

THE

# CEYLON GOVERNMENT GAZETTE

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# PART I.—GENERAL.

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

,			PAGE	t.			PAGE
Minutes by the Governor	• •			Miscellaneous Departmental Notices	3		1687
Proclamations by the Governor	. 4		1640	Proceedings of Municipal Councils			1687
Appointments by the Governor			1641	Sales of Toll and Other Rents			1695
Appointments, &c., of Registrars			1643	"Excise Ordinance" Notices		. • •	1695
Government Notifications	• •		1645	Patents Notifications	• • •		
Revenue and Expenditure Returns		<i>:</i> .		Notices to Mariners		٠.	
Currency Commissioners' Notices		• •	1648	Local Board Notices			
Notices calling for Tenders			1649	Trade Marks Notifications			1696
Sales of Unserviceable Articles, &c.			1653	"Local Government Ordinance" No	otices		1696
Vital Statistics			1654	Road Committee Notices	• •	1	1696
Unofficial Announcements			1655	Meteorological Returns		£	·
Specifications under "The Irrigation	ordinanc	е"	i	Books registered under Ordinance N	To. 1 of 18		-

COLOMBO:

# PROCLAMATIONS BY THE GOVERNOR.

### BY HIS EXCELLENCY THE GOVERNOR.

A 13/29

### A PROCLAMATION.

### H. J. STANLEY.

K NOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Jaffna Co-operative Central Bank, Limited," or by an officer or member of the said bank, and relating to the business of the said bank, are chargeable as from April 27, 1929;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, June 18, 1929.

By His Excellency's command,

F. G. TYRRELL, Acting Colonial Secretary.

GOD SAVE THE KING.

### BY HIS EXCELLENCY THE GOVERNOR.

A 13/29

### A PROCLAMATION.

### H. J. STANLEY.

K NOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Tholpuram-Moolai Co-operative Union, Limited," or by an officer or member of the said union, and relating to the business of the said union, are chargeable as from April 29, 1929;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, June 18, 1929.

By His Excellency's command,

F. G. TYRRELL, Acting Colonial Secretary.

GOD SAVE THE KING.

### BY HIS EXCELLENCY THE GOVERNOR.

A 13/29

### A PROCLAMATION.

### H. J. STANLEY.

KNOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Tellippallai South American Mission Agents' Co-operative Society," "The Pattiwila Co-operative Society," "The Bogamuwa Co-operative Society," "The Welagama Co-operative Society," "The Rangamuwa Co-operative Society," and "The Negombo Co-operative Union, Ltd.," or by an officer or member of the said societies, and relating to the business of the said societies, are chargeable as from May 10, 1929;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, June 18, 1929.

By His Excellency's command,

F. G. TYRRELL, Acting Colonial Secretary.

GOD SAVE THE KING.

### BY HIS EXCELLENCY THE GOVERNOR.

A 13/29

### A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Vavuniya Co-operative Union, Limited," or by an officer or member of the said union, and relating to the business of the said union, are chargeable as from May 14, 1929;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, June 18, 1929.

By His Excellency's command,

F. G. TYRRELL, Acting Colonial Secretary.

GOD SAVE THE KING.

# APPOINTMENTS, &c., BY THE GOVERNOR.

No. 242 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of the instructions of the Counsellors of State, on behalf of His Majesty, received through the Secretary of State for the Colonies, to appoint the Hon. Mr. Guy Stanley Wodeman to be a Nominated Official Member of the Legislative Council of the Island.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 18, 1929. Acting Colonial Secretary.

# No. 243 of 1929.

H IS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of HIS MAJESTY'S instructions received through the SECRETARY OF STATE FOR THE COLONIES, to appoint the Hon. Mr. CHARLES EDWARD DE Vos to be a Nominated Unofficial Member of the Legislative Council of the Island.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1929. F. G. TYRRELL, Acting Colonial Secretary.

### No. 244 of 1929.

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

Mr. J. R. Walters to the office of Assistant at Trincomalee to the Government Agent, Eastern Province; Deputy Fiscal for the District of Trincomalee: Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Trincomalee; Additional Superintendent of Police, Trincomalee; Local Authority under the Petroleum Ordinance for the District of Trincomalee; Assistant Collector of Customs, Trincomalee; Landing Surveyor and Receiver of Wrecks, Trincomalee; and Master Attendant, Trincomalee, from June 18, 1929, until further orders.

Mr. E. T. MILLINGTON to the office of Government Agent, Province of Uva; Fiscal for the Province of Uva; Additional District Judge, Badulla; Additional Police Magistrate for the judicial division of Badulla-Haldummulla; Superintendent of the Prison at Badulla; Local Authority under the Petroleum Ordinance for the Province of Uva; and Member of the Board of Health for the Province of Uva, from June 11, 1929, until further orders.

Notification No. 230 appearing in the Gazette of June 14, 1929, is hereby cancelled in so far as it relates to the appointment of Mr. E. T. MILLINGTON.

- Mr. R. CHINTAMANI, Chief Clerk, Jaffna Kachcheri, to act, in addition to his own duties, as Additional Extra Office Assistant to the Government Agent, Northern Province, from June 24 to 29, 1929, inclusive.
- Mr. C. L. WICKREMASINGHE to be, in addition to his own duties, Additional District Judge, Kalutara, on June 22, 1929.
- Mr. V. C. Modder to be Additional District Judge, Hatton, on June 26, 1929.
- Mr. L. G. POULIER to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. H. D. RATNATUNGA, from June 15 to 19, 1929, inclusive.

The Hon. Mr. V. S. DE S. WIKREMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. H. D. RATNATUNGA, from June 20 to 25, 1929, inclusive, or until the resumption of duties by that officer.

Mr. W. D. Niles to be, in addition to his own duties, Additional District Judge, Chilaw, from June 24 to 29, 1929, inclusive.

Mr. CLEMENT P. WIJERATNE to act as Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, during the absence of Mr. P. O. S. E. Silva, on June 19, 1929, or until the resumption of duties by that officer.

Mr. A. V. VAN LANGENBERG to act as Commissioner Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. C. H. HARTWELL from June 20 to 24, 1929, inclusive, or until the resumption of duties by that officer.

The Hon. Mr. G. E. MADAWALA to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. L. H. DE ALWIS, on June 21 and 23,

The Hon. Mr. G. E. MADAWALA to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. L. H. DE ALWIS on June 22, 1929, or until the resumption of duties by that officer.

- Mr. C. E. Arndt to be, in addition to his own duties, Additional Police Magistrate, Kurunegala, on June 25, 1929.
- Mr. G. L. DAVIDSON to be, in addition to his own duties, Additional Police Magistrate, Colombo, on June 28,
- Mr. G. H. Bromley, Superintendent of Police, Colombo, to be a Justice of the Peace and Unofficial Police Magistrate for the Western Province.
- Mr. R. W. HOLT to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. G. A. C. WYLLIE from the Island.
- Mr. P. R. Krisnaratne, Acting Assistant Superintendent of Police, Kurunegala, to be a Justice of the Peace and Unofficial Police Magistrate for the North-Western Province.
- Mr. A. C. Ross to be a Justice of the Peace and Unofficial Police Magistrate for the District of Badulla.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 18, 1929. Acting Colonial Secretary.

### No. 245 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased to make the following 11 to make the following appointments, with effect from June 18, 1929, during the absence on leave of the Hon. Mr. S. OBEYESEKERE, K.C., or until further orders :-

Mr. L. M. D. DE SILVA to act as Solicitor-General, a Visitor of the Prisons in the Western Province, and a Commissioner of the Loan Board.

Mr. VERNON GRENIER to act as Deputy Solicitor-General.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 20, 1929. Acting Colonial Secretary.

### No. 246 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from June 10, 1929 :-

Mr. J. Deheragoda, Assistant Superintendent of Police, to act as Superintendent of Police, North-Western Province.

Inspector P. R. Krisnaratne to act as Assistant Superintendent of Police, Kurunegala District.

By His Excellency's command, Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 11, 1929. Acting Colonial Secretary.

### No. 247 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased to grant the rank of Colorals to grant the rank of Colonel to Lieutenant-Colonel George Bridges Stevens, V.D., with effect from May 14, 1929, the date on which he relinquished

command of the Ceylon Planters' Rifle Corps, and was transferred to the Reserve of that Unit.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 18, 1929. Acting Colonial Secretary.

### No. 248 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. Albert Bertram Stanley Perera to be an Inquirer for the division of Magam pattu of the Hambantota District, in the Southern Province.

HIS EXCELLENCY has also been pleased, under section 365 (1) of the said Code, to grant Mr. Perera authority to order post-mortem examinations when necessary.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 12, 1929. Acting Colonial Secretary.

### No. 249 of 1929.

TIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. Edwin Billy Samarakoon WIJESINGHA to be an Inquirer for the Wellawaya division of the Province of Uva.

By His Excellency's command,

Colonial Secretary's Office. F. G. TYRRELL. Colombo, June 12, 1929. Acting Colonial Secretary.

### No. 250 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint, under the provisions of Chapter XXVI. of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, Mr. W. E. P. WIJESINGHE, Kachcheri and Gravets Mudaliyar, Puttalam to be a Probation Officer for the judicial district of Puttalam for the period of thirteen months from June 14, 1929, vice Mr. F. A. WICKREMERATNE, transferred.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 14, 1929. Acting Colonial Secretary.

### No. 251 of 1929.

IIS Excellency the Governor has been pleased to appoint Mr. Ambrose Clarence Perera SRIWARDANA of Kurunegala to be a Notary Public throughout the judicial division of Kurunegala, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL. Colombo, June 18, 1929. Acting Colonial Secretary.

### No. 252 of 1929.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. Suppiramaniar Sinnathamby ARULAMPALAM of Charavanai, Kayts, to be a Notary Public throughout the Islands and Punakari divisions of the Jaffna District, with residence and office at Mandativu and an additional office at Cheddiyakurichchi, and to practise as such in the Tamil language.

By His Excellency's command.

Colonial Secretary's Office, F. G. TYRRELL, Colombo, June 14, 1929. Acting Colonial Secretary.

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

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

Mr. Don Peter Dewendra to be Additional Registrar of Lands of the Hambantota District, holding office at Tangalla, with effect from July 1, 1929, vice Mr. J. A. WICKRAMANAYAKA, transferred.

Mr. Peter Mortimer as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Jaffna District of the Northern Province, with effect from June 10, 1929, vice Mr. Telikadagamage SAMUEL DE SILVA, deceased. His office will be at the Jaffna Kachcheri.

By His Excellency's command,

Colonial Secretary's Office,

F. G. TYRRELL,

Colombo, June 17, 1929.

Acting Colonial Secretary.

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

Mr. VALLIPURAM ALOYSIUS JOSEPH CHELVERATNAM to act as Registrar of Lands, Mullaittivu, for three days from June 17, 1929, during the absence of the Registrar, Mr. A. KANAGASABAPATHY, on leave.

Mr. Loku Banda Werellagama to act as Additional Registrar of Lands, Kurunegala, for thirteen days from June 18, 1929, during the absence of the Additional Registrar, Mr. W. D. M. PERERA, on leave.

Registrar-General's Office, Colombo, June 12, 1929. G. FURSE ROBERTS, Registrar-General.

T is hereby notified that I have appointed DEVENI-MUNI JULISON SENEVIRATNA (provisionally) as Registrar of Births and Deaths of Elpitiya division, and of Marriages (General) of Bentota Walallawiti korale division, in the Galle District of the Southern Province, with effect from June 25, 1929, vice Registrar, Don Abraham de Silva ABEYNAYAKA, dismissed. His office will be at Yahalapolatennewatta in Elpitiya.

Registrar-General's Office, Colombo, June 10, 1929.

G. FURSE ROBERTS, Registrar-General.

T is hereby notified that I have appointed SANCTUS DE SILVA WIJESINGHE as Additional Registrar of Marriages (Kandyan and General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, with effect from June 20, 1929. His office will be at Land Registry, Anuradhapura.

Registrar-General's Office, Colombo, June 12, 1929. G. FURSE ROBERTS, Registrar-General.

T is hereby notified that I have appointed RANHOTI-BANDARALAGE KIRIBANDAR to act as Registrar of Marriages (Kandyan) of Wellassa division of the Badulla District of the Province of Uva, for thirty days, with effect from June 6, 1929, during the absence of the Registrar, RANHOTIBANDARALAGE UKKUBANDAR, on leave. His office will be at Udawela Alutgederawatta in Kanandugala, with additional offices at Pailegama and Mullegama.

Registrar-General's Office, Colombo, June 4, 1929.

G. FURSE ROBERTS, Registrar-General.

T is hereby notified that I have confirmed Don Pedrick MERENCHI ABEYSEKARA in his appointment as Registrar of Births and Deaths of Pategama division, and

of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province.

Registrar-General's Office, Colombo, June 12, 1929. G. FURSE ROBERTS, Registrar-General.

T is hereby notified that I have confirmed WICKRAMA-SINGHE MUDIYANSELAGE PUNCHI BANDA in his appointment as Registrar of Births and Deaths of Kiraweli pattuwa west division, and of Marriages (Kandyan and General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa.

Registrar-General's Office. Colombo, May 15, 1929. G. FURSE ROBERTS, Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo. has appointed Don Henry Pathmaperuma to act as Registrar of Births and Deaths of Waga division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for thirty days from June 2, 1929, during the absence of the Registrar, Don Aron Pathmaperuma, on leave. His office will be at Bogahawatta in Galagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed Don Podisingho Ekanayaka to act as Registrar of Births and Deaths of Mabodale division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from June 13, 1929, vice Registrar, DAMUNUPOLA APPUHAMILLAGE ARIYAPALA JAYAWARDANA, deceased. His office will be at Kosgahawatta in Watinapaha.

The Additional Assistant Provincial Registrar, Colombo, has appointed Kuruwiti Arachchige Don Ratnesekera to act as Registrar of Births and Deaths of Mulleriyawa division, and of Marriages (General) of Adikari pattu of Hewagam korale division, in the Colombo District of the Western Province, for eight days from June 19, 1929, during the absence of the Registrar, MUDALIGE DON CAROLIS WIJEGOONEWARDANA, on leave. His office will be at Telabugahawatta in Mulleriyawa.

The Additional Assistant Provincial Registrar, Colombo. has appointed Costapatabendige Joseph Maria Edmund DALPADADO to act as Registrar of Marriages (General) of Local Board town and gravets of Negombo division, in the Colombo District of the Western Province, for ten days from June 25, 1929, during the absence of the Registrar, KURUKULASURIYA CHARLES MARCELIN LEITAN, on leave. His office will be at No. 34, Denzil road, Negombo.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Don Brumpy Weerakoon to act as Registrar of Births and Deaths of Paiyagala and Maggor badda division, and of Marriages (General) of Kalut totamune division, in the Kalute Tot of the We Province, for thirty days Don Aron Senevirate Senevirat tta in Maha Pai office will be at Thalap

The Additional Assistant /incial Registrar, K has appointed Don Walman SENEVIRATNE GOON to act as Registrar of Births and Deaths of Pai Maggonbadda division, and of Marriages Kalutara totamune division, in the Kaluta of the Western Province, for four days from 1929, during the absence of the Acting Res BRUMPY WEERAKOON, on leave. His office Thalapatandanewatta in Maha Paiyagala.

The Additional Assistant Provincial Regist has appointed Don Lutas Kotalawala to a of Births and Deaths of Kulupana division, (General) of Kumbuke pattu division,

District of the Western Province, for twenty-two days from June 19, 1929, during the absence of the Registrar, Don Romanis Kotalawala, on leave. His office will be at Karande andialanda in Kahatapitiya.

The Additional Assistant Provincial Registrar, Kandy, has appointed Wanisekara Mudiyanselage Delgahamulle Ran Banda to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for four days from June 17, 1929, during the absence of the Registrar Ran Banda Ekanayaka, on leave. His office will be at Paluwatta in Naranpanawa.

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 fifteen days from June 12, 1929, during the absence of the Registrar, Warahene Liyanage Sugatadasa de Alwis Gunatilake, on leave. His office will be at Hedunawawa in Kalapitiya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed Hewagoigodage Don Danoris Silva to act as Registrar of Births and Deaths of Nuwara Eliya gravets division, and of Marriages (General) of Nuwara Eliya town and gravets division, in the Nuwara Eliya District of the Central Province, for thirty days from June 16, 1929, during the absence of the Registrar, HERATH ATAPATTU WASALA MUDIYANSELAGE HERATH BANDA PETHIYAGODA, deceased. His office will be at Blackpool, Government leased land bearing No. 17.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed RATNAYAKE MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Gannewa korale division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for seven days from June 19, 1929, during the absence of the Registrar, JAYASEKERA MUDIYANSELAGE DINGIRI BANDA, on leave. His office will be at Galgodakelepatana in Daraoya.

The Additional Assistant Provincial Registrar, Matale, has appointed Herat Mudiyanselage Mutu Banda to act as Registrar of Births and Deaths of Ambanganga korale division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for fifteen days from June 16, 1929, during the absence of the Registrar, Herat Mudiyanselegedara Additional Banda, on leave. His office will be at Heratmudiyanselegedarawatta in Opalgala; station: Jayasekeramudiyanselegedarawatta in Kumbaloluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed Kaluhat Valentine de Abrew Wijesinha to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on June 15, 1929, during the absence of the Registrar, Cornelis de Zoysa Abayasiriwardena, on leave. His office will be at Hambanwatta in Godagedara for Births and Deaths and Mawatabodawatta in Patagangoda for Marriages.

The Additional Assistant Provincial Registrar, Galle, appointed Andrayas Edward Wickramasuriya Eviratna to act as Registrar of Births and Deaths of legama division of Marriages (General) of Gangapattu division der, William V. Suriya Seneviratne, on Giyansegewatta in Badde

ditional Assistant Provincial Registrar, Galle, ed Tegis Mendis Rajakaruna to act as Regists and Deaths of Bussa division, and of Marriages Wellaboda pattu division, in the Galle District hern Province, on June 19, 1929, during the Registrar, Simon Mendis Wijayasekera, soffices will be at Mulgedarawatta in Ratgama segowatta in Bussa.

hal Assistant Provincial Registrar, Galle, GEORGE EPA SENEVIRATNE to act as the and Deaths of Weih na division, and of

Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for seven days from June 19, 1929, during the absence of the Registrar, Don DE ALWIS EPA SENEVIRATNE, on leave. His office will be at Gigummaduwewatta at Weihena.

