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THE
**CEYLON GOVERNMENT
 GAZETTE**

No. 7,799 – FRIDAY, AUGUST 22, 1930.

Published by Authority.

PART I.—GENERAL.

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

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NEW LAW REPORTS—Part XI. of Vol. XXXI. was issued on the 20th instant.

PRINTED AT THE CEYLON GOVERNMENT PRESS, COLOMBO.

PROCLAMATIONS.

T 63/30

BY HIS EXCELLENCY THE OFFICER
ADMINISTERING THE GOVERNMENT.

A PROCLAMATION.

B. H. BOURDILLON.

WHEREAS it is enacted by section 34 (1) of "The Railway Ordinance, 1902," that it shall be lawful for the Governor from time to time to declare by Proclamation any road or path which the Railway may cross to be a "minor crossing" and whether such minor crossing shall be closed by gates or not:

And whereas it is deemed expedient to declare a road crossed by the Railway at Kalutara in the Western Province a "minor crossing":

Now know Ye that in exercise of the aforementioned powers vested in the Governor, I, the Officer Administering the Government, do hereby declare the road defined in the schedule hereto to be a "minor crossing" as from August 29, 1930, and that the said "minor crossing" shall be closed by gates.

The Proclamation appearing in *Gazette* No. 7,786 of June 20, 1930, relating to the level crossing at Kalutara at mileage 26 miles 60 chains is hereby cancelled.

Colombo, August 20, 1930.

By His Excellency's command,

F. G. TYRRELL,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

| Railway Mileage. m. c. | Description. | Class. |
|---------------------------|---|--------|
| 26 60 ... | Road leading from Galle main road to the shore called "Sea Beach road" on the north side of the Kalu-ganga between Kalutara North and Kalutara South Railway Stations | III. |

J 644/30

BY HIS EXCELLENCY THE OFFICER
ADMINISTERING THE GOVERNMENT.

A PROCLAMATION.

B. H. BOURDILLON.

KNOW Ye that in exercise of the powers vested in the Governor by section 4 (1) of "The Repression of Crime (Consolidation) Ordinance, 1903," and section 11A of "The Interpretation Ordinance, 1901," We, the Officer Administering the Government, with the advice of the Executive Council, do hereby revoke the Proclamation under the said section 4 (1) dated July 10, 1930, and published in *Gazette* No. 7,791 of July 11, 1930.

Colombo, August 21, 1930.

By His Excellency's command,

F. G. TYRRELL,
Acting Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c.

No. 335 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

Mr. V. C. MODDER to act as District Judge, Commissioner of Requests, and Police Magistrate, Nuwara Eliya, during the absence of Mr. D. B. SENEVIRATNE, on August 23, 1930, or until the resumption of duties by that officer.

Mr. P. C. VILLAVARAYAN to act as District Judge, Commissioner of Requests, and Police Magistrate, Jaffna, during the absence of Mr. J. C. W. ROCK, from August 20 to 23, 1930, inclusive, or until the resumption of duties by that officer.

Mr. K. KANAKASABAI to act as Additional District Judge and Additional Commissioner of Requests and Police Magistrate, Jaffna, from August 20 to 23, 1930, inclusive.

Mr. W. D. NILES to be, in addition to his present duties, Additional Commissioner of Requests and Additional Police Magistrate, Colombo, on August 22, 1930.

Mr. MUHAMMAD Y. SALLAY to be Additional Commissioner of Requests and Police Magistrate, Matale, on August 15, 1930.

The Hon. Mr. G. E. MADAWALA to be Additional Commissioner of Requests, Kurunegala, on August 23, 1930.

Mr. F. A. C. TIRIMANNE to be Additional Police Magistrate, Panadura, on August 25, 1930.

Mr. J. A. AIYADURAI to be Additional Police Magistrate, Hatton, on August 19, 1930.

Mr. A. L. SAVUNDRANAYAGAM to act as Additional Police Magistrate, Mannar, during the absence of Mr. S. ANANTHAM, from August 21 to 31, 1930, inclusive.

Mr. S. SUBRAMANIAM to be Additional Police Magistrate, Point Pedro, on August 23, 1930.

Mr. W. N. GUNAWARDENE to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kalutara, in place of Mr. K. A. BURNE, resigned.

Mr. STEPHEN VAUX to be a Justice of the Peace and Unofficial Police Magistrate for the District of Colombo.

Mr. G. E. VENNING to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kalutara.

Mr. R. ST. G. JACKSON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Avissawella, in place of Mr. CHARLES BRERETON, who has left the Island.

Mr. NEVILLE REEKS to be a Justice of the Peace and Unofficial Police Magistrate for the District of Nuwara Eliya, in place of Mr. R. H. COOPER.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 21, 1930. Acting Colonial Secretary.

