kolamunu-oya and lot 5 in final village plan No. 1,812; on the south by lots 7, 6, 5, 4, 3, 14, and 15 in final village plan No. 1,812; on the west by Mohataran-ela.

SCHEDULE B.

The land commonly called or known as Otekele, situated in the village of Marapahambiya in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 9 acres 2 roods and 6 perches, and shown as lot 8 in final village plan No. 1,812; and bounded as follows: on the north by Kolamunu-oya; on the east by the village limit of Polkumbura, final village plan No. 1,810; on the south by lots 10, 11, 12, and 5 in final village plan No. 1,812; on the west by Kolamunu-oya.

SCHEDULE C.

The land commonly called or known as Kurumbewellandehenyaya Amunawetiyahenyaya, situated in the village of Welipitiya in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 10 acres 3 roods and 11 perches, and shown as lot 55 in final village plan No. 1,813; and bounded as follows: on the north by lots 44, 47, 49, and 54 in final village plan No. 1,813; on the east by the village limit of Madaina, final village plan No. 1,809; on the south by Kolamunu-oya; on the west by the village limit of Akurana, final village plan No. 1,816.

SCHEDULE D.

The land commonly called or known as Otemukalana, situated in the village of Madaina in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 20 acres and 8 perches, and shown as lot 76 in final village plan No. 1,809; and bounded as follows: on the north by lots 73, 75, 78, and 79 in final village plan No. 1,809; on the east by lot 81 in final village plan No. 1,809; on the south by Kolamunu-oya; on the west by Kolamunu-oya and the village limit of Welipitiya, final village plan No. 1,813.

SCHEDULE E.

The land commonly called or known as Godakela, situated in the village of Madaina in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 1 rood and 30 perches, and shown as lot 84 in final village plan No. 1,809; and bounded as follows: on the west and north by lot 86 in final village plan No. 1,809; on the east and south by lot 81 in final village plan No. 1,809.

SCHEDULE F.

The land commonly called or known as Otemukalana, situated in the village of Madaina in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 6 acres 1 rood and 22 perches, and shown as lot 90 in final village plan No. 1,809; and bounded as follows: on the north by Gal-ela; on the east by Gal-ela and Kolamunu-oya; on the south by Kolamunu-oya; on the west by lots 81 and 89 in final village plan No. 1,809.

SCHEDULE G.

The land commonly called or known as Diurunkatuwemukalana, situated in the village of Madaina in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 2 acres 3 roods and 30 perches, and shown as lot 92 in final village plan No. 1,809; and bounded as follows: on the north by lot 50 in final village plan No. 1,809; on the east by the village limit of Hunnelembuwa, final village plan No. 1,804; on the south by Kolamunu-oya; on the west by Gal-ela.

SCHEDULE H.

The land commonly called or known as Keenakandawalagawahena, situated in the village of Midellakadawara in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 3 acres 3 roods and 27 perches, and shown as lot 1½ in final village plan No. 1,772; and bounded as follows: on the north by Kolamunu-oya and lot 2 in final village plan No. 1,772; on the east by lot 6 in final village plan No. 1,772; on the south by lots 6 and 7 (Peambiyagahamula-ela) in final village plan No. 1,772; on the west by Kolamunu-oya.

SCHEDULE I.

The land commonly called or known as Midellakadawaramukalana, situated in the village of Midellakadawara in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 7 acres 3 roods and 35 perches, and shown as lot 2 in final village plan No. 1,772; and bounded as follows: on the west and north by Kolamunu-oya; on the east by Kolamunu-oya and the village limit of Makulwewa (final village plan No. 1,771); on the south by Peambiyagahamula-ela, lots 4, 5, and 1½ in final village plan No. 1,772.

SCHEDULE J.

The land commonly called or known as Midellakadawaramukalana, situated in the village of Midellakadawara in Giratalane korale of the Dewamede hatpattu, Kurunegala District, North-Western Province, containing in extent 11 acres 2 roods and 13 perches, and shown as lot 5 in final village plan No. 1,772; and bounded as follows: on the north by lot 2 in final village plan No. 1,772; on the east by lot 2 in final village plan No. 1,772; on the south by lot 4 in final village plan No. 1,772 and Peambiyagahamula-ela; on the west by lots 6 and 2 in final village plan No. 1,772.

SCHEDULE K.

The land commonly called or known as Keenakandawalagawahena, situated in the village of Midellakadawara in Giratalane korale of the Dewamedhi hatpattu, Kurunegala District, North-Western Province, containing in extent 6 acres 2 roods and 13 perches, and shown as lot 6 in final village plan No. 1,772; and bounded as follows: on the north by lots 1½ and 5 in final village plan No. 1,772; on the east by lot 5 in final village plan No. 1,772; on the south by Peambiyagahamula-ela; on the west by lot 1½ in final village plan No. 1,772.

SCHEDULE L.

The land commonly called or known as Nidangalagawahena, situated in the village of Midellakadawara in Giratalane korale of the Dewamedhi hatpattu, Kurunegala District, North-Western Province, containing in extent 1 acre and 35 perches, and shown as lot 8 in final village plan No. 1,772; and bounded as follows: on the north by Kolamunu-oya and Peambiyagahamula-ela; on the east and south by lot 22 in final village plan No. 1,772; on the west by road from Madaina to Makulwewa and Kolamunu-oya.