The Additional Assistant Provincial Registrar, Galle, has appointed Ranchagoda-arachchige Don Aron Karuna-ratneto act as Registrar of Births and Deaths of Induruwa division, and of Marriagos (General) of Bentota Walallawiti korale division, in the Galle District of the Southern Province, on June 20, 1929, during the absence of the Registrar, Ranchagoda-arachchige Don John Karunaratne, on leave. His office will be at Wellawatta at Yalegama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Wannigamage Don Nikulas to act as Registrar of Births and Deaths of Wewgam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for four days from June 11, 1929, during the absence of the Registrar, Don Disanis Kulatunga, on other duty. His office will be at Dabarellewatta in Dabarella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Arukatti Patabendige Karunadasa Ediriwira Jayasuriya to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for three days from June 11, 1929, during the absence of the Registrar, Andrayas de Silva Wickramanayake, on leave. His office will be at Kottage-kumbura in Tissa.

The Assistant Provincial Registrar, Trincomalee, has appointed Vallipurampillai Mudaliyar Coomarasamy to act as Registrar of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, for fifteen days from June 13, 1929, during the absence of the Registrar, Richard Noel Nesaretnam Niles, on leave. His offices will be at the Land Registry and Jasmine Lodge, Trincomalee.

The Provincial Registrar, Kurunegala, has appointed Sirinayaka Banda Arambepola to act as Registrar of Births and Deaths of Tiragandahe korale east division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for five days from June 11, 1929, during the absence of the Registrar, R. B. Arambepola, on leave. His office will be at Doratiyawa.

The Provincial Registrar, Kurunegala, has appointed Wijesinghe Hettiachchi Mudiyanselage Ukku Banda to act as Registrar of Births and Deaths of Yagam pattu korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, on June 17, 1929, during the absence of the Registrar, Manchanayake Mudiyanselage Peiris Appuhamy, on leave. His office will be at Hiruwalpola.

The Provincial Registrar, Kurunegala, has appointed Lansakara Atapattu Wasala Tennakoon Mudiyanselage Mutu Banda to act as Registrar of Births and Deaths of Divigandahe korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, on June 17, 1929, during the absence of the Registrar, L. A. W. T. M. Tikiri Banda, on leave. His office will be at Balagalla.

The Provincial Registrar, Kurunegala, has appointed Herat Mudiyanselage Ranhamy to act as Registrar of Births and Deaths of Hatalispaha korale west division, and of Marriages (General) of Wanni hatpattu division, in the Kurunegala District of the North-Western Province, for two days from June 19, 1929, during the absence of the Registrar, Eriyawe Range Bandara Sinhappratapa Wanninayake Mudiyanselage Mudiyanse, on leave. His office will be at Momankulama.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed Bastiankorallage Clementi Rodrigo to act as Registrar of Births and Deaths of Puttalam pattu north division and of Marriages (General) of Puttalam pattu division, in the Puttalam District of the North-Western Province, for fifteen days from June 8, 1929, during the absence of the Registrar, Jayamanna Mohottige Don Simeon, on leave. His office will be at Kuruwikulam.

The Assistant Provincial Registrar, Kegalla, has appointed Samarasinha Herat Mudiyanselage Kiri Banda to act as Registrar of Births and Deaths of Kiraweli pattuwa east division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for six days from June 17, 1929, during the absence of the Registrar, S. H. T. Banda, on leave. His office will be at Dembatewatta in Otnapitiya.

The Assistant Provincial Registrar, Kegalla, has appointed Bowalgaharallage Punchi Banda to act as Registrar of Births and Deaths of Maha palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for ten days from June 20, 1929, during the absence of the Registrar, P. A. RATNAYAKA, on leave. His office will be at Mohottallagewatta in Hakurugammana.

The Assistant Provincial Registrar, Kegalla, has appointed Ranasinha Arachchige Peter Sinno to act as Registrar of Births and Deaths of Atulugam korale west division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for eight days from June 27, 1929, during the absence of the Registrar, H. T. Appuhamy, on leave. His office will be at Ambalameowitewatta in Magammana.

Registrar General's Office, Colombo, June 18, 1929. G. Furse Roberts, Registrar-General. T is hereby notified that WIJERAJA MUDIYANSELE IDAME MATMALUWEGEDERA PINCHI BANDA, Registrar of Marriages (Kandyan) of Matale East division, in the Matale District of the Central Province, has, with effect from May 15, 1929, an additional office at Waragollegederawatta in Puwakpitiya, where he holds office on the 2nd and 4th Saturdays of every month.

Registrar-General's Office, Colombo, June 18, 1929. G. FURSE ROBERTS, Registrar-General.

T is hereby notified that Don DINORIS SURIYA BANDARA PALLAWELA, Registrar of Births and Deaths of Devundara division, and of Marriages (General) of Wellaboda pattuwa division, in the Matara District of the Southern Province, will, with effect from July 1, 1929, hold his office at Mawatamaragahawatta in Devundara East, instead of at Kanattewatta in Devundara, as notified in Government Gazette No. 7,368 of January 4, 1924.

Registrar-General's Office, Colombo, June 15, 1929. G. Furse Roberts, Registrar-General.

T is hereby notified that Yapabandaralage Appuhamy, Registrar of Births and Deaths of Aralupitiya division, and of Marriages (Kandyan and General) of Bintenna division, in the Badulla District of the Province of Uva, will, with effect from June 15, 1929, cease to hold a station at Yalwelagama on the 15th and 16th of every month, as notified in Government Gazette No. 7,619 of December 9, 1927.

Registrar-General's Office, Colombo, June 13, 1929. G. Furse Roberts, Registrar-General.

# GOVERNMENT NOTIFICATIONS.

N 33/29

IS Excellency the Governor has been pleased, in terms of the regulations published in the Gazette of April 27, 1928, to grant the Colonial Auxiliary Forces Long Service Medal to Trooper Ernest Cyril Bosanquet of the Ceylon Mounted Rifles.

By His Excellency's command,

F. G. TYRRELL, Acting Colonial Secretary.

Colonial Secretary's Office, Colombo, June 14, 1929.

N 33/29

IS Excellency the Governor has been pleased, in terms of the regulations published in the Gazette of April 27, 1928, to grant the Colonial Auxiliary Forces Long Service Medal to Priva Palihakunda Mudiyanselage Punchi Banda of the Ceylon Light Infantry.

By Excellency's command,

Colonial Secretary's Office, Colombo, June 14, 1929. F. G. TYRRELL, Acting Colonial Secretary.

E 235/28

PURSUANT to the 2nd section of the Pension Minute of December 9, 1908, it is hereby notified that the holder of the office in the University College specified below is entitled to pension:—

Assistant Lecturer in Chemistry (while held by Mr. E. L. Fonseka).

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 15, 1929.

F. G. TYRRELL, Acting Colonial Secretary.

O 137/29

T is hereby notified for general information that July 22 and 23, 1929, will be observed as Bank Holidays on account of the Vel Festival.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1929. F. G. TYRRELL, Acting Colonial Secretary.

### Correction.

CF 641/29

I N the notice appearing in Gazette Extraordinary No. 7,714 of June 3, 1929, for "George Robert de Zoysa" read "Garumuni Robert de Zoysa."

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1929. F. G. TYRRELL, Acting Colonial Secretary.

F 1103/28

II S Excellency the Governor in Executive Council, with the approval of the Secretary of State for the Colonies, has been pleased to approve the following amendment to the rules dated December 9, 1908, regarding the pensions to be granted to Public Servants of this Colony:—

Delete the word "every" in line 3 of section 17 and substitute the following words:—

"A Judge of the Supreme Court on his attaining the age of sixty-two years and for every other."

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1929. F. G. TYRRELL, Acting Colonial Secretary.

L 116/28

IS Excellency the Governor has been pleased to appoint Mr. R. B. Naish to be Secretary to the Commission appointed to inquire into and report upon—

(a) The procedure adopted in the Eastern Province in regard to the selling of rejected timber by the Forest Department.

(b) The sale at an alleged under value of 19 logs of rejected timber to the Government contractor, Mr. S. Kumarasamy.

(c) The circumstances under which Mr. S. Kumarasamy's name was removed from the list of persons debarred from holding Government contracts.

(d) The circumstances under which madan or naval timber was included in the contract to supply sleepers to the Batticaloa Railway.

(e) Whether Mr. S. Kumarasamy was given an unfair advantage by the Forest Department in the matter of contracts for felling and shipping.(f) The adequacy of the action taken when Mr. S. Kumarasamy used Crown timber for the purpose of

repairing his carts.

The issue of a duralisate permit for 500 outside clabs in place of the carininal magnitude and the large

(g) The issue of a duplicate permit for 500 outside slabs in place of the original permit alleged to have been lost.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1929. WAR F. G. TYRRELL, Acting Colonial Secretary.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 110/29

EGULATION made by the Sanitary Board of the District of Mannar, Northern Province, under section 9 E (2) of "The Small Towns Sanitary Ordinance, 1892," and approved by His Excellency the Governor in Executive Council.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 17, 1929.

F. G. TYRRELL, Acting Colonial Secretary.

SECTION 9 E (2) (d).

C.—Eating-house and Tea and Coffee Boutiques.

44. (a) Every licensed eating-house and every licensed tea and coffee boutique shall be well ventilated and well lighted, and shall have the walls plastered with lime mortar and the floors cemented.

### "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 67/29

THE Governor in Council has, under section 5A of the Small Towns Sanitary Ordinance, 1892, sanctioned the levy of fees contained in the schedule hereto which have been imposed under the said section by the Jaffna Sanitary Board for the licences granted by it in respect of the use of premises for the purposes mentioned opposite each fee in the said schedule.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 20, 1929. F. G. TYRRELL, Acting Colonial Secretary

*	•			S	CHE	DULE.
				Rs.	c.	<b>Rs.</b> c.
Bakery		*	٠,	6	. 0	Manufacture and storing of fibre 25 0
Eating-house				5	0	Storing of dryfish over 5 cwt 5 0
Tea and coffee boutiques	• .,`			3	. 0	Storing of hides, bones, artificial manure or
Cattle gala	• •			5	0	materials for manufacture of artificial manure
Manure factory				100	0	in quantity over one gunny bag 10 0
Boiling or drying blood or	offal	• •		100	0	Brick or tile manufactory 10 0
Tannery				100	0	Lime kiln 19, 0
Fat melting or extracting				50	.0	Icing and curing of fish 100 0
Soap making		-		50	0	Aerated water factory 50 0
Soaking coconut husks				3	0	Aerated water factory (if no machinery) 25 0
Fibre dying				2	50	Curing plumbago 25 0
Coconut oil manufactory	$\mathbf{w}$ here	machinery	is		1	
employed				100	0	
*	,					실하는 사람들이 가는 사람들이 가는 것이 하면 나는 사람들이 없는 것이 없다.

### "THE LUNACY ORDINANCE, 1873."

J 305/27

H IS Excellency the Governor has, by virtue of the powers vested in him by the Lunacy Ordinance, 1873, appointed the old prison buildings at Kandy as the place in Kandy appointed by the Governor for the purposes of sections 6 and 8 of the said Ordinance.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 17, 1929. F. G. TYRRELL, Acting Colonial Secretary

### "THE TEA RESEARCH ORDINANCE, 1925."

A 140/28

T is hereby notified for general information that the General Committee of the Planters' Association of Ceylon have, in pursuance of section 8 of the Tea Research Ordinance, 1925, nominated Mr. C. C. Du Pre Moore to act as a member of the Board of the Tea Research Institute of Ceylon during the absence of Mr. John Horsfall.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 11, 1929. F. G. TYRRELL,
Acting Colonial Secretary.

### "THE TEA RESEARCH ORDINANCE, 1925."

Δ 140/28

I is hereby notified for general information that the General Committee of the Planters' Association of Ceylon have, in pursuance of section 8 of the Tea Research Ordinance, 1925, nominated Mr. C. Huntley Wilkinson to act as a member of the Board of the Tea Research Institute of Ceylon during the absence of Mr. R. G. Coombe.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 11, 1929. F. G. TYRRELL, Acting Colonial Secretary.

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

M 85/29

(1) The declaration dated March 1, 1929, by the Government Agent, Province of Sabaragamuwa, that the area described in the schedule hereto is a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder and published in the Supplement to the Gazette No. 7,481 of August 28, 1925; and (2) the Notification confirming it under the said Ordinance and regulations made by the Governor in Executive Council dated March 8, 1929, and published in Gazette No. 7,698 of March 8, 1929, are hereby revoked.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 10, 1929.

F. G. TYRRELL, \* Acting Colonial Secretary.

### SCHEDULE REFERRED TO.

That part of the villages of Dewalegawa and Kahangama, in the Uda pattu of Kuruwiti korale, bounded on the south by the Kalu-ganga, west by the western bank of the Maha-ela, north by an imaginary line parallel to the Ratnapura-Nambapana road and half a mile distant from it on the northern side, east by the Urban District Council limits of Ratnapura.

### Department of Indian Immigrant Labour.

B 121/28

"THE INDIAN LABOUR ORDINANCE, No. 27 OF 1927."

Notification No. 33.

T is hereby notified that His Excellency the Governor, in exercise of the powers conferred on him by section 5 (5) of Ordinance No. 27 of 1927, has been pleased to appoint Mr. A. P. S. T. Ponnambalam Pillai of Goodhope estate, Kandy, as a Member of the Estate Wages Board for the Revenue District of Kandy, vice Mr. P. R. Nalloosamy, resigned.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 13, 1929. F. G. TYRRELL, Acting Colonial Secretary.

"The Local Government Ordinance, No. 11 of 1920."

J 141/2

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

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 12, 1929. F. G. TYRRELL, Acting Colonial Secretary.

### BY-LAWS REFERRED TO.

1. In the event of the death or resignation of the Chairman of this Council, it shall be the duty of the Vice-Chairman within three days from the date of such death or resignation to summon a meeting of the Council for a date within seven days of the death or resignation of such Chairman for the purpose of electing a successor. Should he fail or neglect to do so or should there be no Vice-Chairman in office, the Secretary for the time being in office shall summon such meeting within forty-eight hours of the expiry of the said three days for a date within the aforesaid period of seven days.

2. After the expiry of the term of office of the members of this Council, the Secretary for the time being in office shall summon the first meeting of the new Council to be held on a day within ten days from the beginning of the year.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of May, 1929:—

1.—	-Note	Acco	unt.

Total Stock on April 30, 1929 Add Notes received in May, 1929	••	Rs. c. 145,133,033 0 5,500,000 0	In vault on May 31, 1929 In circulation on May 31, 1929	Rs. c. 88,650,540 0 57,368,493 0
Deduct Notes destroyed in May, 1929	•••	150,633,033 0 4,614,000 0		
	•	146,019,033 0		146,019 033 0

### 2.—Reserve Account.

	_, _,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Coin received for Notes in circulation Excess of reserve over Notes in circulation.	Rs. c. 57,368,493 0 4,809,605 71	Securities at cost (: Coin in vault	£1 = Rs. 13·33)	••	Rs. 39,736,645 22,441,452	
	62,178,098 71				62,178.098	71
3.—Average amount of Notes in circulation  Average amount of Coin in yault during		ı	••		57,371,397 22 444,356	

# 4.—Details of Investments and Securities.

en e			and the second			Face Value 1 = Rs. 13	33.)	Purchase V (£1 = Rs. 1	3.33.)	Market Value. (Sterling at Rate of the Day.)
							c.		c.	. Rs. c.
Colonial and other Securities		`. •	1,372,231	1	7 .	. 18,296,414	<b>39</b> .	. 17,044,241	91	16,300,874 99
War Loan 5 per cent	. :		4,877	15	1	65,036	73 .	66,666	67	67.592 90
Treasury Bonds 4½ per cent			2,639	15	2	35,196	78 .	34,399	34	34.288 35
Consolidated Loan 4 per cent			54,780	3	6	730,402	33 .	. 632,243	78	634,725 96
Conversion Loan 4 per cent			173,454	3	1	2,312,722	6.			
Indian Stock (Sterling)			171,000	14	7	2,280,009	72 .			1,774,887 90
Indian 5 per cent. War Loan				-	٠.,	15,838,700	0.			15,700,111 37
Government of India 6 per cent. Loan			<u></u>	-		832,000	0.			862,680 0
Government of India 5 per cent. Loan		• •		-		2,027,500				2,079,454 68
า	Cotal	•.•		-		42,417,982	1	39,736,645	93	39,736,609 18

F. G. TYRRELL, Colonial Secretary, C. V. BRAYNE, Controller of Revenue, W. W. Woods, Colonial Treasurer,

Commissioners of Currency.

Currency Office. Colombo. June 8, 1929.

### CALLING FOR TENDERS. NOTICES

ENDERS are hereby invited for loading, unloading, And stacking firewood at the following places on week days and Sindays from October 1, 1929, to September 30, 1930

Colombo Division.

- (a) Loading into special trains between Alutgama and Matara.
- (a 1) Unloading and stacking at Matara, Galle, Alutgama, and Dematagoda.

### Anuradhapura Division.

- (b) Loading into special trains between Maho and Talaimannar.
- (b1) Unloading and stacking at Anuradhapura and Talaimannar.
- (c) Loading into special trains between Madawachchi and Kankesanturai.
- (c1) Unloading and stacking at Kankesanturai, Man-
- kulam, Pallai, and Anuradhapura. (d) Removing firewood from Forest Department depôt at Anuradhapura Station and stacking in Locomotive depôt at Anuradhapura Station.
- (e) Loading into special trains between Maho, Galoya, and Trincomalee, or at any other station as required
- on Batticaloa-Trincomales Light Railway.
  (e1) Unloading and stacking at Trincomales, Maho Galoya, or at any other station as required on Batticaloa-Trincomalee Light Railway.
- (f) Removing firewood from Forest Department depôt at Maho Station and stacking in Locomotive depôt at Maho Station.

# Upper Division.

- (g) Loading into special trains between Nanu-oya and Pattipola.
- (h) Loading into special trains between Pattipola and Haputale.
- (i) Unloading and stacking at Nawalapitiya.
- 2. The rates should be shown separately for each head of service, viz., (i.) loading, (ii.) unloading and stacking.
- 3. Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards per hour are to be unloaded and stacked.
- 4. Loaded firewood wagons when detached at outstations should be unloaded and the wood restacked within 4 hours' time after arrival at their destination.
- 5. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.
- 6. Tenders should be deposited in the Office of the
- Controller of Revenue, or be sent through the post.
  7. Tenders should be marked "Tender for Loading, Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, July 16, 1929.
- The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.
- 9. A deposit of Rs. 20 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. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

- The amount of security required will be Rs. 50 in All other necessary information can be ascertained upon application at the office referred to in section 6.
- The security should be furnished within ten days of acceptance of tender being notified.
- 12. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.
- 13. No tender will be considered unless in respect of it all the conditions above laid down have been strictly Any offer received containing conditions outside fulfilled. the specification will be rejected without question.
- 14. 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.
- 15. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.
- 16. Contracts may not be assigned or sublet without the authority of the General Manager.
- 17. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.
- 18. 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, June 14, 1929.