No. 336 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under the provisions of section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to appoint Dr. J. D. V. WIJAYARATNE, Medical Officer of Health, Ratnapura District, to be an Official Member of the Sanitary Board, Ratnapura District, with effect from August 25, 1930; in place of Dr. A. M. SAMARASINGHE.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 18, 1930. Acting Colonial Secretary.

No. 337 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. ABEYKON MUDIYANSELE SENEVIRATNE BANDA to be an Inquirer for Ganga Ihala korale of Uda palata division of the Kandy District, *vice* S. M. MUDALIHAMY, resigned.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 18, 1930. Acting Colonial Secretary

No. 338 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. J. R. NUGAWELA, Ratemahatmaya of Uda Hewaheta, to be an Inquirer for the Uda Hewaheta division of the Nuwara Eliya District, *vice* Mr. P. B. ANDARAWEWA, retired.

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

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 14, 1930. Acting Colonial Secretary.

No. 339 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. CATHIRAVAILU ARUMUGAM SANMUGAM, Acting District Adigar, to be an Inquirer for the division of Mantai, in the District of Mannar, Northern Province, with effect from August 19, 1930, until further orders.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 19, 1930. Acting Colonial Secretary.

No. 340 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. ALFRED MENDIS DHEERARATNE of Weboda street,

Negombo, to be a Notary Public throughout Anuradhapura District, with residence and office at Anuradhapura and additional offices at Nothchiyagama, Kahatagasdigiliya, and Kebitigollewa, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 14, 1930. Acting Colonial Secretary.

No. 341 of 1930.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. MERRENNEGEY PETER SALGADO WIJEESEKERA GOONERATNA of Panadura to be a Notary Public throughout Nawadun, Atakalan, Meda, and Kadawata korales of Ratnapura District, with residence and office at Balangoda and an additional office at Pelmadulla, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 14, 1930. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. SAMSON FELIX AMERASINGHE as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Badulla District of the Province of Uva, with effect from August 15, 1930. His office will be at the Badulla Kachcheri.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 13, 1930. Acting Colonial Secretary.

THE following appointments made under the Ordinances No. 23 of 1927, No. 3 of 1870, No. 8 of 1886, No. 1 of 1895, and No. 19 of 1907 are hereby notified.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 16, 1930. Registrar-General.

By the Registrar-General.

BASTIAMPILLAI VRASPILLAI to act as Registrar of Lands, Mannar, for ten days from August 21, 1930, during the absence of the Registrar, N. SATHASIVAM, on leave.

VALLIPURAM ALOYSIUS JOSEPH CHELVARETNAM to act as Registrar of Lands, Mullaittivu, for ten days from August 18, 1930, during the absence of the Registrar, A. KANAGASABAPATHY, on leave.

WANISEKARA MUDIYANSELAGE DELGAHAMULLE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for nine days, with effect from August 16, 1930, *vice* RAN BANDA EKANAYAKA, on leave. His office will be at Paluwatta in Naranpanawa.

DON PROLIS JAYASEKERE (provisionally) as Registrar of Births and Deaths of Weihena division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, with effect from August 15, 1930, *vice* **DON DE ALWIS EPA SENEVIRATNA**, deceased. His office will be at Jambugahawatta in Weihena.

HAKKINI ANDRIAN DE SILVA as Deputy Registrar of Births and Deaths of Rambukkana town division, in the Kegalla District of the Province of Sabaragamuwa, with effect from August 15, 1930, *vice* Deputy Registrar, **GINIGE JAMES DE SILVA**, transferred. His office will be at Government Dispensary, Rambukkana.

By Provincial Registrars and Assistant Provincial Registrars under section 7 of Ordinance No. 1 of 1895 and section 7 of Ordinance No. 19 of 1907.

DON SIMAN WEERAKODY WIJEGOONEWARDANE to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for five days from August 9, 1930, during the absence of the Registrar, **ETULATMUDALIGE DON PEDRICK APPUHAMY**, on leave. His offices will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

HETTIARACHCHIGE DON BRAMPY JAYASEKERA to act as Registrar of Births and Deaths of Horawala division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for two days from August 14, 1930, during the absence of the Registrar, **KATHTHIARACHCHIGE DON JAMIS STRIWARDANE**, on leave. His office will be at Millagahawatta in Kirantidiya; additional office at Gorakagahawatta *alias* Owitigala Walauwewatta in Owitigala on Fridays.

TIKIRI BANDA ARAWWAWELA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for three days from August 11, 1930, during the absence of the Registrar, **EKANAYAKA MARASINGHA WASALA MUDIYANSE RALAHAMILLAGE NUGAPITIYE WALAWWE ABEYRATNA BANDA NUGAPITIYA**, on leave. His office will be at Kalalpitiyewatta in Bowatta.

ROBERT DIAS JAYASINGHE to act as Registrar of Births and Deaths of Bataduwa division, and of Marriages (General) of Four Gravets, Galle, and Akmeemana division, in the Galle District of the Southern Province, for thirty days from August 15, 1930, *vice* **BARONCHI DIAS JAYASINGHE**, deceased. Place of office: Dihelawatta in Bataduwa.

HETTIACHCHI BAPTIST WICKRAMARATNE to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on August 20, 1930, during the absence of the Registrar, **DON DAVID SURIARACHCHI AMARASEKERA**, on leave. Place of office: Wella-addaramahawatta in Hikkaduwa.

DAVID GUNARATNA to act as Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, on August 11, 1930, during the absence of the Registrar, **CHARLES DAVID WAKISTA**, on leave. Place of office: Keressabodawatta in Dikwella.

SAMMY JAYAWARDANA AMADORU to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for three days from August 9, 1930, during the absence of the Registrar, **RICHARD JAYASINGHE**, on leave. Place of office: Police Court building, Hambantota.

ARUKATTU PATABENDIGE TEPANIS WAIDYASENA to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern

Province, for three days from August 14, 1930, during the absence of the Registrar, **DON JAKORIS EDIRIWICKRAMASURIYA**, on leave. Place of office: Siyambalagahawatta in Tawaluwila.

DON DAVITH WICKRAMASEKERA RAJAPAKSE to act as Registrar of Births and Deaths of outside Tangalla town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eleven days from August 15, 1930, during the absence of the Registrar, **WICKRAMA ARACHCHIGE CHARLIS**, on leave. Place of office: Parewatta in Polommaruwa.

CHINNATTAMPI NAKAMUTTU to act as Registrar of Births and Deaths of Chankanai division, and of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for seven days from August 18, 1930, during the absence of the Registrar, **KRISHNAPILLAI VAIRAMUTTU**, on leave. Place of office: Kumpaneluvai in Chankanai.

DR. MOHAMED PUROIS DRAHAMAN to act as Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, for twenty-one days from August 11, 1930, during the absence of the Registrar, **DR. ABIDIN ALIPH SOURJAH**, on leave. Place of office: Civil Hospital, Kalmunai.

EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for thirteen days from August 12, 1930, during the absence of the Registrar, **THANGIAH AROKIAM PAVILUPILLAI MYLVAGANAM**, on leave. Places of office: Provincial Registrar's Office, Batticaloa, and The Corner, Batticaloa.

DISANAYAKA MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Magulmedagandaha East korale division, and of Marriages (General) of Wannihatpattu division, in the Kurunegala District of the North-Western Province, for five days from August 11, 1930, during the absence of the Registrar, **MALWILA SRIBRAHMANA TENNAKON MUDIYANSELAGE DINGIRI BANDA**, on leave. Place of office: Udagirilla.

DINGIRI BANDA HERATGAMA to act as Registrar of Births and Deaths of Baladora korale division, and of Marriages (General) of Dewamedi hatpattu division, in the Kurunegala District of the North-Western Province, for two days from August 13, 1930, during the absence of the Registrar, **CHANDRASEKARA APPUHAMY TENNAKON**, on leave. Place of office: Kobeigane.

JAYASUNDARA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Udapola Medalasse korale division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, on August 20, 1930, during the absence of the Registrar, **RATNAYAKA MUDIYANSELAGE PUNCHIRALA**, on leave. Place of office: Mandawala.

GARUMUNI JOHN LEOPOLD DE SILVA to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for sixteen days from August 16, 1930, during the absence of the Registrar, **WIKRAMA DARNIS MENDIS WIJEYAGOONARATNE SENANAYAKE**, on leave. Place of office: Kosgahawatta in Madampe.

RATNAYAKE MUDIYANSELAGE KAPURU BANDA to act as Registrar of Births and Deaths of Wilachchiya korale south B division, and of Marriages (General) of Nuwaram palata division, in the Anuradhapura District of the North-Central Province, for fourteen days from August 15, 1930, during the absence of the Registrar, **R. M. A. RATNAYAKE**, on leave. His office will be at Migahawatta in Diwulwewa.

KURUWERALLAGE HUDUHAMY to act as Registrar of Births and Deaths of Dambawini North division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for three days from August 12, 1930, during the absence of the Registrar, **GAJANAYAKA BANDA MIRAHAWATTE**, on leave. Place of office: Mirahawatta.

KOORUWERALLAGE HUDUHAMY to act as Registrar of Births and Deaths of Dambawini North division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for three days from August 18, 1930, during the absence of the Registrar, GAJANAYAKA BANDA MIRAHAWATTE, on leave. Place of office: Mirahawatta.