T. E. DUTTON, General Manager.

TENDERS are hereby invited for the contract for the conveyance of mails from April 1, 1930, for a period of three years between Nawalapitiya Post Office and Dolosbage Post Office and intermediate offices.

2. The service will be alternatively A or B given under:-

Service A.—Once daily each way between Nawalapitiya and Dolosbage Post Offices and intermediate offices by motor cab or omnibus or by motor lorry.

Service B.—Twice daily each way between Nawalapitiya and Dolosbage Post Offices and intermediate offices by motor cab or omnibus or by motor lorry.

- The motor conveyances shall fulfil all the requirements of the Motor Car Ordinance, 1927.
- 4. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.
- The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.
- 6. 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, or be sent. to him through the post.
- 7. Tenders should be marked "Tender for the Conveyance of Mails between Nawalapitiya and Dolosbage, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 23, 1929.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alterations in the tender must bear the initials of the tenderer, otherwise the tender may be treated as

informal and rejected.

10. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

- 12. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.
- 13. Further particulars regarding the terms of the contract will be found in the contract form Post Office N 19, a copy of which will be sent when forwarding tender forms. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

fulfilled.

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

of his objection in writing.

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

being under the Government of Ceylon.

17. Contracts may not be assigned or sublet without

the authority of the Tender Board.

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

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

General Post Office, G. W. J. Praat, Colombo, June 17, 1929. Acting Postmaster-General.

TENDERS are hereby invited for the contract for the conveyance of mails for a period of three years from June 1, 1930.

une 1, 1930.
2. The service will be alternatively A or B given under:—

Service A.—Once daily each way between Galle and Baddegama Post Offices and intermediate offices.

Service B.—Twice daily each way between Galle and Baddegama Post Offices and intermediate offices.

(a) By motor cab or omnibus; or

(b) By motor lorry.

3. The motor conveyances shall fulfil all the requirements of the Motor Car Ordinance, 1927.

4. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

5. The contractor will be required to provide such number of motor conveyances as will in the opinion of the Postmaster-General be necessary for the service, and every

such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with a separate locked receptacle for conveying mails. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

6. All tenders should be in duplicate and sealed under

6. 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, or be sent

to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Galle and Baddegama" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 30, 1929.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized

orm.

9. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as

informal and rejected.

10. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within tendays of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

- 12. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.
- 13. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10, a copy of which will be sent when forwarding tender forms. Further information about the terms of the contract and any other information can be obtained on application to the Postmester-General.

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

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

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

under the Government of Ceylon.

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

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

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

General Post Office, G. W. J. Praat, Colombo, June 18, 1929. Acting Postmaster-General.

CHEDULE of rates are hereby invited for Drill Shed

for Ceylon Defence Force, Colombo.

2. The whole of the work to be undertaken on an agreement to be entered into by the District Engineer, Buildings, Colombo, and the contractor on the basis of his accepted tender, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo (type agreement can be inspected with the

3. The plans, specifications, bills of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Buildings, Colombo, between the hours of 9 A.M. and 4 P.M. any week

day, and Saturdays 9 A.M. and 1.30 P.M.

- 4. The schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, 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 District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Drill Shed for Ceylon Defence Force, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, July 6, 1929.
- 5. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement, and to recover the cost thereof as indicated in Government Stores Price List, plus 25 per cent. as also Customs duty, transport, and packing charges, &c., in the case of timber supplied by the Forest Department, royalty and freight will similarly be charged.

6. All alterations made in the quotations should bear

the initials of the tenderer.

7. 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, nor will forms of tender be issued to any person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

one item to any contractor.

HAROLD P. G. YOUNG, for Director of Public Works.

Public Works Office, Colombo, June 18, 1929.

SCHEDULES of rates are hereby invited for a set of 6 rooms of Cooly Lines on 100 Tangalla road.

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

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

days 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, Matara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, and the duplicate addressed to the District Engineer, Matara, endorsed on the outside "Schedule of Rates for Cooly Lines, Goiyapana Tangalla Road," so as to reach the Office of the foregoing officers on or before 12 noon on July 18, 1929. All imported articles as stated in the specification 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.

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

6. The tendered rates must be entered in ink; any alterations made in the quotations should bear the initials

of the tenderer.

7. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 20, either at the local Kachcheri or the General Treasury, and receipt handed to the District Engineer. This deposit will be refunded to all bona fide tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender when called upon to do so, the deposit will be forfeited.

The successful tenderer may be called upon to deposit security for the due fulfilment of the contract in the Ceylon Savings Bank in the name of the Hon. the Colonial Treasurer

within ten days of receipt of notice to do so.

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, Suthern Province, Galle. 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 schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to

any one contractor.

Public Works Office, HAROLD P. G. YOUNG, Colombo, June 18, 1929. for Director of Public Works.

TENDERS are invited for the construction of a semi-permanent bungalow at the proposed Tobacco L permanent bungalow at the proposed Tobacco Station, Hiriyala hatpattu. They should reach the Divisional Agricultural Officer, North-Western, Kurunegala, by June 30, 1929, from whom further particulars can be obtained.

The work should be completed before September 20, 1929.

3. The Director of Agriculture reserves to himself the right to accept or reject any tender.

> W. SMALL, Acting Director of Agriculture.

Peradeniya, June 12, 1929.

TENDERS are invited for the construction of a copra shed at the Agricultural Station. Warrando shed at the Agricultural Station, Wariyapola. They should reach the Divisional Agricultural Officer, North-Western, Kurunegala, by June 30, 1929, from whom further particulars can be obtained.

The work should be completed before September 20,

The Director of Agriculture reserves to himself the right to accept or reject any tender.

> W. SMALL, Acting Director of Agriculture.

Peradeniya, June 12, 1929.

TENDERS are hereby invited for the service mentioned in the schedule approved to the service mentioned in the schedule annexed below for the year 1928-1929.

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 Transport of Timber, 1928-29, Eastern Division (South)," as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 16, 1929.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender

may be treated as informal and rejected.

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

  7. Each tender must be accompanied by a letter signed
- 7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.
- 8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information can be as ertained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into a bond.
- 9. A rate per cubic foot for timber in the log must be quoted, written both in words and figures. Work to be completed on or before October 31, 1929.
- 10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.
- II. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.
- 12. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.
- 13. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.
- 14. The contractor must not issue a power of attorney to any person whose name is in the Crown defaulting contractors' list authorizing him to carry on the contract.
- 15. Tenderers who have not previously held Government contracts when applying for tender forms should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property and the nature and extent of other interests should also be given.

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

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

16. For further information and for inspection of the draft contracts, applications should be made to the Divisional Forest Officer, Eastern Division (South), Batticaloa.

### SCHEDULE.

To transport by native vessel about 461 logs of halmilla, ranai, palu, satin, milla, and hulanhik containing 12,366 cubic feet (more or less) from Arugam Bay to Colombo, and deliver them at the landing jetty or quaywall in Colombo Harbour as permitted by the Harbour authority.

All the logs must be shipped from Arugam Bay by September 30, 1929, the latest, and delivered in Colombo by October 31, 1929. A fine of Rs. 5 per log will be imposed for any logs not shipped by September 30, 1929.

J. D. SARGENT, Conservator of Forests.

Office of the Conservator of Forests, Kandy, June 17, 1929.

SCHEDULES of rates are hereby invited for the maintenance of the 1st section of the Tenne-Owilikande cart road (a distance of 7 mile) during the year 1929.

2. The whole of the work to be undertaken on agreements to be entered into by the Superintendent of Minor. Roads, Metale, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Chairman, District Road Committee, Matale.

3. Bill of quantities and form of agreement can be seen, and all other information obtained from the Office of the Superintendent of Minor Roads, Matale, any week day between the hours of 8.0 A.M. and 4.0 P.M., Saturdays

8.0 A.M. and 2.0 P.M.

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Superintendent of Minor Roads, Matale, duly signed and dated, and forwarded in a securely sealed envelope, addressed to the Chairman, District Road Committee, Matale, endorsed on the outside "Schedule of Rates, Tenne-Owilikande Road," so as to reach him on or before 12 noon on June 29, 1929. Tools and cane baskets only will be supplied, to be returned on completion of work.

5. Any alterations made in the quotations should hear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal

and rejected.

6. The Chairman, District Road Committee, reserves to himself 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, vide clause 8 in 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 Chairman, District Road Committee, Matale, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. A deposit of Rs. 10 will be required to be made at the Kachcheri in favour of the Chairman, District Road Committee, Matale, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into contract within 10 days of receiving notice in writing from the Chairman, District Road Committee, that his tender has been accepted, such deposit will be forfeited, and the defaulter will render himself liable to be included in the list of Crown defaulting contractors. All other deposits will be returned upon signature of the contract.

9. The Chairman, District Road Committee, Matale, does not bind himself to accept the lowest or any of the

9. The Charman, District Road Committee, Matale, does not bind himself 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.

M. F. DE S. JAVARATNA,
District Road Committee Office,
Chairman.
Matale, June 13, 1929.

### SALES **OF** UNSERVICEABLE ARTICLES

TILL be sold by public auction at these stores at 1.30 P.M., on Friday, June 28, 1929, the following articles, viz. :--

Tin lining Bale cloth Empty gunny bags Reflectors

Hoop iron Empty barrels Firewood, &c. Illumination lamps

Government Stores Department, JOHN GIBB. Colombo, June 17, 1929. Colonial Storekeeper.

SALE by public aution of unserviceal A including empty packing cases, wooden barrels, iron drums, motor car parts, &c., will be held at the Railway Stores, Maradana, on Tuesday, July 2, 1929, at 2 P.M.

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

Railway Storekeeper's Office, Colombo, June 13, 1929.

J. E. HANCOCKS, Railway Storekeeper.

HE following unserviceable articles belonging to the Controller of Indian Immigrant Labour, Colombo, will be put up for sale by public auction on Saturday, June 29, 1929, at 1 P.M., at the Estate Labour Depôt, Fort Railway Station premises, Colombo :--

## Articles.

1 galvanized rice cooling | 1 khaki tunic pan galvanized bath tub

1 pair of putties 1 leather belt

2 khaki turbans 2 khaki shorts

1 waterproof cape and cap

. J. S. Abayasekara, for Controller of Indian Immigrant Labour. Colombo, June 12, 1929.

TOTICE is hereby given that the under-mentioned articles condemned as unservice ble will be sold by public auction on Thursday, the 27th instant, at 1 P.M., at the Divisional Forest Office, Galle :-

2 buckets, galvanized 1 box water colours

Galle, June 10, 1929. .

2 Police bulls-eye lanterns

2 watering cans

1 hurricane lantern

2 tripods

H. C. KING, Divisional Forest Officer, Southern Division (West)

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, June 28, 1929, at 1 P.M., at the District Court, Matara:-

3 almirahs

3 chairs

1 table

2 Bee clocks

3 table cloths

1 toilet set

District Court, Matara, June 14, 1929. E. C. DIAS, Secretary.

OTICE is hereby given that the following unclaimed effects of dead patients and unclaimed productions in criminal cases will be sold by public auction at the Kurunegala District Court, on Friday, June 28, at 4 P.M. :--

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sovereign
                                 21 buttons
  1 half sovereign
                                  4 keys
127 bangles
                                  2 waist chains
 17 bangles (silver)
                                  4 silver chains
 30 necklets
                                  1 brass pot
  3 necklets (silver)
                                  1 towel
  I necklet (gold and coral)
                                  1 pillowcase
 61 earrings
                                  1 clasp knife
                                  3 hairpins (silver)
 10 earrings (gold)
 82 rings
                                  4 chains
  1 ring (silver)
                                  5 talismans
 20 nose studs
                                  5 strings of beads
  2 thali
                                  1 chain
  l thali (gold)
                                  1 toe ring
5,866/2,911
                  Cloth
5,897/2,541
                  1 tin box, 2 rings, 4 tiger teeth
5,903/4,061
                  Iron rod, mammotty
5,904/4,020
                  Padlock
5,909/4,248
                  Iron rod, crowbar
5,926/4,123
                  Sarong
5,932/3,670
                  Piece of gold
                  Wallet fountain pen
5,934/4,615
5,944/4,982
                  Cloth
5,947/635
                  Bottle lamp
5,950/934
                  1 black handkerchief, 1 towel
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Bottle lamp, cloth 5,965/1,449 5,977/1,868 1 bag copra

5,951/5,594

5,953/6,427

5,962/900

5,986/8,398 Banian, khaki trouser

Cloth

1 katty

Tin box

5,989/8,267 Powder tin, powder in cigarette tin, cloths 5,992/2,185 Empty bottle, red handkerchief, Balaclava cap, white handkerchief

5,996/8,748 4 coconuts

District Court. Kurunegala, June 17, 1929. C. COOMARASWAMY, District Judge.

OTICE is hereby given that the following confiscated and unclaimed articles lying at the Police Court of Trincomalee will be sold in the Police Court of Trincomalee

No. of Case.	Description of Articles.	
8,693	1 pair of scale and ½ lb. weigh	11
8,217	2 pairs of scales	
8,737	1 white shawl	
9,154	l katty	
9,623	1 sarong	
9,752	1 katty	
9,711	1 knife	
509	l umbrella	
492	l knife	
1,063	1 pickaxe	
	1 knife	
922	l alavangoe	
1,066	1 knife	
1,927	l pair of scales	٠
1,247	1 knife	
1,418.	8 bundles coir st/	
	1 tobacco tin for an	•
	1 card board bo	
lice report of	702	
D 10 100	• • · · · · · · · · · · · · · · · · · ·	

Dec. 13, 1927 1 katty

Police Court, Trincomalee, June 10, 1929, A. R. SUPRAMANIAM, Police Magistrate,

NOTICE is hereby given that the under-mentioned unclaimed and confiscated articles in the Police Description of Article. Case No. 27,017 1 ring Court of Kandy, will be sold by public auction on Thursday, coat June 27, 1929, commencing at 10 A.M., viz. :bunch of keys 2 umbrellas Description of Article. Case No. Found on road-27,511 ... gunny bag 1 wristlet watch drawer 27,076 pruning knife tin cigarettes chopper gilt bangle 27,225 2 empty bottles and 1 purse 27,258 22,678 1 mamoty ٠. . hairpin 24,738 1 chopper  ${
m cloth}$ 25,278 I petrol tin and I rubber tube 27,297 umbrella Found on road-27,393 1 pruning knife 1 suit case containing 10 pieces of cloth, 19 Found on railway lineballs of thread, 1 Tamil prayer book, 6 post-1 purse and 1 thimble cards, 1 silver hair pin, 1 phial scent, 1 rosary, Found in a garden-1 brass gilt brooch, 1 necklace 1 brass sheet 26,684 motor car tail light and 1 clock 27,695 1 time piece 26,773 3½ lb. gum made incense 27,748 .. 12 planks Found on road-27,929 1 mamoty 1 sun hat 28,026 1 table knife Turkish towel 28,258 12 coconuts and 1 katty 1 rain coat 27,694 1 horse racing machine 28,411 1 mamoty Found in a garden-28,578 1 burner of a side lamp of car 53 lb. dried cardamons 27,923 l knife 27,017 trunk 28,154 1 katty necklace 15 new pruning knives and 2 choppers 2 silver bangles R. Y. DANIEL, 2 pairs earrings Police Court, hairpin Kandy, June 5, 1929. Police Magistrate.

# VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended June 15, 1929.

Births.—The total births registered in the city of Colombo in the week were 164 (1 European, 7 Burghers, 97 Sinhalese, 31 Tamils, 19 Moors, 3 Malays, and 6 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1929, viz., 266,186) was 32·1, as against 31·7 in the preceeding week, 28·0 in the corresponding week of last year, and 36·1 the weekly average for last year.

Deaths.—The total deaths registered were 138 (3 Burghers, 87 Sinhalese, 24 Tamils, 17 Moors, 1 Malay, and 6 Others). The death rate per 1,000 per annum was 27·0, as against 30·6 in the previous week, 31·2 in the corresponding week of last year, and 30·3 the weekly average for last year.

Infantile Deaths.—Of the 138 total deaths, 23 were of infants under one year of age, as against 30 in the preceding week, 40 in the corresponding week of the previous year, and 33 the average for last year.

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

Principal Causes of Death.—1. (a) Seventeen deaths from Pneumonia were registered—6 in Maradana hospitals (including 2 deaths of non-residents), 3 in Kotahena South, 2 each in Maradana North and Kollupitiya, 1 each in Kotahena North, New Bazaar, Maradana South, and Wellawatta North—as against 25 in the previous week, and 23 the weekly average for last year.

- (b) Eight deaths from Influenza were registered—3 in Kotahena North, 2 each in St. Paul's and Kotahena South, and 1 in Maradana North. The number registered during the previous week, as also the weekly averge for last year was 8.
- (c) Two deaths from Bronchitis were registered—1 each in Maradana hospital and Maradana East—as against 3 in the previous week, and 3 the weekly average for last year.
- 2. (a) Ten deaths from *Phthisis* were registered—5 in Maradana hospitals (including 3 deaths of non-residents), 1 each in St. Paul's, Kotahena South, New Bazaar, Maradana North, and Slave Island, as against 9 in the previous week, and 11 the weekly average for last year.
- (b) Two deaths from *Phthisis*, of residents of Colombo town, occurred at the Anti-Tuberculosis Hospital, Ragama, during the week
- 3. Five deaths from *Enteric Fever* were registered,—3 in Maradana hospitals (of non-residents), and 1 each in St. Paul's and Kollupitiya. The number registered during the previous week was also 5, and the weekly average for last year was 3.
- 4. Fourteen deaths from Enteritis were registered—6 each from Diarrhoea and Debility, 3 each from Infantile Convulsions and Accidents, 1 each from Dysentery, Worms, Measles, and Puerperal Septicaemia, and 60 from Other Causes.
- 5. Reported Cases.—23 cases of Chickenpox, 9 of Measles, and 3 of Enteric Fever were reported during the week, as against 16, 6, and 2, respectively, of the preceding week.

State of the West of the The mean temperature of air was 80.8°, against 82.2° in the preceding week and 81.0° in the corresponding week of the previous year. The mean atmospheric pressure was 29.912 in., against 29.838 in. in the preceding week and 29.834 in, in the corresponding week of the previous year. The total rainfall in the week was 0.34 in., against 4.45 in. in the preceding week and 2.20 in. in the corresponding week of the previous year.

Registrar-General's Office, Colombo, June 18, 1929.

# UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF E. B. CREASY AND COMPANY, LIMITED.

- 1. The name of the Company is "E. B. CREASY & 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 ecquire and take over as a going concern the business now carried on at Colombo under the style or firm of E. B. Creasy and Company, and all or any of the assets and liabilities of the proprietor of that business in connection therewith.
  - (b) To carry on all or any of the business of importers, exporters, charterers of ships or other vessels, ware-housemen, merchants, ship and insurance brokers, carriers, forwarding agents, wharfingers, coopers, carpenters, and mechanical engineers.
  - (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, licentes, 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 pension or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said properties 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, einchona, 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, cocoa, 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, cocoa, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cocoa, 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, cocoa, 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.
  - (1) 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, cocoa, 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 act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform subcontracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
  - (n) 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.
  - (o) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cocoa, chocolate, coffee, and articles of food. drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world branch establishments and (or) 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.
  - (p) 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.

- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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.
- (u) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) 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.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) 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.
- (z) 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 1) 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 2) 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 3) 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 4) 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 5) To establish and support or to aid in the establishment and support of essociations, institutions, funds, and trusts calculated to benefit any of the employees and ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful objects.
- (z 6) To promote, join, and subscribe to federations or combinations for the purpose of protecting or encouraging any trade or industry, or for protection of employers or workmen, or for promoting co-operation between employers and employed, and to enter into arrangements or agreements with workmen and employees of the Company for participation in profits or joint control or otherwise as may be deemed expedient.
- (z 7) 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 of 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 2,000 Cumulative Preference Shares of Rs. 100 each and 8,000 Ordinary Shares of Rs. 100 each with power to increase or reduce the capital. Such Preference Shares shall confer the right to a fixed Cumulative Preferential Dividend at the rate of six per cent. per annum on the capital for the time being paid up thereon, and shall rank, as regards return of capital, in priority to the Ordinary Shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company, other than the said Preference Shares, 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.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall

(subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:-

(1) In payment of a fixed Cumulative Preferential dividend of 6 per cent. per annum on the capital for the time being paid up on the said Preference Shares.

(2) The balance of the remaining profits shall be divided among the holders of Ordinary Shares in proportion to the amount paid on the shares held by them.

7. In a winding up, voluntary or otherwise, the assets available for distribution amongst the Shareholders shall

- be applied (1) To the payment off of the capital paid up on the said Preference Shares with the arrears of vividend thereon,
  - whether declared or not, up to the commencement of the winding up. (2) To the payment off of the capital paid up on all the remaining shares, and any dividend on the said shares

up to the date of winding up, in accordance with the Articles of Association.

(3) To the division among the Shareholders, other than the holders of the Cumulative Preference Shares aforewritten, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

The rights for the time being attached to the said Preference Shares may be modified or dealt with in the manner mentioned in clauses 56 and 163 of the accompanying Articles of Association, but not otherwise, and these clauses shall be deemed to be incorporated herein, and have effect accordingly.

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	f Subscribers.				ber of Shares taken each Subscriber.
E. B. Creasy, Colombo	••		••		One
P. C. COARD, Colombo	••		• •	• •	One
P. W. Robinson, Colombo	••		••		One
E. B. CREASY, Jr., Colombo	• •	• •	••		One
D. L. DE SILVA, Colombo		• •	••		One
J. E. SCHUMACHER, Colombo	. ••	• •	••	•••	One
D. M. A. DE ALWIS, Colombo	••			••	One
	• ,		Total Shares taken	• •	Seven

Witness to all the above signatures, this Fifteenth day of May, 1929, at Colombo:

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

### ARTICLES OF ASSOCIATION OF E. B. CREASY AND 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 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 he above-named Company.

The "Ordinance" means and includes "The 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 shares 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, and includes the Life Director referred to in Article 95 and any Alternate Director appointed in place of a Life Director under Article 96.

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 versâ.

Words importing the masculine gender include the faminine, 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 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 Company shall forthwith enter into an agreement with Edward Becket Creasy in terms of the draft which has for the purpose of identification been signed by W. K. S. Hughes and the Directors shall carry the same into effect

with or without modification as they shall think fit.

### CAPITAL.

4. The nominal capital of the Company is One Million Rupees (Rs. 1,000,000) divided into 2,000 Cumulative Preference Shares of One hundred Rupees (Rs. 100) each and 8,000 ordinary shares of One hundred Rupees (Rs. 100) 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, provided however that such new shares shall have no preferential rights over the 2,000 Cumulative Preference Shares above referred to.

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 sub-

divide 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.

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 lands, property, rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property, rights, or privileges, 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, provided however that such new shares shall have no preferential rights over the

2,000 Cumulative Preference Shares above referred to.

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 lands, property, rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property, rights, or privileges and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand

in such form as the Company may from time to time direct.

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 41 to become a Shareholder in respect of any share.

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

calls due in respect of such share.

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

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

### CALLS.

- 21. The Directors may from time to time make such calls as they think fit upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that 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.
- 22. 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.

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

call was passed.

- 24. The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of the others, for payment of any call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to any such extension except as a matter of grace or favour.
- 25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

### TRANSFER OF SHARES.

26. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by clause 31 or 33 thereof, no share shall be transferred to a person who is not a member so long as any member (or any person selected by the Directors as one whom it is desirable in the

interests of the Company to admit to membership) is willing to purchase the same at the fair value.

27. Except where the transfer is made pursuant to clause 31 or 33 hereof, the person proposing to transfer any shares (hereinafter called the "proposing transferor") shall give notice in writing (hereinafter called a "transfer notice"), to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member of the Company (or person selected as aforesaid) at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the auditor in accordance with these Articles. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

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

the share to the purchasing member.

29. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered

to be acting as an expert, and not as an arbitrator.

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

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

hereof, to sell and transfer the shares (or those not placed) to any person and at any price.

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

33. Any share may be transferred by a member to any child or other issue, father, mother, wife, or husband of member, and any share of a deceased member may be transferred by his executors or administrators to any child, or other issue, father, mother, widow, or widower of such deceased member (to whom such deceased member may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will (and the restrictions in clause 26 hereof shall not apply to any transfer authorized by this clause).

34. The Directors may refuse to register any transfer of a share, (a) where the Company has a lien on the share; or (b) where the Directors are not of opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this clause shall not apply (where the proposed transferee is already a member (holding more than ten

shares), nor to a transfer made pursuant to clause 33 hereof.

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.

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 26, shall register the transferee as a Shareholder and retain the instrument of transfer.

37. 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.

38. 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.

39. 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.

40. The executors, or administrators, or the heirs of a deceased sole Shareholder shall be the only persons recognized

by the Company, as having any title to the shares of such Shareholder.

41. 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 Article, or of his title, as the Directors think sufficient, may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares; or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares.

42. A person becoming entitled to a share by reason of the death, bankruptcy, or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder

of the share, except that he shall not before being registered as a Member in respect of the share, be entitled in respect

of it to exercise any right conferred by membership in relation to meetings of the Company.

43. 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.

44. 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.

45. 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, premin, 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.

46. 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.

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.

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.

49. 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

46 hereof, shall be redeemable after sale or disposal.

50. 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

51. 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.

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.

53. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by Article 51 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

54. 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.

55. 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, provided that no such shares shall

have any preference over the 2,000 Cumulative Preference Shares above referred to.

56. 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.

57. 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 such meeting.

### EMPLOYEES' SHARES.

- 58. The Directors may remunerate any employee of the Company by means of a share of the profits of the Company, or by remuneration varying with the profits earned or the dividends declared, or with the output or turnover of the Company and such remuneration may be in addition to the ordinary remuneration of such employee, and may be either in cash or by way of allotment of shares fully or partly paid as the Directors think fit. And the Directors may establish such schemes for remuneration of employees in man er aforesaid as the Directors may in their absolute discretion think fit; and the Directors may from time to time vary any such schemes and may attach to any shares allotted to employees such special rights, privileges, conditions, or restrictions as they think fit, provided always that any shares which shall be issued to any employee of the Company by way of remuneration or share of profits as aforesaid shall be called "employee shares," and shall be subject to the provisions hereinafter contained relating to employee shares:-
- (a) Each of the employees' shares shall, whilst it is held by an employee of the Company, rank for dividend as if it were an ordinary share of Rs. 100 fully paid up (and whilst not held by an employee of the Company it shall not carry the right to any dividend).

(b) An employees' share shall not confer the right to vote, or to attend at general meetings.

(c) An employees' share shall not be transferable except as provided by paragraph (d) of this clause.

(d) Whenever an employees' share is allotted, or, pursuant to this clause, is transferred to any employee of the Company, such employee shall be entitled to retain and hold the same so long as he remains an employee of the Company; and if by death, resignation, withdrawal, dismissal, or otherwise, he cease to be an employee of the Company, he or his executors or administrators shall be bound, upon the request in writing of the Directors, to transfer such share to such person as the Directors may nominate; and, if such person is not an employee of the Company, such person shall at any time, on the request of the Directors, transfer such share to any employee of the Company.

(e) If any person who ought, in conformity with the last preceding paragraph of this clause, to transfer any shares makes default in transferring the same, the Directors may, by writing under the common seal, appoint any person to make the transfer on behalf of the person in default, and a transfer by such appointee shall be as effective as if it were duly executed by the person so in default. A certificate under the common seal that such power of appointment has arisen

shall be conclusive for all purposes.

(f) In this article "employee of the Company" means and includes any foreman, clerk, or storekeeper, but the term does not include Directors or auditors.

Borrowing Powers.

59. The Directors shall have power from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 and Fifty thousand (Rs. 250,000).

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.

- 61. 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 endo: se on behalf of the Company any promissory notes or bills of exchange.
- 62. 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.
- 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.

64. 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.

Subsequent General Meetings shall be held once in every year, at such time and place as may be prescribed **~65**. 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.

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.

67. 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.

68. 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.

69. Any Shareholder may, on giving not less than five 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. 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 notice sent by post or otherwise served as hereinafter provided but so that a General Meeting may, with the consent in writing of all the Shareholders for the time being, be convened on a shorter notice than seven days or without written notice, notice of an adjourned meeting shall not be requisite in any case. 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.

The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Share-

holders shall not invalidate any resolution passed at such meeting.

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

have been given in the notice or notices upon which the meeting was convened.

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

except resolutions submitted under Article 69.

75. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business three or more Shareholders entitled to vote.

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

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

choose one of their number to be Chairman.

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

79. The Chairman may with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place unless due notice thereof shall be given.

### VOTING AT MEETINGS.

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, present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

81. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney 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.

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.

No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment. 84. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

85. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator

of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased Shareholder, unless such person shall have been registered as a Shareholder.

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

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

88. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not

apply to a power of attorney.

89. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a Shareholder or his attorney) or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

to vote.

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

### E. B. Creasy & Company, Limited.

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 \_\_\_\_\_

91. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever. 92. No Shareholder

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

the voting.

### DIRECTORS.

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

94. As remuneration for their services the Directors shall each be entitled to appropriate such sum as shall be

provided for by the Company in General Meeting.

95. Edward Becket Creasy (who is herein referred to as the Life Director) shall, subject to the provisions of Article 110, be entitled to hold office so long as he lives, and Philip Compton Coard and Peter Wilberforce Robinson (together with any other Directors) shall be the first Directors of the Company. The Ordinary Directors (which term shall mean the Directors for the time being of the Company other than the Life Directors and any alternate Director appointed by a life Director) shall hold office with the Company other than the Life Directors and any alternate Director appointed by a life Director) shall hold office until the First Ordinary General Meeting of the Company when they shall retire, but shall be eligible for re-election.

A life Director shall, subject to the provisions of Article 110, have power to appoint any member 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 ips facto vacate office if and when his appointor returns to Ceylon or vacates office as a life 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. Such alternate Director may be one of the ordinary Directors of the Company in which case he shall be entitled to vote in both capacities but one person holding the office of ordinary Director and alternate Director shall not be a quorum under Article 120.

An alternate Director shall in the absence of a direction to the contrary in the instrument appointing him be entitled to receive notice of 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 those Articles.

97. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager or Managing Director, or Managing Directors, and (or) Agent, or Agents of the Company, 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 or Managing Directors, and (or) Agent, or Agents of the Company, 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.

98. At the First Ordinary General Meeting of the Company all the ordinary Directors shall retire from office and at the First Ordinary General Meeting in every subsequent year one of the ordinary Directors for the time being shall retire from office as provided in Article 99.

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

100. In case any question shall arise as to which of the ordinary Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

Retiring Directors shall be eligible for re-election.

The Ordinary General Meeting at which ordinary 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.

103. Any casual vacancy occurring in the number of ordinary Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the life Director, 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.

104. A General Meeting may from time to time with the consent of the life Director 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.

105. If at any meeting at which an election of an ordinary 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.

106. 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.

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.

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

109. 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.

110. The office of the Directors shall be vacated:

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Manager, Agent, Visiting Agent, Superintendent, 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 resigns his office under the provisions of Article 106.

(e) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon without leave from the Board for a period of three consecutive months, provided that the office of life Director shall not be vacated by reason merely of absence from Ceylon for any period.

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.

111. The Directors shall have power to carry into effect the acquisition of the business assets and liabilities of the firm of E. B. Creasy & Co., Colombo, and the purchase and acquisition or lease of any business, lands, right, or property

they may think fit, or any share or shares thereof.

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 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, and acquisition of the said business and otherwise in or about the working and business of the said Company.

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 superintendents, assistants, cierks, 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.

114. 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

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 the 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 Article in these presents on the Directors shall not be taken to be limited by any Article conferring any special or expressed power.

115. The Directors shall have power to appoint a proctor or proctors, solicitor or solicitors, attorney or attorneys to assist in corrying 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.

116. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such banks 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.

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.

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, lands, property, rights, privileges 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.

119. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in the last preceding Article and of the other powers conferred by these presents, it is hereby expressly declared that the

Directors shall have the powers following (that is to say) :-

(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

(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, receiver, 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 the 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. 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.

120. 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, a life Director or his attorney and one ordinary Director shall be a quorum.

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

122. 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.

123. 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.

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.

125. 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.

The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in  $12\bar{6}.$ 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.

127. 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.

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

) Of all appointments of (a) 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.

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.

ACCOUNTS.

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

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

General Meeting.

132. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary

of the property and liabilities of the Company, made up to the end of the same period.

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

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

or as near thereto as circumstances admit.

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

136. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at,

or posted to, the registered address of every Shareholder.

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

AUDIT. 138. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company,

and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor. 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.

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.

Retiring Auditors shall be eligible for re-election.

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

143. Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting, after his appointment, and it shall be his duty to examine the same with the accounts and vouchers

relating thereto and to report thereon to the meeting, generally, or specially, as he may think fit.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

dividend or bonus shall be payable except out of nett profits.

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

such interim dividend or bonus.

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

148. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, Debentures or Debenture stock of the Company or of any other company, or in any other form of specie, or in any one or more of such ways and the of the Company or or any other company, or in any other form of specie, or in any one or more of such ways and the Directors shall give effect to such direction and when any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets, or any part thereof and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

No unpaid dividend or bonus shall ever bear interest against 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.

151. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact.

that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

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

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

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

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

156. Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be

registered as such in the books of the Company.

157. 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 notices may be sent.

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

159. Any notice, if 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.

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

be entitled to be given any notices.

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

### EVIDENCE.

161. 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.

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

163. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or 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 section in the said section provided the provisions of the Ceylon Ordinance No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names

at the places and on the dates hereafter written:

E. B. CREASY, Colombo.

P. C. COARD, Colombo.

P. W. Robinson, Colombo.

E. B. CREASY, Jr., Colombo.

D. L. DE SILVA, Colombo.

J. E. SCHUMACHER, Colombo.

D. M. A. DE ALWIS, Colombo.

Witness to all the above signatures, this Fifteenth day of May, 1929, at Colombo:

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

### MEMORANDUM OF ASSOCIATION OF GLOBE MOTORS, LIMITED.

The name of the Company is "GLOBE MOTORS, LIMITED."

The registered office of the Company is to be established in Colombo.

The priects for which the Company is established are

- The diesets for which the Company is established are—

  (a) To carry on the business of motor car importers, dealers, manufacturers, and repairers in all their respective branches and of mechanical engineers and manufacturers, importers, exporters, and dealers in implements and machinery of every description, garage-keepers, metal workers, smiths, wood workers, carriage, and machinery of every description, garage-keepers, metal workers, smiths, wood workers, carriage, motor, and other vehicle builders, painters, electrical engineers, carriers, merchants, and commission agents, and to buy, sell, hire, manufacture, repair, and deal in motor cars, motor cycles, aeroplanes, and other mechanically propelled vehicles of every description and their accessories, machinery, implements, and materials of all kinds and to own, operate, or hire out vehicles, either as taxi-cabs, or cars for private or public hire, emilibuses or tramcars, and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being
- (b) To purchase, take on lease or in exchange, hire, or otherwise acquire any movable and immovable property and any rights or privileges which the Company may think necessary or expedient for the purpose of its business and in particular any lands, buildings, works, easements, machinery, plant, stock-in-trade, rolling stock, live stock, wharves, warehouses, offices, ships, steam vessels, boats, barges, and launches, patents, inventions, privileges, monopolies, licences, concessions or processes and the like, and any other right or powers conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention available for use in connection with any of the objects of the Company.
- (c) 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.
- (d) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
- (e) 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.
- (f) To lease any factory or other buildings from any company or person.
- (g) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (e).
- (h) To let, lease, sell, exchange, or mortgage the Company's business, 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (1) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares, or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (m) To acquire by purchase in money or otherwise shares or bonds in, 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.
- (n) 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.
- (0) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (p) 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.

(q) 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.

(r) 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 shares either fully or partly paid up for such purpose.

(s) 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.

(t) 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.

(u) 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.

The liability of the Shareholders is limited.

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

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall

(subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:

- (1) The profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.
- 7. In a winding up voluntary or otherwise, the assets available for distribution amongst the members shall be applied-
  - (1) To the payment off of the capital paid up on all the shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
  - (2) Toothe division among the Shareholders, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-section (1) hereof.

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 Ac	ldresse	s of Su	bscribers.				r of Ordinary Shares by each Subscriber.
B. KITCHING, Colombo	• • •		4.64				One
L. G. PERERA, Colombo			. N	• •			One
R. MAHADEVA, Colombo	. • •		⋠.	• •			One
S. Dorasamy, Colombo			<b></b>	• •			One
CHAS. H. PIERES, Colombo					•		One
FRANK B. JAYATILAKA, Colom	bo				,		One
S. M. Yoosoof, Colombo	• •			• •			One
		•	•		Total .	.:	Seven

Witness to the above signatures at Colombo, this 23rd day of May, 1929:

ARTHUR FERNANDO, Proctor, Supreme Court, Colombo.