WELEWANNIMUDIYANSELAGE HUDU BANDA to act as Registrar of Births and Deaths of Palwatta division, and of Marriages (General) of Bintenna division, in the Badulla District of the Province of Uva, for thirty days from August 20, 1930, during the absence of the Registrar, WELEWANNIMUDIYANSELAGE APPUHAMY, on leave. Place of office: Pansalarawa in Mahagama.

HEIT.PATIRA KANKANAMALAGE KARNIS APPUHAMI to act as Registrar of Births and Deaths of Kukulu korale Palle pattu division, and of Marriages (General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, on August 11, 1930, during the absence of the Registrar, DON CHARLES RANASINGHE, on leave. Place of office: Polkotuwewatta in Galature.

WATUYAYE GAMETIRALLAYA YASAWARDHENA to act as Registrar of Births and Deaths of Tembilyana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fifteen days from August 14, 1930, during the absence of the Registrar, WATUYAYE GAMETIRALLAYA GUNAWARDHENA, on leave. Place of office: Higgashenyayepelapolwatta in Watuyaya.

MUDIYANSELAGE HEEN BANDA to act as Registrar of Births and Deaths of Kandupita pattuwa south division, and of Marriages (General) of Beligal division, in the Kegalla District of the Province of Sabaragamuwa, for fifteen days from August 14, 1930, during the absence of the Registrar, MUDIYANSELAGE UKKU BANBA, on leave. Place of office: Pahalawatta *alias* Hitinawatta in Alawatura.

FRANCIS COLLETTE FERNANDO to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for eight days from August 18, 1930, during the absence of the Registrar, MORATOTA SAMARATUNGA MUDIYANSELAGE ALBERT SAMARATUNGA, on leave. Place of office: Land Registry, Kegalla.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 18, 1930. Registrar-General.

IT is hereby notified that I have confirmed BASNAYAKA MUDIYANSELAGE PUNCHI BANDA in his appointment as Registrar of Births and Deaths of Ramboda korale division, and of Marriages (Kandyian and General) of Kotmale division, in the Nuwara Eliya District of the Central Province.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 12, 1930. Registrar-General.

IT is hereby notified that I have confirmed the appointment of KIRIGIGANA ARACHCHI PATABENDIGE DON EDORIS 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.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 11, 1930. Registrar-General.

IT is hereby notified that MARIMUTTU MUTTUSUPPIAH-PILLE, Registrar of Births and Deaths of Anawilundun pattu north of Sengaloya No. 1 division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, will, with effect from September 1, 1930, have a station at Throptiammal Kovilkani in Udappu, where he will hold his office on every Wednesday of the week.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 13, 1930. Registrar-General.

GOVERNMENT NOTIFICATIONS.

N 30/30

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT 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 Rifleman HUDSON OWEN CLARK, M.C., of the Ceylon Planters' Rifle Corps.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 16, 1930. Acting Colonial Secretary.

U 116/26

"THE REVENUE COLLECTION ORDINANCE, 1925."

REGULATION made by the Officer Administering the Government in Executive Council in exercise of the powers vested in the Governor in Executive Council by section 3 of the Revenue Collection Ordinance, 1925, for the Puttalam and Chilaw Districts.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 19, 1930. Acting Colonial Secretary.

REGULATION.

The revenue required or authorized to be paid or collected by means of stamps under the Ordinances mentioned in the schedule hereto may be collected in money in the Puttalam and Chilaw Revenue Districts.

Schedule.

- (1) The Excise Ordinance, 1912,
- (2) The Game Protection Ordinance, 1909,
- (3) The Explosive Ordinance, 1902,
- (4) The Petroleum Ordinance, 1887,
- (5) The Butchers' Ordinance, 1893,
- (6) The Pawnbrokers' Ordinance, 1893,
- (7) The Dried Meat Ordinance, 1927.

E 164/29

CODE OF REGULATIONS FOR GOVERNMENT SCHOOLS.

THE following amendments to the Code of Regulations for Government Schools, which have been passed by the Board of Education and confirmed by His Excellency the Officer Administering the Government in Executive Council, are hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 16, 1930. Acting Colonial Secretary.

AMENDMENTS REFERRED TO.

Clause 10.—In line 2 delete "successive." Delete the last sentence "A teacher must work for at least nine months in one school to obtain an endorsement."

Clause 12.—In line 2 delete "successive." In paragraph 3 delete the last sentence "A teacher must work for at least nine months in one school to obtain an endorsement."

Clause 17.—In line 2 delete "successive." Delete the last sentence "A teacher must work for at least nine months in one school to obtain an endorsement."

Add a fresh paragraph as follows:—

Teachers holding a confirmed third class certificate may take the Vernacular Teachers' Certificate Examination and on passing it will be awarded a second class certificate.

Clause 18.—In line 1 delete "under clause 17." Delete the last sentence "A teacher must work for at least nine months in one school to obtain an endorsement."

Clause 20.—In paragraph 1, line 2, delete "Successive." In paragraph 2, line 4, delete "successive." Delete the second sentence in paragraph 4, "A teacher must work for at least nine months in one school to obtain an endorsement."

U 221/30

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

REGULATION made by the Sanitary Board of the Kandy District, under section 9 E (2) (t) of "The Small Towns Sanitary Ordinance, 1892," as amended by Ordinance No. 30 of 1914, and approved by His Excellency the Governor in Executive Council.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 16, 1930. Acting Colonial Secretary.

REGULATION REFERRED TO.

The following regulation shall be substituted for regulation No. 9 of Chapter 4 D of the regulations framed by the Sanitary Board of the Kandy District dated March 24, 1921, and published in *Government Gazette* No. 7,170 of April 22, 1921:—

No adulterated milk shall be sold or offered or exposed for sale or kept on the premises of any eating house or tea or coffee boutique.

For the purposes of this rule adulterated milk shall mean milk to which water or any other foreign liquid or substance has been added.

Z 104/30

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

Order in Council.

WHEREAS the proceeding under "The Marriage Registration Ordinance, 1907," specified in column I. of the schedule hereto, is invalid for the reason set forth in column II.:

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

I, the Officer Administering the Government in Executive Council, do hereby, in exercise of the powers vested in the Governor by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," order that the said proceeding be as valid and effectual for all purposes as if the said invalidating reason had not existed at the time it was taken.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 19, 1930. Acting Colonial Secretary.

SCHEDULE.

Column I.

Notice of marriage entered under No. 89 on April 26, 1930, in the marriage notice book of the Kukulū korale division in the Ratnapura District of the Province of Sabaragamuwa by Mr. Ganepalle Koralalage Jayawardena Bandara Kiriella and the certificate of notice issued by the same person on May 14, 1930.

Column II.

Mr. Kiriella had not been appointed as registrar of the division on the days on which he entered the notice and issued the certificate.

L 902/29

NOTIFICATION UNDER LAND SALE AND LEASE REGULATIONS NOS. 58 AND 59.

NOTICE is hereby given under the provisions of Land Sale and Lease Regulations Nos. 58 and 59 that an application has been made by Mrs. C. G. G. Weerasuriya of Gampola for the sale to her of a portion of an old road stopped up under section 9 of Ordinance No. 10 of 1861, situated in Godagama village (within the Local Board limits of Gampola) in the Ganga Ihala korale of

Uda palata division in the District of Kandy, Central Province, described as lot 2 in advance extract 2 of block survey preliminary plan No. 1, in extent 16.72 perches, and known as Polwattewatta.

The above-mentioned land, which is quite useless to anyone except the applicant, will be sold to her without competition for the sum of Rs. 211, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 22, 1930. Acting Colonial Secretary.

U 144/30

"THE MOTOR CAR ORDINANCE, 1927."

REGULATION made by the Officer Administering the Government in Council, under section 58 (1) of the Motor Car Ordinance, 1927, for the area comprised within the administrative limits of the Municipal Council of Kandy.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 19, 1930. Acting Colonial Secretary.

REGULATION.

No person shall, between the hours of 9 P.M. and 7 A.M., use a motor omnibus or lorry on the portion of Ward street between the point of its junction with Brownrigg street and the point of its junction with Pavilion street.

U 220/30

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

REGULATIONS made by His Excellency the Officer Administering the Government with the advice of the Executive Council under sections 4 and 5 of "The Quarantine and Prevention of Diseases Ordinance, 1897," in respect of the administrative limits of the Sanitary Board towns of Wattegama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Hulu-ganga, Ulapane, and Panwila.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 13, 1930. Acting Colonial Secretary.

REGULATIONS.

1. Any building or place (a) to which rats have direct access from drains, or (b) in which rat holes are found not properly blocked up shall be considered insanitary.

2. The owner or occupier of any such insanitary building or place shall carry out such works as the Chairman, Sanitary Board, considers necessary to prevent the direct access of rats to such building or place.

3. Any person desirous of storing or keeping more than 2½ bushels and less than 25 bushels of imported rice in any place within the Sanitary Board limits of Wattegama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Hulu-ganga, Ulapane, and Panwila must keep the same in a rat-proof bin approved by the Chairman of the Sanitary Board.

4. Any person desirous of storing or keeping or having in his possession at any time or in any place within the limits of the Sanitary Board towns of Wattegama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Hulu-ganga, Ulapane, and Panwila imported rice in excess of 25 bushels shall keep the same in a rat-proof building approved by the Chairman of the Sanitary Board to whom plans of the building must first be submitted for approval.

P 219/28

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by the Officer Administering the Government in Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 12, 1930. Acting Colonial Secretary.