# ARTICLES OF ASSOCIATION OF GLOBE MOTORS, LIMITED.

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 goverend 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. None of the funds of the Company shall be employed in the purchase of, or be lent on, the shares of the Company.

### 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 "Globe Motors, Limited," incorporated or established by or under the Memorandum

of Association to which these Articles are attached.

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 a Shareholder of the Company.
"Presence or present" at a meeting means presence of 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 only include the feminine, and vice versa.

"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 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.

3. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000

ordinary shares of Ten Rupees (Rs. 10) each.

4. 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 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 and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

5. 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.

The Directors in like manner, and with like sanction, may reduce the capital of the Company, and may subdivide or consolidate the shares forming the capital of the Company or any of them.

### SHARES.

7. The Company may make arrangements on the issue of shares for the difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

8. 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.

9. The shares, except when otherwise provided, thall 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 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 shares or any portion of them to the vendor or vendors of any property or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such property or lands, and that without offering the shares so allotted to the Shareholders.

10. 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 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 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 property or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such property or lands, and that without offering the shares so allotted to the Shareholders.

11. Every person taking any share in the Comapny shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the

Directors shall from time to time determine and direct.

12. 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.

13. Shares may be registered in the names of two or more persons not in partnership.

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 the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

15. 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.

- 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 clauses 34 and 35 to become a Shareholder in respect of any share.
- 17. 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.

18. Every Shareholder shall be entitled to a certificate under the common seal of the Company, specifying the distinctive numbers of the shares held by him, and the amount paid thereon.

19. 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

20. 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.

### CALLS.

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

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

call was passed.

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; 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, six per centum per annum.

### TRANSFER OF SHARES.

- 26. Subject to the restrictions of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.
  - 27.

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

- 29. 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 to any person not approved 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.
- 30. Every instrument of transfer must be left at tile office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of 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 29, shall transfer the transferee as a Shareholder and retain the instrument of transfer.

31. 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 Directors for that purpose.

- 32. 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.
- The Register of transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after the Meeting; also at such other time (if any) 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.

34. The executors, or administrators, or the heirs of a deceased Shareholder other than one of several joint Shareholders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

35. 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 the marriage of any female Shareholder, or in any other way than by transfer, shall, upon securing 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.

36. If any person who shall become entitled to be registered under clause 35 in respect of any share on which the Company has any lien, 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 next 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.

37. The Directors may accept, in the name and for the benefit of the Company, and upon such terms and condition

as may be agreed, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

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.

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.

40. 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.

The surrender or forfeiture of a share shall involve the extinction of all interest in, and 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.

42. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that a share has been duty 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 evidence of the facts therein stated as against an persons who would have been children to the state, but for sain saintenance 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 effected by any irregularity in the proceedings in reference to such forfeiture or sale.

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 40

hereof, shall be redeemable after sale or disposal.

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, or claim 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.

44. Such charge or lien may be made available by 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.

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.

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46. 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 44 has arisen and is exercisable by the Company under these presents shall be conclusive evidence of the facts therein stated.

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.

48. 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 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 resoltion determine.

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 a special 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 dividened, 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.

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.

51. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sums of money for the purpose of the Company's business, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Three hundred thousand Rupees.

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.

53. For the purpose of securing the repayment of any such money so borrowed or raised for any other purposes, 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.

54. 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 redemp-

tion, surrender, drawings, allotment of shares, or otherwise.

55. 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.

56. 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.

57. 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 pregribed then at such place and at such time as soon after the first day in each year as may be determined by the Director?

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.

59. 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.

60. 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 twenty-one days from the delivery of the requisition, 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.

Any Shareholder may, on giving not less than fifteen days' previous notice of any resolution, submit the same

to a meeting.

62. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.
63. Seven days' notice at least of every General No. 1918; 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 notice sent by post or by advertisement in the Ceylon Government Gazett, for 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.

64. 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.

With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at the 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.

66. 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 by proxy or attorney

at the commencement of the business three or more Shareholders entitled to vote.

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.

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.

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

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.

71. 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.

72. At any meeting every resolution shall be decided in the first instance 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 member 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.

73. If at any meeting a poll be demanded by some Shareholder present, at the Meeting and entitled to vote, the meeting shell, 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.

74. 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.

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

76. On a show of hands every Shareholder present in person shall have one vote only. 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 the control of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every of hands. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every ordinary share held by him.

77. The parent or guardian of an infant Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband or 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 person, unless such person shall have been registered as a

Shareholder.

Votes may be given either personally or by proxy or by attorney. 78

No Shareholder shall be entitled to vote or speak 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, or person acquiring by marriage, shall be entitled 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 possessed of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting which he proposes to vote or speak.

80. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the incor-

poration of the Company.

81. No person shall be entitled to hold a proxy who is not a Shareholder of the Company, but this rule shall not apply to a power of attorney.

82. The instrument a

The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor or if

such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

83. 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 at which the person named in such instrument proposes to vote.

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

Globe Mours, Simited.

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.

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

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.

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

of the voting.

### DIRECTORS.

86. 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 may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least one hundred shares in the Company, of any class 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.

As remuneration for their services the Directors shall be entitled to appropriate a sum of Six Thousand Rupees per annum, 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.

87. The first Directors shall be Messrs. E. C. Herbert, and B. Kitching, both of Colombo, who shall hold Office till the First Ordinary General Meeting of the Company, when they shall both retire, but shall be eligible for re-election.

88. 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 may fix by agreement with the person or persons appointed to the office, and they may from time to time (subject to the provisions of any contract between him or them and the Company) revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors.

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.

89. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors; but he shall, subject to the same provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the Office of Director from any cause he shall ipso facto and immediately cease to be a Managing Director.

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

provided in clause 91.

- 91. The Directors to retire from office at the second, third, and fourth 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.
- 92. 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.

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

94. 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.

95. 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.

96. 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.

- 97. 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.
- 98. 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.

99. 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?

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all loses 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 rising from the bankruptcy, incolvency, 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.

101. No contribution shall be required from any present or past Director or Manager, exceeding the amounts,

if any, unpaid on the shares ir respect of which he is liable as a present or past Shareholder.

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated-

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.

(c) If he ceases to hold the required number of shares to qualify him for the office.

Provided 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, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

# Powers of Directors.

103. The Director shall have power to acquire and carry into effect the lease, purchase, or acquisition of any lands,

or property they may think fit, or any share or shares thereof.

104. 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, or secretary or secretaries of the Company, to be appointed by the Directors 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 property and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon, and no person shall act in any manner as a Director whilst resident temperarily or otherwise outside Ceylon except by special sanction of the Board where such Director is engaged out of Ceylon on the Company's business.

105. 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 those 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.

106. 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.

- 107. 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.
- 108. 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 interest of the Company.
- 109. The seal of the Company shall not be used or affixed to any deed or instrument except in the presence of two or more of the Directors, or of one Director and the secretary or secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the secretaries, in the event of a firm or corporation being the secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm or corporation signing for and on behalf of the said firm or corporation as such secretaries.
- 110. It shall be lawful for the Directors, if authorized so to do by 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 and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.
- 111. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in any of the preceding clauses, 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 of 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.

- 112. 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.
  - 113. A Director may at any time summon a meeting of Directors.
- 114. 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
- 115. 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.

- 116. The Board may deligate 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 reveke 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.
- 117. 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.
- 118. 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.
- 119. 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.
  - 120. 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 the committees appointed by the Board.
- 121. 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.

#### ACCOUNTS

- 122. The Director 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 and at such place or places, as the Directors think fit.
- 123. 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 statute or authorized by the Directors or by a resolution of the Company in General Meeting.
- 124. 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.
- 125. 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.
- 126. 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.
- 127. 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.

## AUDIT.

- 128. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained, by one or more Auditors.
- 129. 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.
- 130. The Directors shall appoint the first Auditor of the Company and fix his remuneration. He 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.
- 131. The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time be varied by a General Meeting.
  - 132. Retiring Auditors shall be eligible for re-election.

- 133. If any vacancy that may occur in the office of Auditor is not supplied at the next Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditors the Directors shall fill up the vacancy by the appointment of a person who shall hold office until the next Ordinary General Meeting after his appointment.
- 134. 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.
- 135. 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.

- 136. 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.
- 137. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders.
- 138. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund of any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

Subject to the foregoing the Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, and the Company shall declare the dividend (if any) to be paid, but such dividend shall not exceed the amount recommended by the Directors.

- 139. The Directors may, from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining or extending any of the property or plant of the Company or any part thereof, or for the redemption of mortgages or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.
  - 140. No unpaid dividend or bonus shall ever bear interest against the Company.
- 141. 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.
- 142. 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.
- 143. Notice of any dividend that has been declared for 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.
- 144. 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.
- 145. 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.
- 146. 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 by means of cheques or draft 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 one or more of such ways and the Directors shall give effect to give such direction, and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific asset or any part thereof, and may determine that cash payments shall be made to any Sharsholder upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed and Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

#### NOTICES.

- 147. 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.
- 148. 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.
- 149. 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 to which notice may be sent.
- 150. 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.

- 151. 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.
- 152. Every Shareholder residing 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 notices.

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

## EVIDENCE.

153. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareho der 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.

- 154. 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.
- 155. 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 Compeniés (Consolidation) Act of 1908, in England; but for the purposes of an arbitration as in the sub-section (6) of the said section in voided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names:

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Witness to the above signatures at Colombo, this 23rd day of May, 1929

ARTHUR FERNANDO.
Proctor, Supreme Court, Colombo.

Indo-Ceylon Trading Company, Limited.

(In Voluntary Liquidation.)

OTICE is hereby given that the creditors of the abovenamed Company are required on or before August 21, 1929, to send in their names and addresses and the particulars of their debts or claims to the liquidators, and if so required by notice in writing from the said liquidators to come in and prove their debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefits of any distribution made before and debts are proved. distribution made before such debts are proved.

(1) J. E. DAVID,(2) H. T. RAMACHANDRA,

April 12, 1929. C/o J. E. David & Co.,

Liquidators.

Comporate Accountents and Auditors. . O. Box 302, Queen's street, Colombo.

Hadon Carolis and Sons, Limited.

OTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, 54, Keyzer street, Pettah, Colombo, on Friday, June 28, 1929, at 3 P.M., when the subjoined resolution will be submitted:

"That in terms of the Articles 64, notices of General Meetings shall be given by notices sent by post.

By order of the Board,

N. HEWAVITARNE, Secretary.

June 17, 1929.

The Ceylon Brush Manufacturing Company, Limited.

OTICE is hereby given that the Third Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, De Mel building, 103, Chatham street in the Fort of Colombo. on Friday, July 12, 1929, at 11 A.M.

Business. f.

(1) To receive the report of the Directors and audited, accounts for the twelve months ended March 31, 1929.

(2) To elect Directors.

(3) To elect Auditors. (4) To transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from July 5 to 12, 1929, both days inclusive).

By order of the Directors,

Colombo, June 21, 1929.

H. L. DE MEL & Co., Agents and Secretaries.

The Hunuwella (Pelmadulla) Rubber Company, Limited.

OTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Hunuwella (Pelmadulla) Rubber Company, Limited, will be held at the registered office of the Company, Australia buildings, Fort, Colombo, on Wednesday, September 4, 1929, at 11.30 A.M. for the purpose of considering, and, if thought fit, passing the following resolutions:

## . Resolutions.

- 1. That the purchase and acquisition by way of amalgamation by the Company as a going concern as on and from January 1, 1929, of the Hallina estate, situated in the District of Ratnapura, and containing in extent about 784 acres and the other assets belonging to The Hallina Tea and Rubber Company, Limited, a Company registered under the Ceylon Joint Stock Companies Ordinance, upon, inter alia, the following terms:
  - (a) The consideration for such purchase and acquisition shall be the allotment and issue to the said the Hallina Tea and Rubber Company, Limited,

and/or its nominee or nominees of 45,000 shares of the nominal value of Rs. 10 each in the capital of this Company to be issued and regarded for all purposes as duly fully paid.

(b) The said 45,000 ordinary shares shall participate in all dividends declared after March 15, 1929, and in all other respects shall rank pari passu with the existing 132,000 issued shares of this Company.

- (c) This Company shall undertake to pay and discharge all the liabilities of the Hallina Company outstanding on December 31, 1928, and all the expenses of the Hallina Company in connection with the sale of its assets and the winding up of that Company, and upon such other terms and conditions as the Directors shall in their absolute discretion think fit, be and the same is hereby approved.
- 2. That the Directors be and they are hereby authorized to take all such teps as may be necessary or as the Directors in their absolute discretion shall think fit to carry the said amalgamation into effect and to enter into, sign, seal, execute, and deliver all such agreements, contracts, documents, and other writings as may be necessary in the premises embodying therein in addition to the above terms such other terms and conditions as the Directors shall in their absolute discretion think fit.

By order of the Directors,

Colombo, June 20, 1929.

CARSON & Co., LTD., Agents and Secretaries.

The Hallina Tea and Rubber Company, Limited.

OTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Hallina Tea and Rubber Company, Limited, will be held at the registered office of the Company, Australia buildings, Fort, Colombo, on Wednesday, September 4, 1929, at 12 noon for the purpose of considering, and, if thought fit, passing the following resolutions:

## Resolutions.

- 1. That this Company be amalgamated with the Hunuwella (Pelmadulla) Rubber Company, Limited, a Company registered under the Ceylon Stock Companies Ordinances, and that such amalgamation be effected by transferring the undertaking and assets of this Company (including this Company's Hallina estate in extent about 784 acres) to the Hunuwella (Pelmadulla) Rubber Company, Limited, as a going concern as on and from January 1, 1929, upon, inter alia, the following terms:-
  - (a) The consideration for such sale shall be the allotment and issue to this Company and/or its nominee or nominees of 45,000 shares of the nominal value of Rs. 10 each in the capital of the Hunuwella (Pelmadulla) Rubber Company, Limited, to be issued and regarded for all purposes as duly fully paid.

(b) The said 45,000 ordinary shares shall participate in all dividends declared after March 15, 1929, and in all other respects shall rank pari passu with the existing 132,000 issued shares of the Hunuwella (Pelmadulla) Rubber Company, Limited.

- (c) The Hunuwella (Pelmadulla) Rubber Company, Limited, shall undertake to pay and discharge all the liabilities of this Company outstanding on December 31, 1928, and all the expenses of this Company in connection with the sale of its assets and the winding up of this Company: And upon such other terms and conditions as the Directors shall in their absolute discretion think fit
- That the Directors be and they are hereby authorized to take all such steps as may be necessary or as the Directors in their absolute discretion shall think fit to carry the said amalgamation into effect and to enter into, sign, seal, execute, and deliver all such agreements, contracts, documents, and other writings as may be necessary in the premises embodying therein in addition to the above erms such other terms and conditions as the Directors shall in their absolute discretion think fit.

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

By order of the Directors,

Colombo, June 20, 1929.

CARSON & Co., Ltd., Agents and Secretaries.

10 /20 \$ Auction Sale under Mortgage Decree, D. C., Colombo, 33,168.

DREMISES No. 63, Keyzer street, Pettah, Colombo, will be sold by public auction on Friday, July 12 1929, at 5 P.M., at the spot, in extent 5 80/100 perches

A splendid opportunity for the capitalist.

Further particulars from S. Somasundram, Esql., Proctor and Notary, Courts, or-B C

34, Hulftsdorp street, Colombo, June 18, 1929.

B. D. AMIT, Auctioneer and Broker.

Auction Sale.

NDER instructions from the assignee in D./C. Colombo, insolvency No. 3,869 and upon orders of court, I shall sell by public auction on Tuesday, July 2 1929, at 4.30 P.M., at the spot :—All that land called Lawula gahawatta, together with the trees and plantations standing thereon, situated at Telengapatha in Wattala; extent I rood and 19 perches. Property of A. M. Rupesinghe. For title deeds, &c., please apply to M. S. Akbar, Esq., Proctor and Notary, Courts or to me

B. D. AMIT, Auctioneer and Broker.

34, Hulftsdorp street, Colombo, June 18, 1929.

12/105 Auction Sale under Mortgage Decree in Case No. 32,153 D. C., Colombo.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Friday, July 12, 1929, at 5 P.M., at the spot:

All that land called Kongshawatta alias Kahatagahawatta, situated at Kahuwana in the Ragan pattu of Alutkuru korale ; extent 1 acre

For further particulars, please apply to me-

'Phone: 654. 59, Belmont street Colombo, June 21, 1929.

H. J. F. Rodrigo, Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. Colombo, No. 32,470.

Matilda Jansz of Kotahena street, Colombo .... Plaintiff

(1) A. Dulian Pigera (widow), (2) W. Dona Engeltina Hamine, and (3) M. D. V. Jayasundera Gunawardena,

BY virtue of the commission issued to me in this case, I shall sell by public audition on Saturday, July 20, at 4 P.M., at the spot:—

All that allotment of land called Dodangahawatta or Kadewatta, with all buildings and plantations thereon, situated at Weliwita in Palle pattu of Colombo District; said to contain in extent 1 acre and 23 perches.

For further particulars apply to Albert E. Perera, Proctor and Notary, Hulftsdorp, for to me-

2, Ferry street, Hulftsdorp, June 17, 1929.

CHAS. H. PIERES. Auctioneer and Broker.

## Auction Sale of a Rubber Estate.

In the District Court of Colombo.

(1) Evelyn Beatrice Bartholomeusz of Green Lodge, Ratmalana, Mount Lavinia, Colombo, (2) Miss Ellen Van Geyzel of Rosemead place, Colombo .... Plaintiffs

No. 32:313.  $\mathbf{v}_{\mathbf{s}}$ 

(1) Abdul Cader Ahamed Ismail of Galle, presently of Arcade buildings, Fort, Colombo, (2) Laura Geyzel of Colombo . . . . Defendants.