RULE.

Any Indenture called a "Landing Licence" which is signed by the Governor and a Telegraph Company shall be deemed to be a licence under section 4 of the Ordinance and to authorize the Company to instal, establish, maintain, and work a telegraph under the provisions of the Ordinance and in accordance with the terms of the said "Landing Licence."

P 219/28

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULES made by the Officer Administering the Government in Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 12, 1930. Acting Colonial Secretary.

RULES.

The rules dated August 19, 1909 (*Supplement to Gazette* No. 6,325 of August 27, 1909), as amended by the rules dated March 14, 1927 (*Gazette* No. 7,572 of March 18, 1927), and all other amendments terminating with the rules dated October 18, 1929 (*Gazette* No. 7,741 of October 18, 1929), are further amended as follows:—

1. In the heading immediately above Rule 331 substitute for the words "or Cable" the words "and week-end."
2. In No. (3) to Rule 343 substitute for the words "D. L. T. or Cable Letter Telegrams" the words "Daily Letter and Week-end Letter Telegrams."
3. Delete the heading immediately above Rule 344.
4. Substitute for Rule 344 the following:—

The places to which the services of Daily Letter Telegrams and Week-end Letter Telegrams are available, and the rates and conditions for their acceptance are notified from time to time by the Postmaster-General in the Post Office Guide.

5. Delete Rules 345, 346, 347, and 348.

F 443/26

ORDINANCE NO. 5 OF 1891, INTITULED AN ORDINANCE TO INCORPORATE THE PUBLIC SERVICE MUTUAL PROVIDENT ASSOCIATION.

RULE made by "The Public Service Mutual Provident Association" under section 14 of Ordinance No. 5 of 1891, intituled "An Ordinance to incorporate the Public Service Mutual Provident Association" and confirmed by the Officer Administering the Government in Executive Council under the said section.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 13, 1930. Acting Colonial Secretary.

RULE.

Rule 8 in Chapter 1 of the rules published in *Gazette* No. 7,721 of July 5, 1929, is hereby repealed and the following substituted therefor:—

In the event of the death of a member the amount to his credit in the books of the Association, less any sum for which he may be indebted to the Association, shall be paid to his widow and lawful children, which expression shall mean and include the legal issue of any deceased child, in the proportion of half to the widow, and half to the children in equal shares.

Should any member desire the children's half share to be divided in any way other than in equal shares, or to be assigned to any one or more children to the exclusion of the remainder, he shall be at liberty to notify in writing to the Association the distribution or assignment he desires to be made, and such notification will be binding on the Association, provided that it shall have been received at least one month prior to the decease of such member.

Should there be no widow, then the widow's share shall also be divided among the children, in the same manner as the children's share is divisible under the provisions of the preceding sub-paragraph of this rule.

Should there be no children the whole amount shall be paid to the widow.

Failing widow and children the amount shall be paid to the nominee or nominees of such member to the exclusion of his legally constituted heir or heirs or of any heir or heirs under an intestacy as set forth in sections 26 to 40 of Ordinance No. 15 of 1876; or, failing a nominee or nominees, to his legally constituted heirs or to the heir or heirs under the intestacy or into court to the credit of his estate. Provided that no nomination shall be valid unless made and reported for registration at least one month prior to the decease of such member.

Provided also that in the case of minors it shall be lawful for the Committee of Management at their discretion, in the absence of a legal guardian, to pay the shares of minors to their natural guardian, if any, or to deposit the amount in the Ceylon Savings Bank until majority is attained. The Committee of Management may withdraw the interest accruing on moneys so deposited, and pay the same to any person who may satisfy them that the money will be expended on the maintenance or for the benefit of the minors.

U 230/30

"THE SMALL TOWNS SANITARY ORDINANCE, 1892,"
AND "THE ROAD ORDINANCE, 1861."

RULES made by the Sanitary Board of the Kandy District, with the approval of the Officer Administering the Government, under section 19 of "The Road Ordinance, 1861," by virtue of section 33 of "The Small Towns Sanitary Ordinance, 1892," in respect of Ambalam situated within its limits.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 8, 1930. Acting Colonial Secretary

RULE.

No person shall while occupying any Ambalam sell or expose for sale any article within its premises.

U 203/30

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

B-LAW made by the Municipal Council of Colombo, under sections 109 and 110 of "The Municipal Councils Ordinance, 1910," and confirmed by the Officer Administering the Government in Council in exercise of the powers vested in the Governor in Executive Council by the said section 109 is hereby proclaimed.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 12, 1930. Acting Colonial Secretary.

BY-LAW.

By-law 10 (ii.) of the Municipal Leave Minute published by Proclamation dated October 26, 1914 (*Gazette* No. 6,683 of November 20, 1914), is amended by the substitution of the words "Section 11" for the words sub-section (i.) contained therein.

(Continued on page 2183)

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of July, 1930:—

1.—Note Account.

| | Rs. | c. | | Rs. | c. |
|--------------------------------------|-------------|----|---------------------------------|-------------|----|
| Total Stock on June 30, 1930 | 141,098,449 | 0 | In vault on July 31, 1930 | 94,030,110 | 0 |
| Add Notes received in July, 1930 | 14,800,000 | 0 | In circulation on July 31, 1930 | 57,230,339 | 0 |
| | 155,898,449 | 0 | | | |
| Deduct Notes destroyed in July, 1930 | 4,638,000 | 0 | | | |
| | 151,260,449 | 0 | | 151,260,449 | 0 |

2.—Reserve Account.

| | Rs. | c. | | Rs. | c. |
|---|------------|----|-------------------------------------|------------|----|
| Coin received for Notes in circulation | 57,230,339 | 0 | Securities at cost (£1 = Rs. 13·33) | 39,771,691 | 74 |
| Excess of reserve over Notes in circulation | 4,844,654 | 82 | Coin in vault | 22,303,302 | 8 |
| | 62,074,993 | 82 | | 62,074,993 | 82 |

| | | |
|--|------------|---|
| 3.—Average amount of Notes in circulation during the month | 57,230,339 | 0 |
| Average amount of Coin in vault during the month | 22,303,302 | 0 |

4.—Details of Investments and Securities.

| | Face Value. | | | Face Value. | | Purchase Value. | | Market Value. | |
|--|-------------|----|----|-------------|----|-----------------|----|---------------|----|
| | £ | s. | d. | Rs. | c. | Rs. | c. | Rs. | c. |
| Colonial and other Securities | 1,378,231 | 1 | 7 | 18,376,414 | 39 | 17,123,441 | 92 | 16,466,520 | 29 |
| War Loan, 5 per cent. | 1,010 | 3 | 5 | 13,468 | 95 | 13,806 | 50 | 14,003 | 91 |
| Treasury Bonds, 4½ per cent. | 674 | 8 | 6 | 8,992 | 33 | 8,788 | 61 | 9,190 | 99 |
| Consolidated Loan, 4 per cent. | 54,780 | 3 | 6 | 730,402 | 33 | 632,243 | 78 | 638,054 | 94 |
| Conversion Loan, 4½ per cent. | 173,454 | 3 | 1 | 2,312,722 | 6 | 2,200,904 | 61 | 2,293,961 | 45 |
| Indian Stock, Sterling | 171,000 | 14 | 7 | 2,280,009 | 72 | 2,051,025 | 36 | 1,655,099 | 74 |
| Indian 5 per cent. War Loan | — | — | — | 15,838,700 | 0 | 14,880,329 | 89 | 14,967,571 | 50 |
| Government of India 5 per cent. Loan 45/55 | — | — | — | 2,027,500 | 0 | 1,994,834 | 37 | 2,014,828 | 12 |
| Government of India 5 per cent. Loan 39/44 | — | — | — | 897,700 | 0 | 866,316 | 70 | 853,376 | 6 |
| Total | — | — | — | 42,485,909 | 78 | 39,771,691 | 74 | 38,912,607 | 0 |

Currency Office,
Colombo, August 9, 1930.

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

Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

IT is hereby notified for general information that the item of Kandy Railway Station is deleted from the schedule of my Notification dated the 11th instant that appeared in the *Ceylon Government Gazette* No. 7,798 of August 15, 1930.

R. BRIERCLIFFE,

Director of Medical and Sanitary Services.

August 20, 1930.

TENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1930.

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 _____" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on September 9, 1930.

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

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and

bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Office of the Director of Medical and Sanitary Services.

7. If required, samples must be deposited.

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

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

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

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

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

shall the contractor employ any person, whose name is on the list of Crown defaulting contractors, or any other person to whom the Director of Medical and Sanitary Services, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

R. BRIERCLIFFE,

Director of Medical and Sanitary Services.

Colombo, August 20, 1930.

SCHEDULE REFERRED TO.

| Service. | Tender | Security. |
|---|-----------------|-----------|
| | Deposit. Rs. | Rs. |
| Supply of cooked provisions with milk to the following institution :— | | |
| Alutnuwara Hospital | 200 | 400 |

TENDERS are hereby invited for the maintenance of the following services in the Colombo area for a period of one year from October 1, 1930, to September 30, 1931 :—

- (1) Maintenance of, and minor improvements to Government buildings, Police Stations, Hospitals, Dispensaries, &c.
- (2) Maintenance of, and minor improvements to drainage and water supply of the above.
- (3) Maintenance of approach roads to public buildings, in the Fort, Colombo (C. E's section).
- (4) Maintenance of approach roads to public buildings, outside the Fort, Colombo (C. E's section).