Y virtue of the commission used to me in the above case, I shall rifer to the by out auction at coms, 19, Build sufer for the recovery of the sum of Rs. 21,354, with interest on Rs. 20,000 at the rate of 12 per cent. per annum from March 25, 1929, to date of decree and thereafter on the aggregate amount at 5 per cent. per annum and to the 2nd plaintiff the sum of Rs. 5,241.50, with interest on Rs. 5,000 at the rate of 12 per cent. per annum from March 25, 1929, to date of decree and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit (not taxed), the following property:-

All that and those the rubber estate, plantation, and femises formerly called and known as Welielamanana, esently known as Thalha estate, comprising the following illotments of land which adjoin each other and form one property and which from their situation as respects each

other can be included in one survey, to wit :

1. An allotment of land called Welielamanana Kela, situated in Nawadagala village in Bentota Walallawiti korale of the Galle District, Southern Province; bounded on the north by land claimed by natives land described in title plan Nos. 260,352, 260,112, 243,051, 243,052, and 260,113 and reservation along the road, on the east by reservation along the road and land described in title plan No. 260,107, on the south by lands described in title plans Nos. 167,137, 167,192, and 259,022, and on the west by Crown land and land claimed by natives; containing in extent 41 acres and 20 perches, according to the title plan thereof No. 277,128 dated May 18, 1911, authenticated by

R. S. Templeton, Esq., Surveyor-General.
2. An allotment of land called Welielamanana, situated in Nawadagala village aforesaid; bounded on the north by land claimed by natives and on all other sides by lot No. 24,805 in preliminary plan 8,427, containing in extent 3) perches, according to the title plan thereof No. 260,352 dated February 2, 1909, authenticated by the said R. S. Templeton, Esq., Surveyor-General, both of which said premises have been held and possessed by 1st defendant under and by virtue of deed No. 3,450 dated August 3, 1920, attested by W. A. S. de Vos of Colombo, Notary Public, together with the buildings, factories, trees, plantations, crops, produce, machinery, tools, implements, cattle, and other and the live and dead stock thereon, together with all rights, privileges, easements, servitudes and appurtenances whatsoever thereto belonging.

For further particulars apply to Messrs. Wilson & Kadirgamar, Proctors and Notaries, Colombo, or to the

undersigned-

? Phone: 289. 19, Baillie street, Fort. Colombo, June 18, 1929.

A. Y. DANIEL of A. Y. DANIEL & SON, Auctioneers and Brokers.

# Auction Sale under Mortgage Decree.

NDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,092, D. C Negombo, in favour of A. R. A. Tangaiah Pulle of Negombo Negombo, in favour of A. R. A. Tangalan Fulle of Negombo, against Suriya Mudiyanselage Simon Appuhamy of Dunakadeniya, for the recovery of the sum of Rs. 7,661 25, with further interest on Rs. 6,760 at 18 per cent, per annum from July 20, 1926, till January 43, 1927, and thereafter legal interest, less by sum of Rs. 2,000 and costs of suit, shall sell by public auction on Saturday, July 13, 1929, at the respective spots, commercing at 1,30 r.m., the following properties to wit. following properties, to wit:-

1. An allotment of land called Millagahamukalana at Dunakadeniya village in Katugampola korale of gampola hatpattu, in Kurunegala District, North-Western

Province, in extent 5 acres/and 24 perches.

2. An undivided 2/7 shares of the land called Katakelagahawatta at Dunakadeniya aforesaid, in extent 2 acres and 2 roods, with the buildings thereon.

3. An undivided 1 share of the field called Bakmigahakumbura at Dunakadeniya aforesaid, in extent about

I pela of paddy sowing ground.

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

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

The undivided 1 share of Katakalagahamulawatta at Dunakadeniya aforesaid, in extent 2 kurunies of kurakkan sowing ground, with the entirety of buildings thereon.

7. The undivided is share of Gorakagahawatta at Dunakadeniya aforesaid, in extent about 8 measures of kurakkan sowing ground, with the buildings thereon.

8. The undivided \(\frac{1}{3}\) share of Gorakagahawatta at Dunakadeniya aforesaid, in extent about 6 measures of kurakkan sowing ground, with the buildings thereon.

9. All that field called Mailagahakumbura at Dunaka-

deniya aforesaid, in extent about 2 beras of paddy sowing

ground.

10. All those two contiguous portions of land called Kohombagahawatta at Dunakadeniya aforesaid, in extent 1 acre and 2 roods, with the buildings thereon.

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

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

For further particulars apply to S. K. Wijeratnam, Proctor, Supreme Court, and Notary Public, Negombo, or to me-

Negombo, June 5, 1929.

K. H. PERERA. Licensed Auctioneer.

Auction Sale.

Valuable Rroperfies at Palliyapitiya in the District of Negombo.

NDER decree entered in case No. 3, 168, D. C., Negombo, NDER decree entered in case No. 3, 168, D. C., Negombo, in favour of the plaintiff, Sembukutti Arachchige Benedict de Silva of Katana Mills, Matana, against the defendants—(1) Sudasiri Manchanayake Appuhamillage Siadoris Perera Appuhamy, (2) ditto Marthelis Perera Appuhamy, and (3) ditto Charles Perera Appuhamy, all of Palliyapitiya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 19,950 with interest on Rs. 15,000 at 18 per cent. per annum from March 4, 1929, to April 30, 1929, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties by public auction at the respective spots, commencing at 3 P.M. on Friday, July 12, 1929, viz.:—

(1) All that portion of land called Kongahawatta, situated at Palliyapitiya in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 5 acres and 2 roods and the tiled house and other buildings standing thereon.

(2) All that allotment of land formed of the two contiguous portions of land called Kongaskele and Kongahalanda, situated at Palliyapitiya aforesaid; containing in extent about 8 acres. Of this land after excluding an undivided portion in extent 1 acre towards the northern side all the remaining undivided portion end the buildings

(3) All that portion of land called Kongahawatta, situated at Palliyapitiya aforesaid; containing in extent

about 4 acres.

(4) All that field called Dawatagahakumbura. situated at Palliyapitiya aforesaid; containing in extent about 6

beras of paddy sowing ground.

(5) All that allotment of land formed of the two contiguous lands called lot 147 in plan No. 73,045 and portion of Kongahawatta, situated at Palliyapitiya aforesaid; containing in extent about 8 acres, and the buildings thereon.

(6) All that field called Pothukepillekumbura, situated et Palliyapitiya aforesaid; containing in extent about 8 beras of paddy sowing ground.

Further particulars from E. R. Sameresekera, Esq., Proctor, Supreme Court, and Notary, Negombo, or-

Negombe, June \$8, 1929.

M. P. KURERA & Co., Auctioneers.

Auction Sale. Property at Uthitiyawa in the District of Chilaw.

NDER decree in case No. 2,992, D. C., Negombo, NDER decree in case No. 2,992, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Rawanna Mena Ramanaden Chetty by his attorney Wana Ena Narayana Pulle of Negombo, against the defendants—(1) Warnakulasariya Martha Maria Tissera, widow of the late Saweri Tissera, (3) ditto Liyanard Tissera, both of Ulhitiyawa, (3) ditto Agnes Tissera and husband (4) ditto Anthay Forman Agnes Tissera and husband (4) ditto Anthay Forman Agnes Tissera and husband (5) ditto Anthay Forman Agnes Tissera and husband (5) ditto Anthay Forman Agnes Tissera and husband (5) ditto Anthay Forman Agnes Tissera and husband (6) ditto Anthay Agnes Tissera and husband (6) ditto Anthay Agnes Tissera and husba (4) ditto Anthony Fernando Amavi, both of Kolinjadiya, 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 5,830, dated November 4, 1922, and attested by H. B. W. Jayasekera, Notary, by public auction at the spot at 4 P.M. on Wednesday, July 17, 1929, to wit:—

The undivided 11/12 share from and out of the divided portion of the land called Madangahawatta alias Daminnagahawatta, situate at Ulhitiyawain Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; which said portion is in extent 32 coconut plants plantable ground.

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

Negombo, June 18, 1929.

M. P. KURERA & Co., Auctioneers.

Auction Sale.

n the District Court of Kandy. Constance Alice Malery of Gampola ...... Plaintiff.

No. 37,027. Vs.

Grace Alice Pelpola of Gampola and another . Defendant.

NDER instructions received from the plaintiff in the above case and under authority from court, I shall sell by public auction on Saturday, July 13, 1929, at 3 P.M. at 209, Ambagamuwa road, Gampola, the premises following, to wit :-

All that portion in extent 7 20/100 perches, together with the tiled house standing thereon bearing former assessment No. 231, and presently No. 209, Ambagamuwa road, Gampela.

2. Piece of land with the buildings thereon, situate in the town of Gampola; in extent 1 rood and 13 perches.

All that land called Sinhalayagewatta of 3 roods and 9 perches, situate at Keerapone in the town of Gampola aforesaid.

For further particulars, please apply to Messrs. Jonklass & Schokman, Proctors and Notaries, Gampola, or to me—

K. EDMUND PERERA. Auctioneer and Broker.

118, Castle Hill street, Kandy, June 17, 1929.

## Auction Sale under the Partition Ordinance.

NDER and by virtue of the commission issued to me No. 24,960, I shall sell by public auction the following property on Saturday July 13, 1929, at 2.30 r.m., get the spot:—

All that the land called lot BB of Mahavidanegewanta alias Padiligewatta consisting of lots 1, 2, and 3, situated at Dalawella in Talpe pattu of Galle, containing in extent

32 perches, and more fully described in the clan of survey No. 2,185 made by S. H. Dahanayata, Spoweyor.

The said land will be sold fiftstly among the co-owners at the appraised value thereof and if not bid over and purchased by any one of them same shall be put up from sale by public auction among the general public in ferms of Partition Ordinance, No. 10 of 1863.

For further particulars, please apply to P. A. Adihetty, Esq., Proctor, Supreme Court, Galle, or to—

Unawatuna, May 17, 1929.

D. G. RATNAPALA, Auctioneer:

## Auction Sale under Mortgage Decree in Case No. 26,287, D. C., Galle.

Y virtue of commission issued to me in the above case, I shall sell by public auction the following property as follows for recovery of sum of Rs. 2,321.77, further interest and costs:-20 /2081

On Saturday, July 6, 1929, at 11 A.M. at the spot.

(1) All that defined Larroion of the land called Lunuwila kumbura (now planted with coconut) at Galupiadda, in Galle; in extent 3 acres and 20 57 perches.

On Saturday, July 6, 1929, at 2.30 PM. at the spot.

(2) All that defined let marked C of the land called Kudagodawia allas Gintitagewela at Kudagoda in Gangaboda nattu of Galle; in extent 3 acres 2 roods and 2 perches.

For further particulars, please apply to J. N. Gunatilleke, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to-

Unawatuna, June 4, 1929.

D. G. RATNAPALA, Auctioneer.

24/108 Auction Sale under Mortgage Decree in Case No. 26,729 D. C., Galle.

BY virtue of commission issued to me in the above case, I shall sell by public auction on Tuesday, July 9, 1929, at 2.30 P.M. at the fourth named land called Maragasmulledeniya for the recovery of the principal, interest, and costs, the following mortgaged property, to wit :—

(1) An undivided ly5/part of the soil and soil share trees of the land called Datchawila at Watarawila in Wellaboda pattu of Galle; in extent 7 acres 3 roods and 18 perches.

(2) The entire soil and trees of the land called Beliketiya alias Gurugodella at Kahaduwa aforesaid; in extent 1 acre 1 rood and 26 perches.

(3) An allotment of land called Bandarawelketiyeduwa alias Bandarawelduwa at ditto; in extent I acre and 22 perches.

(4) All that allotment of land called Maragasmulledeniva at ditto; in extent 1 acre and 35 perches.

For further particulars, please apply to A. S. Jayawickrama, Esq., Proctor, Supreme Court, and Notary Public. Galle, or to me-

> D. G. RATNAPALA, Auctioneer.

Auction Sale under Mortgage Decree in Case No. 26,751, 16/205 D. C., Galle.

BY virtue of the commission issued to me in the above D case, I shall sell by public auction on Monday, July 15, 1929, at 3 P.M., at the spot for the recovery of Rs. 1,015 25, further interest and costs, the following property, to wit :-

All that lot No. 6 of Owekandeadderawatta, situated at Owekanda in Ratgame, in extent 628 perches, together with the 11 cubits bungalow, tried linewashed house, and of all other outhouses standing on the said land.

For further particulars, please apply to E. S. Jayawickrama, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to me—

Unawatuna, June 14, 1929.

D. G. RATNAPALA, Auctioneer.

#### Auction Sale.

In the District Court of Galle. No. 25,928.

INDER and by virtue of commission issued to me in the above case, I shall offer for sale by public auction on Saturday, June 22, 1929, commencing at 10 A.M. at the respective premises the following:

(1) All the soil and trees of the defined to marked C of the land Deniyegodawatta, together with all the buildings and plantation, situate at Tellehena in Talpe

(2) An undivided 1/0 kurupies of paddy sowing extent

of the field called Pathyllandiwanekumbura at ditto.

(3) An undivided (4 + 1/12 + 4) part or share of all the soil and trees of the land called Iriagahawatta alias Pitakoratuwwatta, together with all the buildings and plantations at ditto.

(4) All that the field called Kendagahaliadda or Walakumburemahaliadda at ditto.

Amount Rs. 817:40, with legal interest and costs.

Galle, May 20, 1929.

H. W. WEERASINGHE, Licensed Auctioneer.

#### Auction Sale.

In the District Court of Matara.

Testamentary In the Matter of the Last Will and Testa-Jurisdiction. ment of Arnolis de Silva Balasuriya of No. 3,218. Nupe, Matara.

Edmund Jayasuriya of Jayasiri Mound, Magalla,

Vs.

(1) David de Silva Balasuriya (whereabouts not known), (2) Dora Nona Balasuriya of Nupe, (3), Weerawarna Kurukulasuriya Boosa Badfige Henry Fernando of Nupe, (4) Leeta Nona Balasuriya, presently of Nupe.

NDER and by virtue of the commission issued to me in the above case for the sale of movable property, such as furniture and jewellery, &c., belonging to the above estate, I shall sell by public auction at the residence of the deceased on Saturday, July 6, 1929, commencing аt 9 а.м.

K. M. THOROLIS SILVA, Matara, June 18, 1929. Commissioner and Auctioneer.

Christ Church, Jaffna.

R REGINATE CASIE CHILTY, Member of Christ Church, Jaffina was elected Trustee of the same Church on Sunday, June 2, 1929, at a general election meeting in Church.

The Vicarage, Jaffna, June 14, 1929. (Rev.) D. G. GUNASEKARA.

Unawatuna, May 31, 1929.

APPLICATION FOR FOREIGN LIQUOR LICENCES, I hereby give notice that I have on June 6, 1929, applied

to the Hon. the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:-

#### Schedule.

Name and address of applicant: H. D. Pieris of the Imperial Medical Stores, Main street, Colombo.

Description of licence or licences applied for: (1) For the sale medicated wines, (2) for the sale of rectified spirit.

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

Situation of premises to be licensed: 175, Main street Colombo.

> THE IMPERIAL MEDICAL STORES, H. D. PIERIS, Proprietor.

hereby give notice that I have on June 10, 1929, applied to the Hon the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: J. R. Peter, 26 Kayman's gate, Colombo.

Description of licence applied for: Retail, wholesale

bottling. State whether application is for renewal of existing

licence or licences or for a new licence or licences: Renewal Situation of premises to be licensed: 26, Kayman's gate, (retail and wholesale), 9, College street (bottling).

J. R. PETER.

hereby give notice that I have on June 10, 1929, applied the Hon the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918:

Schedule. S ( G 65) Name and address of applicant; A Bastiampillai, 25, Kayman's gate, Colombo.

Description of licence applied for: Retail (not to be consumed on the premises).

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal. Situation of premises to be licensed: 25, Kayman's gate.

A. BASTIAMPILLAI.

hereby give notice that I have on June 5, 1929, applied to the Hon. the Government Agent, Western Provints, for the licence shown in the schedule hereto amend for the licensing period ending September 304 1930, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: B. M. P. Mendis, 163 and 164, Moratuwella, Moratuw

Description of licence applied for: Tavern for the sale of

foreign liquor.

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

Situation of premises to be licensed: 163, Moratuwella, Moratuwa.

B. M. P. MENDIS.

I hereby give notice that I have on June 5, 1929, applied to the Hon. the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918:—

160 51 Schedule.

and address of applicant: B. M. P. Mendis, 163 and 164, Moratuwella, Moratuwa.

Description of licence applied for Retail for the sale of preign liquor. foreign liquor.

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

Situation of premises to be licensed: 164, Moratuwella. Moratuwa.

B. M. P. MENDIS.

We hereby give notice that we have on June 4, 1929, applied to the Hon. the Government Agent, Western Province (Kechcheri), for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 17, 1918

Schedule

Name and address of applicant: Lipton, Limited, Maddema Mills, Union place, Colombo.

Description of licence applied for: Wholesale and retail

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

Situation of premises to be licensed: Maddema Mills, Union place, Colombo.

> Per pro LIPTON, LTD., C. C. W. LANDALE. Applicant.

We hereby give notice that we have on June 7, 1929, applied to the Hon the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15 1918:—

the s Schedule.

Name an address of applicant, P. E. Nanayakkara of Borella.

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

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

Situation of premises to be licensed: The City Pharmacy, 1, Kanatta road, Borella.

D. E. NANAYAKKARA

I hereby give notice that I have on June 12, 1929, applied to the Hon. the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for to the Hon. Life Solution the licenses shown in the schedule Heavy the licensing period ending September 30, 1930:

Name and address of applicant: R. H. Wright, Manager The Ceylon Brewery, Ltd., Nuwara Eliya,

Description of licence or licences applied for: Beer and Ŋ

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

Situation of premises to be licensed: 78, Maliban street, Pettah, Colombo.

> R. H. WRIGHT (Manager), THE CEYLON BREWERY, LTD.

We hereby give notice that we have on June 6, 1929, applied to the Assistant Government Agent, Kalutara, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918:

Schedule.

Name and address of applicant: I. M. Soris & Co Kalutara South.

Description of licence applied for: Retail (foreign liquor). State whether application silor renewal of existing licence or for a new licence : Renewel.

Situation of premises to be licensed: 597, Station road, Kalutara South.

> I. M. Soris & Co., By their attorney B. M. PILLAI.

I hereby give notice that I have on June 12, 1929, applied to the Government Agent, Central Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1930:-

Schedule.

Name and address of applicant: R. H. Wright, Manager, The Ceylon Brewery, Ltd., Nuwara Eliya.

Description of licence or licences applied for: Beer and porter licences.

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

Situation of premises to be licensed: Victory Hotel, Kandy.

> R. H. WRIGHT (Manager), THE CEYLON BREWERY, LTD.

I hereby give notice that I have on June 12, 1929, applied to the Assistant Government Agent, Nuwara Eliya, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1930:

Name and address of applicant: R. H. Wright, Manager, The Ceylon Browery, Ltd., Nuwara Eliya.

Description of licence or licences applied for: Foreign iquor wholesale and bottling licences for beer and porter.

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

Situation of premises to be licensed: The Ceylon Brewery, Ltd., Nuwara Eliya.

> R. H. WRIGHT (Manager), THE CEYLON BREWERY, LTD.

I hereby give notice that I have on June 12, 1929, applied to the Assistant Government Agent, Nuwara Eliya, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1930:-

Schedule.

Name and address of applicant: R. H. Wright, Manage The Ceylon Brewery, Ltd., Nuwara Eliya.

Description of licence or licences applied for: Beer and orter licences.

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

Situation of premises to be licensed: The Ceylon Brewery, Ltd., Nuwara Eliya; 4, Lawson street, Nuwara Eliya; Beer Shop, Talawakele; Beer Shop, Maria, Lindula.

> R. H. WRIGHT (Manager), THE CEYLON BREWERY, LTD.

I hereby give notice that I have on June 1, 1929, applied to the Assistant Government Agent, Nuwara Eliya, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918;

Schedule.

Name and address of applicant: Mrs. Marion Edley, Carlton Hotel, Nuwara Eliya.

Description of ligence applied for Bar licence for sale of foreign liquors.

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

Situation of premises to be licensed: Carlton Hotel, 22, Badulla road.

> C. FITZROY EDLEY, Manager.

I hereby give notice that I have on June 4, 1929, applied to the Government Agent, Central Province, for the licence shown in the schedule hereto armoxed, for the licensing period ending September 80, 1930, in compliance with Excise Notification No. 75 of Edin 15, 1918:

Schedule.

Name and address of applicant: Mrs. D. M. de Silva, Hotel de Luxe, Nawalapit/ya.

Description of licence applied for: Hotel and bar.
State whether application is for renewal of existing licence

or licences or for a new licence or licences: For renewal of existing licences.

Situation of premises to be licensed: 7, Ambagomuwa road Nawalapitiya.

Mrs. D. M. DE SILVA.

We hereby give notice that we have on June 6,1939 applied to the Government Agent, Central Province, Assistant Government Agent, Nuwara Eliya, the Government Agent, Province of Uva, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1930 :--

Schedule. A State and address of applicant: Walker & Greig, Ltd.

Description of licence, applied for: Rectified spirits, edicated wines. medicated wines.

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

Situation of premises to be licensed: Premises bearing assessment No. 46 in Tillicoultry; premises situated on Glencairn estate, Dikoya; premises bearing assessment No. 965, Jail lane, Badulla; and premises bearing assessment No. 76, in Haputale.

WALKER & GREIG, LTD., E. G. EASTMAN, Director.

higrety give notice that I have on June 8, 1929, applied to the Agricultural Government Agent, Matale, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1918: 1

Schedule.

Weerskoon Edwin Name and address of applicant: Walter Abeyasinghe.

Description of licence applied for: Hotel and bar.

State whether application is for renewal of existing licence or licences or for a new licence or licensees: Renewel of existing licen e.

Stuation of premises to be licensed: 73 and 74, Trincomake street, Matale.

E. W. ABEYASINGHE.

the desired price that I have on June 12, 1929, applied to the Assistant Government Agent, Matara, for the licence shown in the schedule hereto almosted, for the licensing period ending September 19, 1930, in compliance with Excice Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: George Senaratne, Kotuwegoda, Matara.

Description of licence applied for: Retail off licence.

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

Situation of premises to be licensed: Gabadaweodiya,

GEORGE SENARATNE.

I hereby give notice that I have on June 12, 1929, applied to the Government Agent, Matara, for the licence shown in the schedule heroto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 1501 June 15, 1918:—

Schedule.

Name and address of the applicant J. E. Karunanayake, Matara.

Description of licence (or/licences) applied for: Foreign liquor retail off.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal. Situation of premises to be licensed: 320, at Kotuwegoda,

J. E. KARUNANAYAKE.

We hereby give notice that we have on June 4, 1929, applied to the Assistant Government Agent, Trincomalee, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15,

Schedule.

Name and address of applicant: J. B. Miranda & S. S. M. Miranda, Division No. 2: Trincomalee.

Description of referee applied for: Foreign liquor and

beer and orter.

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

Situation of premises to be ilcensed: Retail of foreign liquor at Division No. 2, Dockyerd road, Trincomalee, and retail of eer and orter, Division No. 1, Jail road,

J. M. S. MIRANDA & Bros.

We hereby give notice that we have on June 11, 1929, applied to the Government Agent, North-Western Province, Kurunegala, for the ligence shown in the schedule hereto Rurunegala, for the ligence shown in the schedule hereto annexed, for the licensing period ending September 30, 1930, in compliance with Excise Notification No. 75 of June 15, 1948:

Name and address of applicants: P. Don Marselappuhamy and J. G. P. Ameratunge Grand Hotel, Kurunegala. Description of tecnee, applied for: Hotel licence.

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

Situation of premises to be licensed: 2, Kandy road, Kurunegala.

P. Don Marselappuhamy & J. G. P. Ameratunge.

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

## Foreign Liquor Licence, Namunukula.

A PPLICATIONS will be received by me up to July 22, 1929, for the foreign liquor retail licence at Namunu-kula, now held by Mrs. G. P. de Silva, for the period October 1, 1929, to September 30, 1930. 2. Applicants are requested to publish a notice in English in the Government Gazette and in at least one local

newspaper in the form subjoined.

Schedule.

Name and address of applicant: Description of licence applied for:-

State	whether	application	is	for	renewal	$\mathbf{of}$	existing
icence o	r for a ne	w licence ·					

Situation of premises to be licensed:

Signature of Applicant."

In proof of publication, applicants should forward to the Government Agent a copy of the newspaper, together with a letter intimating the date and number of the Gazette in which the notice is published.

The Kachcheri, Badulla, June 10, 1929.

J. R. WALTERS, Acting Government Agent.

(Continued on page 1695.)

#### MISCELLANEOUS DEPARTMENTAL NOTICES.

## Old Salvation Army Land at Buller's Road.

OTICE is hereby given that the Government Agent of the Western Province will receive tenders for the purchase of the lease of the produce of 98 coconut trees standing on the under-mentioned land, for one year and four months from September 1, 1929, subject to the following conditions:

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri, until 1 P.M. on July 9, 1929, 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 purchase amount should be paid in full on the day of sale by'the purchaser.

The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.

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. The purchaser shall pay all Municipal taxes.

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 or all tenders.

## Land referred to.

The portion of the Crown land at Buller's road (previously leased to the Salvation Army for the purpose of a Prison Gate Home described in lease plan No. 531 of October 10, 1893), at present remaining unbuilt on.

The Kachcheri. Colombo, June 13, 1929.

R. N. THAINE, Government Agent,

## Sale of Building Materials.

NOTICE is hereby given that a large quantity of saleable building materials lying at Torrington square, Colombo, will be sold by public auction on the spot at

8.30 A.M., on Thursday, the 27th instant.
2. The articles may be inspected at the site on permit of the District Engineer, Buildings, Torrington square, Colombo.

3. The purchasers will be required to deposit the full amount of the purchase money with the auctioneer at the close of the sale when the articles become the property of the respective buyers at their risk. All articles must be removed within six days of completion of purchase.

HAROLD P. G. YOUNG, Public Works Office, for Director of Public Works. Colombo, June 17, 1929.

## Sale of a Buick Car.

SALE by public auction of His Excellency the Governor's Buick car will be held at the Railway Stores, Maradana, on Tuesday, July 2, 1929, at 2 P.M.

Arrangements will be made for intending purchasers to inspect this car on application to me.

Railway Storekeeper's Office, Colombo, June 15, 1929.

J. E. HANCOCKS. Railway Storekeeper.

#### Loss of Firearms.

## MATARA DISTRICT.

Number of licence: 132/F.G.

Name of licensee: K. H. A. Don Aranolis Appuhamy of Madiha, Matara.

Description of gun: Single-barrelled cap gun.

Remarks: Reported to have been lost on May 11, 1929.

C. H. W. Kannangara; for Assistant Government Agent.

The Kachcheri, Matara, June 14, 1929.

#### KURUNEGALA DISTRICT.

A single-barrelled breech-loading gun bearing No. Q 14011 owned by Singapulihenayalage Ukkuwa of Ilukehena in Katugampola hatpattu, reported to have been lost on or about the month of March, 1929.

The Kachcheri, Kurunegala, June 13, 1929. S. D. SAMARASINGHE, for Government Agent.

#### Rabies.

BY virtue of the powers in me vested under the provisions of section 10: of 11 visions of section 10A of the Rabies Ordinance, 1893, as amended by Ordinance No. 6 of 1929, I do hereby proclaim the Colombo and Negombo Districts of the Western Province, as an area within which rabies exists or within which there is a danger of rabies. Any dog found in any public place or road not being tied up or led will be destroyed.

The Kachcheri, Colombo, June 14, 1929.

R. N. THAINE, Government Agent.

## Surveyors, Grade II., Way and Works Department.

PPLICATIONS are invited from Surveyors holding the Surveyor-General's licence to fill two vacancies for Surveyors in Grade II. in the Way and Works Department of the Ceylon Government Railway.

The salary attached to each post is Rs. 2,700 per annum rising by annual increments of Rs. 150 to Rs. 3,600 per annum.

House allowance at 15 per cent. of salary in the case of married officers and  $7\frac{1}{2}$  per cent. in the case of unmarried officers will, in addition, be paid, together with travelling and subsistence allowances according to scale.

Selected applicants will be appointed on one year's probation.

Applications stating age and qualifications should be addressed to the Engineer of Way and Works, Ceylon Government Railway, Captain's Garden, Colombo, and should reach him not later than July 15, 1929.

General Manager's Office, Colombo, June 12, 1929. T. E. DUTTON, General Manager.

## Post of Clerk, Puttalam Kaehcheri.

PPLICATIONS are invited for the post of a clerk in Class III. of the Clerical Service in this Kachcheri. Applicants should have passed the Elementary School Leaving Certificate or a higher examination, or should have experience of office work in a Government of quasi Government Department or in a business firm. Applications should be forwarded in the handwriting of the applicant, with true copies of all testimonials so as to reach this Kachcheri not later than June 28, 1929.

S. H. WADIA, The Kachcheri, Assistant Government Agent. Puttalam, June 18, 1929.

# Statement of Receipts and Expenditure of the Rural Education District Committee of Hambantota

	•	for the ?	Year 1928.		
REVENUE.	Amount Rs. c.		Expenditure.	Amoun Rs. e	
Balance on January 1, 1928 Government grant Supplementary grant Miscellaneous receipts	9,191 26 18,000 ( 7,000 ( 105 72	) )	Salaries • Erections and Extensions to, buil and improvements to existing buil Repairs to buildings Furniture Garden implements Making and repairing fences, &c. Refunds Miscellaneous		4 5 5 2 )
			Balance on December 31, 1928	••	16,027 49 18,269 49
		34,296 98			34,296 98

The Kachcheri, Hambantota, June 12, 1929. C. SENABATNE. for Chairman.

#### Vernacular Teacher's Certificate.

ERNACULAR Teacher's 3rd class Certificate No. 149/1920, dated January 6, 1921, issued in favour of N. Suwar's, Assistant Teacher, Ng/Horampella Government Boys' Vernacular School, was suspended for one year from March, 1928, for having been convicted in D. C., Negombo, criminel case No. 3,802.

The period of suspension has now expired.

Education Office, Colombo, June 15, 1929.

L. MACRAE, Director of Education.

## N/Unantenne Vernacular Mixed School.

OTICE is hereby given that an application has been received from Rev. D. L. Welikala for grant in aid of the above school, which is situated at Unantenne, Nuwara Eliya District of the Central Province.

Observations will be received not later than July 14, 1929.

Education Office. Colombo, June 14, 1929.

L. MACRAE, Director of Education.

## N/Wellagiriya Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. D. L. Welikala for grant in aid of the above school, which is situated at Wellagiriya, Nuwara Eliya District of the Central Province.

Observations will be received not later than July 14, 1929.

Education Office, Colombo, June 14, 1929.

L. MACRAE, Director of Education.

## N/Kumbalgamuwa Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. D. L. Welikala for grant in aid of the above school, which is situated at Kumbalgamuwa, Nuwara Eliya District of the Central Province.

Observations will be received not later than July 14, 1929.

Education Office, Colombo, June 14, 1929.

L. MACRAE. Director of Education.

## N/Wegama Vernacular Mixed School.

OTICE is hereby given that an application has been received from Rev. D. L. Welikala for grant in aid of the above school, which is situated at Wegama, Nuwara Eliya District of the Central Province.

Observations will be received not later than July 14, 1929.

Education Office, Colombo, June 14, 1929.

L. MACRAE, Director of Education.

## C/Etul Kotte Girls' Vernacular School.

OTICE is hereby given that an application has been received from Rev. D. L. Welikala for grant in aid of the above school, which is situated at Etul Kotte, Colombo District of the Western Province.

Observations will be received not later than July 14, 1929

Education Office, Colombo, June 14, 1929.

L. MACRAE. Director of Education.

## Bt/Pandirippu Tamil Mixed School.

T is hereby notified for general information that Bt/PandirippuTamilMixedPrivateHinduSchoolunder the management of Mr. N. Coomaraswamy Aiyah, has been removed from the list of assisted schools as from May 1,

Education Office, Colombo, June 12, 1929.

L. MACRAE, Director of Education.

#### Siri Wijeyaraja Kulangana Pasakarama Cloth Weaving Mixed School.

OTICE is hereby given that the above school, situated at Mutwal Colomba District at Mutwal, Colombo District of the Western Province, under the management of Rev. M. Panghalankara Thero, has been registered as a grant-in-aid school, with effect from May, 1928.

Education Office. Colombo, June 20, 1929.

L. MACRAE, Director of Education.

## G/Ampegama Vernacular Mixed School.

OTICE is hereby given that the above school, situated A Ampegama, Galle District of the Southern Province, under the management of Mr. N. Hewevitarne, has been registered as a grant-in-aid school, with effect from October, 1928.

Education Office, Colombo, June 20, 1929.

L. MACRAE. Director of Education.

#### Change of Management.

OTICE is hereby given that Mr. H. L. Anley has been appointed. Manager of the arthur appointed Manager of the school mentioned below in place of H. D. Garrick, Esq.

School referred to.

Ukuwela Tamil School.

Education Office, Colombo, June 11, 1929.

L. MACRAE, Director of Education.

#### Rinderpest.

WHEREAS by proclamation dated April 26, 1929, published in the Government Gazette No. 7,707 of May 3, 1929, the premises bearing assessment No. 1, situated at Captoin's Gardens, 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 April 24, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Rinderpest.

W HEREAS by proclamation dated November 19, 1928, published in the Government Gazette No. 7,675 of November 23, 1928, the premises bearing assessment Nos. 49 to 75, situaced at Wekanda, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas 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 December 13, 1928.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Rinderpest.

WHEREAS by proclamation dated March 18, 1929, published in the Government Gazette No. 7,701 of March 22, 1929, the premises bearing assessment No. 2, situated at Albert road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section of Ordinance No. 25 of 1909; and whereas rinderpess 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 April 23, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

## Rinderpest.

W HEREAS by proclamation dated February 28, 1929, published in the Government Gazette No. 7.698 of March 8, 1929, the premises bearing assessment No. 11, situated at Green Path, 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 erea.

This declaration shall take effect from April 6, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

## Rinderpest.

WHEREAS by proclamation dated May 27, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises bearing assessment No. 6, situated at Stewart street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5

of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from June 11, 1929.

M. CRAWFORD.

Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929

## Rinderpest.

W HEREAS by proclamation dated April 16, 1929, published in the Government Gazette No. 7 705 of April 19, 1929, the premises bearing assessment No. 10, situated at Gregory's road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer air infected area.

This declaration shall take effect from April 25, 1929.

M. CRAWFORD, Acting Municipal Veterinery Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Rinderpest.

W HEREAS by proclamation dated May 29, 1929, published in the Government Gazette No. 7,715 of June 7, 1929, the premises bearing assessment No. 125, situated at Mutwal street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from June 10, 1929.

M. CRAWFORD,
Acting Municipal Veterinery Surgeon.

The Municipal Office, Colombo, June 12, 1929.

## Rinderpest.

WHEREAS by proclamation dated February 9, 1929, published in the Government Gazette No. 7,693 of February 15, 1929, the premises bearing assessment No. 18/1, situated at Saunders Court, 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 April 16, 1929.

M. CRAWFORD,
Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 13, 1929.

## Rinderpest.

W HEREAS rinderpest has broken out in the premises bearing assessment No. 77, situated at Galkapanawatta lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 12, 1929.

M. CRAWFORD,
Acting Municipal Voterinary Surgeon.

The Municipal Office, Colombo, June 17, 1929.

#### Rinderpest.

HEREAS rinderpest has broken out in the premises bearing assessment No. 46, situated at Belmont 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 June 12, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office," Colombo, June 17, 1929.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 47, situated at Drieberg's lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 12, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 17, 1929.

## Rinderpest.

HEREAS rinderpest has broken out in the premises bearing assessment No. 58, situated at Maligawatta, 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 June 13, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office Colombo, June 17, 1929.

## Rinderpest.

WHEREAS by proclamation dated March 26, 1929, V published in the Government Gazette No. 7,703 of April 5, 1929, the premises bearing assessment No. 3, situated at Kew lane, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas 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 May 4, 1929.

M. Crawford, Acting Municipal Veterinary Surgeon.

The Municipal Office Colombo, June 18, 1929.

## Rinderpest.

OTICE is hereby given that the area declared infected at Kirillapone in Salpiti korale 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 February 15, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Colombo, June 14, 1929.

E. H. DAVIES, Assistant Government Agent.

#### Rinderpest.

NOTICE is hereby given that the area declared infected at Karagampitiya 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 pro-claimed in *Gazette* dated April 26, 1929, is free from rinder pest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, E. H. DAVIES. Colombo, June 14, 1929, Assistant Government Agent.

## Rinderpest.

NOTICE is hereby given that the area declared infected IN at Boralesgomuwa Kahatagahawatta 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 June 7, 1929, is free from rinderpest, and is no longer an infected

This declaration is to take effect from this date.

The Kachcheri, E. H. DAVIES, Colombo, June 14, 1929. Assistant Government Agent.

#### Rinderpest.

OTICE is hereby given that the area declared infected N at Puwakpitiya in Hewagam korale of Colombo District of the Western Province, under section 5, subsections (1) and (2) of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in Gazette dated February 15, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri. Colombo, June 14, 1929.

E. H. DAVIES. Assistant Government Agent.

## Rinderpest.

OTICE is hereby given that the area declared infected at Kalubowila East in Salpiti korale of Colombo District of the Western Province, under section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in Gazette dated February 15, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri. Colombo, June 14, 1929.

E. H. DAVIES. Assistant Government Agent.

#### Rinderpest.

OTICE is hereby given that the area declared infected at Welisara Casiegewatta 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 pro-claimed in *Gazette* dated April 26, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

K. SOMASUNTHARAM. Additional Assistant Government Agent.

The Kachcheri, Colombo, June 12, 1929.

#### Rinderpest.

NOTICE is hereby given that the area declared infected · at Welisara Maditiyagahawatta 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 April 19, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

K. Somasuntharam, Additional Assistant Government Agent.

The Kachcheri Colombo, June 17, 1929.

Rinderpest.

OTICE is hereby given that the area declared infected at Welisara in Alutkuru korale south of Colombo District of the Western Province, under section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in Gazette dated May 17, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

K. SOMASUNTHARAM, Additional Assistant Government Agent.

The Kachcheri Colombo, June 12, 1929.

#### Rinderpest.

NOTICE is hereby given that the area declared infected at Balagalla in Hapitigam korale of Colombo District of the Western Province, under section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in Gazette dated May 3, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

K. SOMASUNTHARAM. Additional Assistant Government Agent.

The Kachcheri, Colombo, June 17, 1929.

## Rinderpest.

WHEREAS rinderpest has broken out within boundaries at Akarawita 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 fields of Karandenihakuruge Pina and others, south by ela, east by Attanagalu oya, west by ela.

This declaration shall take effect from the date hereof.

June 6, 1929.

June 8, 1929.

A. C. P. ABAYAKOON, Chief Headman.

## Rinderpest.

WHEREAS rinderpest has broken out in Millagaha VV watta at Korawelapitiya in Alutkuru korele scuth 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 deweta road, south by Hekuragewatta alias school land, east by land of Police Vidane, Kerawalapitiya, west by Village Committe road.

This declaration shall take effect from this date hereof.

A. C. P. ABAYAKOON, Chief Headman.

#### Rinderpest.

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

The area is bounded on the north by land of Pedrick Jayawardana and others, south by land of Marthinu Fonseka and others, east by dewata road, west by land of Cornelis Alwis.

This declaration shall take effect from the date hereof.

June 14, 1929.

A. C. P. ABAYAKOON, Chief Headman.

## Rinderpest.

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

The area is bounded on the north by dewata road, south Village Committee road, east by Miriswatta, west by dewata road.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON, Chief Headman.

June 11, 1929.

#### Rinderpest.

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

The area is bounded on the north by Kelani-ganga, south by Piscalwatta and Andiyakotuwa, east by Kelani-ganga, west by Piscalwatta and Andiyakotuwa.

This declaration shall take effect from the date hereof.

Chief Headman.

June 11, 1929.

## Rinderpest.

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

The area is bounded on the north by Kombapitiya, south by Kebellawala field, east by dewata road, west by Abeysinghawatta.

This declaration shall take effect from the date hereof.

June 11, 1929.

K. T. A. DE SILVA, Chief Headman.

## Rinderpest.

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

The area is bounded on the north by dewata path, south by fields, east by lands belonging to heirs of Yohanis Perera, west by high road.

This declaration shall take effect from the date hereof.

June 11, 1929.

C. H. A. SAMARAKKODY, Chief Headman.

#### Rinderpest.

NOTICE is hereby given that the area declared infected A at Wekada 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 May 3, 1929, 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 Go vernment Agent. Kalutara, June 13, 1929.

## Rinderpest.

NOTICE is hereby given that the area declared infected at Panapitiya 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 March 8, 1929, 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, June 13, 1929.

#### Rinderpest.

NOTICE is hereby given that the area declared infected at Talnitiva South in the Barral at Talpitiya South 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 April 26, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

A. R. HALLOCK.

for Assistant Government Agent. The Kachcheri, Kalutara, June 13, 1929.

## Rinderpest.

NOTICE is hereby given that the area declared infected at Nanduwa 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 April 5, 1929, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

A. R. HALLOCK.

for Assistant Government Agent. The Kachcheri, Kalutara, June 13, 1929.

#### Rinderpest.

NOTICE is hereby given that the area declared infected at Weragama 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 April 26, 1929, 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, June 13, 1929.

## Rinderpest.

WHEREAS rinderpest has broken out at Wekada in the Panadure totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the cart road from Wekada to

Pinwala, east by Delgahawatta belonging to Mr. Carolis de Mel and Kahatagahawatta, south by the Panadure-Ratnapura Public Works Department road, and west by Kammalawatta is infected in terms of section5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from June 15, 1929.

June 15, 1929.

EDMUND PIERIS. Chief Headman.

#### Rindernest.

WHEREAS rinderpest has broken out at Puttalam town east in Puttalam District, North-Western Province: It is hereby declared that the area bounded on the north by the Fourth Cross street road, east by Chetty street road, south by the southern boundary of the Chetty street mosque, and west by Colombo-Jaffna road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

June 15, 1929.

W. E. P. WIJESINGHE, Chief Headman.

## Rinderpest.

WHEREAS rinderpest has broken out at Tabbowa in Demala hatpattu of the Puttalam District in the North-Western Province: I, A. E. Madawala, Ratemahatmaya of Demala hatpattu, in pursuance of the provisions of section 5 of Ordinance No. 25 of 1909, do hereby declare the area as per boundaries given below to be an infected

This declaration takes effect from the date hereof.

Boundaries referred to.

North: Nari-oya.

East: Karuwalagaswewa to Nari-oya in a line.

South: Puttalam-Anuradhapura road.

West: Mee-oya.

June 16, 1929.

A. E. MADAWALA, Chief Headman.

## Rinderpest.

WHEREAS rinderpest has broken out in the undermentioned area described below in Pitigal korale north in Chilaw District of North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area is an infected one.

This proclamation takes effect from June 9, 1929.

#### AREA REFERRED TO.

Ehivitiya.

Boundaries.

North: Sengal-oya. East: Compas para. South : Deduru-oya.

West: Yoda-ela, Pahala Palugaswewa, and western boundary of Bombiwela.

June 13, 1929.

R. H. ABAYASEKARA, Chief Headman.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 21, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises bearing assessment No. 211, situated at Wellawatta road, Bambalapitiya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1900; and (1) and (2) of section 5 of Ordinance No. 25 of 1909; and

whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 10, 1929:

M. CRAWFORD,
Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Foot-and-Mouth Disease.

W HEREAS by proclemation dated May 15, 1929, published in the Government Gazette No. 7,710 of May 24, 1929, the premises bearing assessment No. 317/4, situated at Timbirigasyaya road, Colombo, were proclaimed an infected area in terms of sub-secctions (1) and (2) of section 5 of Ordinance No.25 of 1909; and whereas foot-andmenth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 10, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 16, 1929, published in the Government Gazette No. 7710 of May 24, 1929, the premises bearing assessment No. 170, situated at Timbirigasyaya road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 10, 1929:

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 27, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises bearing assessment No. 528, situated at Kanatta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free, from foot-and-mouth disease; and to be no longer an infected area.

This declaration shall take effect from June 10, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

#### Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 27, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises bearing assessment No. 30, situated at Wellawatta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises; it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 10, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 12, 1929.

## Foot-and-Mouth Disease.

HEREAS by procalmation dated May 27, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises bearing assessment No. 96, situated at Alwis road, Colombo, were proclaimed an infected area in terms of sub-section (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-motuh disease, and to be no longer an infected area.

This declaration shall take effect from June 12, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 13, 1929.

## Foot-and-Mouth Disease.

W HEREAS foot-and mouth disease has broken out in the premises bearing assessment No. 76; situated at Jawatta road, Colombo: Such premises are hereby declared; in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 11, 1929.

M. CRAWFORD,
Acting Municipal Veterinary Surgeon:

The Municipal Office, Colombo, June 15, 1929.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 7, situated at Galle road, Wellawatta, 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 June 10, 1929.

M. CRAWFORD,
Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 15, 1929:

## Foot-and-Mouth Disease.

W HEREAS foot-and-mouth disease has broken out in the premises situated at open land by the Manning Town Railway Station, 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 June 10, 1929.

M. CRAWFORD,
Acting Municipal Veterinary Surgeon:

The Municipal Office, Colombo, June 15, 1929.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 15, 1929, published in the Government Gazette No. 7,710 of May 24, 1929, the premises bearing assessment No. 20, situated at Joseph Frazer road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 15, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 18, 1929.

#### Foot-and-Mouth Disease.

W HEREAS by proclamation dated May 24, 1929, published in the Government Gazette No. 7,712 of May 31, 1929, the premises known as the Anderson Golf Links, Greenlands road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

The declaration shall take effect from June 15, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 18, 1929.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 9, 1929, published in the Government Gazette No. 7,709 of May 17, 1929, the premises known as the old Conservancy Depôt premises, Narahenpitiya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 15, 1929.

M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 18, 1929.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 16, 1929, published in the Government Gazette No. 7,710 of May 24, 1929, the premises bearing assessment No. 5, situated at Dickman's lane, Bambalapitiya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 15, 1929.

. M. CRAWFORD, Acting Municipal Veterinary Surgeon.

The Municipal Office, Colombo, June 18, 1929.

## Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Pita Kotta in Colomba Mandalian at Pita Kotte 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 May 31, 1929, is free from footand-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Colombo, June 11, 1929.

E. H. DAVIES, Assistant Government Agent.

## Foot-and-Mouth Disease.

OTICE is hereby given that the area declared infected at Galudupits 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 May 17, 1929, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

K. Somasuntharam, Additional Assistant Government Agent.

The Kachcheri, Colombo, June 12, 1929.

#### Foot-and-Mouth Disease.

OTICE is hereby given that the area declared infected at Mahawatta 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 May 31, 1929, is free from footand-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Colombo, June 14, 1929.

E. H. DAVIES, Assistant Government Agent.

#### Foot-and-Mouth Disease.

HEREAS foot-and-mouth disease has broken out at Attidiya in gardens Nagahawatta and Higgahawatta in Colombo Mudaliyar's division, Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :

The area is bounded on the north by Millagahawatta and owita, south by Delgahawatta and dewata road, east by fields, and west by dewata road.

This declaration shall take effect from the date hereof.

June 12, 1929.

K. T. A. DE SILVA, Chief Headman.

#### Foot-and-Mouth Disease.

W HEREAS foot-and-mouth disease has broken out at Pita Kotte, garden No. 153, in Colombo Mudaliyar's division, Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the undermentioned area is infected, viz. :-

The area is bounded on the north by fields, south by dewata road, east by water-course, and west by dewata road.

This declaration shall take effect from the date hereof.

June 12, 1929.

K. T. A. DE SILVA, Chief Headman.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Attidiya in garden Delgahawatta and Kussiawatta in Colombo Mudaliyar's division, Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz.:—

The area is bounded on the north by dewata road, south by residing place of Emis Perera and Abraham, east by fields, and west by dewata road.

This declaration shall take effect from the date hereof.

June 12, 1929.

K. T. A. DE-SILVA, Chief Headman.

## Hoof-and-Mouth Disease.

WHEREAS by proclamation dated February 6, 1929, and published in the Communication of the Com and published in the Government Gazette No. 7,692 of February 8, 1929, the whole of Magam pattu of the Hambantota District was declared infected area, under whereas hoof-and-mouth disease no longer exists in the said area: It is hereby declared under section 5 (5) of Ordinance No. 25 of 1909; that the said area is free from hoof-and-mouth disease, and is no longer an infected area.

V. COOMARASWAMY, The Kachcheri, Assistant Government Agent. Hambantota, June 14, 1929.

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

#### Arrack Rent Sales, 1929-30, Kandy District.

TENDERS are hereby invited for the exclusive privilege L of selling arrack at the taverns in the subjoined schedule, during the period October 1, 1929, to September 30, 1930, subject to the General Conditions applicable to all Excise Licences published in Government Gazette No. 7,704 of April 12, 1929, and the Arrack Rent Sale Conditions published in Government Gazette No. 7,715 of June 7, 1929.

- Tenders are to be made on forms which will be supplied at the Kandy Kachcheri on the production of the Kachcheri or Treasury receipt for Rs. 500 for each tender form for each tavern.
- 3. Tenders are to be marked "Tender for Arrack Tavern No. ——" and should reach the Government Agent, Central Province, not later than midday on July 27, 1929.

The Kachcheri, Kandy, June 14, 1929. H. W. CODRINGTON, Government Agent.

	SCHEI	
No.	Division.	Locality.
1.	. Kandy Municipality	Colombo street
<b>2</b> .	Do.	Katukelle
	•	Within the village of—
3.	. Pata Hewaheta	Haragama
4.	. Uda palata	Wahugepitiya
<b>5</b> .	$\mathbf{D_0}$ .	Pussellawa
		Within the town of-
6.	Uda Bulatgama	Hatton
7 .	. Do.	Kotiyagala
1.5	* * * * * * * * * * * * * * * * * * * *	Within the village of-
8.	Do.	. Hardenhuish
9.	Do.	Maskeliya

## Re-Sale of Toddy Rents, 1929-30.

SEALED tenders will be received at the Badulla Kachcheri by the Government Agent, Province of Uva, till 10 A.M. on July 11, 1929, for the purchase of the exclusive privilege of selling fermented toddy by retail in the areas specified in the schedule below, for the period of twelve months, from October 1, 1929, to September 30, 1930, subject to the toddy rent sale conditions:

2. A separate tender should be sent in for each toddy tavern.

- 3. No tender will be considered unless the person making such tender be present in person at 10 A.M. on July 11,.1929. A tender may be sent in by post, but the envelope must be sealed and marked "Toddy Rent Tender" in red ink.
- 4. No person is permitted to send in more than one tender for any one tavern.
- 5. The Government Agent reserves to himself the right of rejecting any or all tenders, and of putting up immediately to public auction such taverns for which satisfactory tenders have not been received. Further information can be obtained on application from the Badulla Kachcheri.
- 6. The notice dated June 10, 1929, inviting tenders for July 1, 1929, is hereby cancelled.

The Kachcheri, Badulla, June 15, 1929. E. T. MILLINGTON, Government Agent.

do.

Schedule referred to.

No. Locality or Range. Division. Within the village of-Batugammana Buttala

OTICE is hereby given that the under-mentioned consfiscated liquor will be sold by auction at the Office of the Excise Commissioner on Friday, June 28, 1929, at 12 noon, in 8 lots:-

4 bottles double bell brandy, &c.

Miyankandura

- 6 pints pale brandy, &c.
- 9 bottles Schnapps gin
- 5 pints Schnapps gin.
- 9 opened bottles La Rupee brandy, &c.
- 3 opened pints Roger Bleton brandy, &c. 3 opened bottles Schnapps gin.
- 2 opened pints Schnapps gin.
- I decenter Schnapps gin.

G. S. WODEMAN, Excise Commissioner.

Office of the Excise Commissioner, Colombo, June 10, 1929.

#### OF TOLL AND OTHER RENTS.

## Toll Rent, Weragantota Ferry.

NOTICE is hereby given that the Government Agent for the Central Province will receive tenders at the Kandy Kacheheri, at 2 P.M. on July 15, 1929, for the purchase of the under-mentioned toll rent of the Central Province, from October 1, 1929, to September 30, 1930.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash and, should the offer be accepted by His Excellency the Governor to furnish approved security for one-half of the whole purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

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

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

The renter shall pay the cost of any special repairs to the boats that shall become necessary on account of his or his servants' negligence. He shall deposit on the day of sale a sum of Rs. 100 as security for the payment of the cost of all such repairs.

Any other information can be obtained on application to the Government Agent.

> Description of Rent. Toll at Weragantota ferry.

> > H. W. CODRINGTON, Government Agent.

The Kachcheri, Kandy, June 14, 1929.

## ROAD COMMITTEE NOTICES,

## Glenlyon-Preston Branch Road.

OTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at the Glenlyon Club on Monday, July 1, 1929, at 4 P.M.

#### Business.

To consider and discuss proposals in connection with the strengthening of the Torrington Bridge.

Provincial Road Committee's Office, Kandy, June 8, 1929. B. F. PERERA, for Chairman.

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

#### Auctioneer's Licence.

THE following person was licensed during the month of May to carry on the trade or business of Auctioneer within the limits of the Panadure Urban District Council for the year 1929, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

C. L. Daniel, Auctioneer.

The Urban District Council Office, Panadure, June 15, 1929. D. S. DE FONSEKA, Chairman.

## 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 uncancelled stamp of Rs. 20 affixed thereto.

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

- (1) Trade Mark No. 3,669:
- (2) Date of Receipt: October 5, 1926.
- (3) Applicant (Proprietor of the Trade Mark): HUD-SON MOTOR CAR COMPANY (Corporation organized under the laws of the State of Michigan), 2901, Jefferson Avenue, Detroit, County of Wayne, State of Michigan, United States of America; Manufacturers.
- (4) Address for service in the Island: C/o van Cuylenberg & de Witt, 12, Gaffoor Buildings, Fort, Colombo.

- (5) Class: 22.
- (6) Goods: Automobiles, and particularly for passenger automobiles.
  - (7) Representation of the Trade Mark:

# HUDSON SUPER-SIX

Evidence of distinctireness has been furnished. Registration of this trade mark shall give no right to the exclusive use of the words "SUPER SIX."

Registrar-General's Office, Colombo, June 5, 1929.

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 uncancelled 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. 4,637.
- (2) Date of Receipt: April 3, 1929.
- (3) Applicant (Proprietor of the Trade Mark): BRITISH TINTEX AND DYE PRODUCTS, LIMITED (a Company duly registered under the laws of Great Britain), 56, Moorgate, London E.C. 2, England; Manufacturers.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
  - (5) Class: 1.
  - (6) Goods: Dyes and tints.
  - (7) Representation of the Trade Mark:



Registrar-General's Office, Colombo, June 18, 1929.

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 uncancelled 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. 4,639.
- (2) Date of Receipt: April 3, 1929.
- (3) Applicant (Proprietor of the Trade Mark): BRITISH TINTEX AND DYE PRODUCTS, LIMITED (a Company duly registered under the laws of Great Britain), 56, Moorgate, London, E.C. 2, England; Manufacturers.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
  - (5) Class: 47.
- (6) Goods: Bluing and laundry preparation and preparations for removing stains from fabrics.

(7) Representation of the Trade Mark:



Registrar-General's Office, Colombo, June 18, 1929.

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 uncancelled 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. 4,687.
- (2) Date of Receipt: May 30, 1929.
- (3) Applicant (Proprietor of the Trade Mark): MACFISHERIES, LIMITED (a Company incorporated under the English Companies' Act), Lever House, Victoria Embankment, Blackfriars, London E.C. 4., England; Fish Merchants.
- (4) Address for service in the Island: C/o A. Sankar Iyer, 5, Main street, Pettah, Colombo.
  - (5) Class: 42.
- (6) Goods: Preserved fish, preserved means, preserved fruits, and preserved vegetables, and all other substances used as food or as ingredients in food included in Class 42.
  - (7) Representation of the Trade Mark:



Registrar-General's Office, G. Furse Roberts, Colombo, June 12, 1929. Registrar of Trade Marks.