2. Separate tenders must be submitted for each of the above areas. A contract for each will be entered into with the successful contractor who will be required to deposit as security such sum as may be decided upon and stated in the contract.

3. Specifications, schedule of prices, draft contract, and forms of tender can be seen and all information obtained from the Office of the District Engineer, Buildings, Torrington square, Colombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays 9 A.M. and 1.30 P.M.). These should be inspected and all information should be obtained before any deposit is made.

Before tender forms can be issued the intending contractor must deposit a sum of Rs. 50 either at the General Treasury or Kachcheri. The receipt must be handed to the District Engineer, Buildings. The deposit will be refunded to all *bona fide* tenderers after the contract has been signed by the successful contractor. No deposit should be made, however, until the contractor is informed by the District Engineer, Buildings, that a form of tender will be issued to him.

4. Tenders (on the basis of a percentage "off" or "on" the prices shown on the schedule of prices) for each of the above areas must be submitted separately, in duplicate, on the forms attached to the specification and schedule. The forms duly filled in, signed and dated, to be forwarded in securely sealed envelopes as follows :—

- (a) The original form or forms of tender (a separate form must be used for each area) must be forwarded with one copy of the general conditions and specification, list of buildings or approach roads for each area (a separate list to be forwarded for each area for which a form of tender is submitted) and the schedule of prices (all signed by the contractor) to the Construction Engineer, Public Works Department, Torrington square, Colombo.
- (b) The duplicate copy of the form of tender only to be forwarded to the District Engineer, Buildings, Torrington square, Colombo.

endorsed on the outside "Schedule of Rates for Maintenance of Government Buildings Section" or "Schedule

of Rates for Maintenance of, and Minor Improvements to Drainage and Water Supply" or "Schedule of Rates for Maintenance of Approach Roads in the Fort, or outside the Fort," &c. (as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on Monday, September 8, 1930.

5. The specification, schedule of prices and forms of tenders must not be altered in any way and must be returned to the above officers in their original form duly signed and dated. Any tenders received which do not comply with the aforementioned conditions will be rejected.

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

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

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, August 20, 1930.

TENDERS are hereby invited for the transport of Stores, &c., from October 1, 1930, to September 30, 1931, to and from the under-mentioned places in the Kegalla District :—

- (a) The Railway Station, Polgahawela, to Public Works Department Stores, Ambanpitiya, Kegalla.
- (b) The Rambukkana Railway Station to where required in the Kegalla District.
- (c) The Kadugannawa Railway Station to where required in the Kegalla District.
- (d) The Ambepussa Railway Station to where required in the Kegalla District.
- (e) The Public Works Department Stores, Ambanpitiya, Kegalla, to where required in the Kegalla District.

In respect of each of the above items the following particulars should be given by each tenderer—

- (i.) Time required (number of days).
- (ii.) Rate per cwt. per mile for transport of stores weighing over 10 cwt.
- (iii.) Stores weighing from 28 lb. to 10 cwt. and under. Rate per cwt. per mile.
- (iv.) Stores weighing 28 lb. and under. Rate for cooly transport per parcel of 28 lb. or under per mile.
- (v.) Rate per cwt. per elephant per mile for carrying stores unable to be transported by wheeled vehicles.
- (vi.) Rate per pair of bulls per mile for transport of rollers, tar sprayers, plant, &c.
- (vii.) Rate per elephant per mile for transport of rollers, tar sprayers, plant, &c., on hilly roads.

Note.—(i.) The rates should include handling at both ends, loading and unloading into carts and Railway wagons at the Goods Shed, and stacking the stores, &c., at the different stores.

(ii.) Fractional parts of a cwt. under $\frac{1}{2}$ cwt. of articles weighing over 1 cwt. will not be taken into account for preparing vouchers for payment, when it is $\frac{1}{2}$ cwt. or between $\frac{1}{2}$ cwt. and 1 cwt. it will be taken and accounted for as a cwt.

2. Tenders must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kegalla, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Tender for Transport of Stores, Kegalla District," so as to reach the offices on or before 12 noon on September 13, 1930.

3. Before any tender is accepted, the contractor will be required to sign a contract to execute and carry out the work in accordance with the general conditions therein set forth and to deposit a sum of Rs. 50 for the due and

faithful performance of the contract. The terms of the contract can be ascertained on reference to the Provincial Engineer, Sabaragamuwa, Ratnapura, or the District Engineer, Kegalla.

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

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

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

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

8. The District Engineer, Kegalla, reserves to himself the right of transporting stores by the Public Works Department Overseer's carts and Public Works Department lorry.

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, August 20, 1930.

TENDERS are hereby invited for the service described in the schedule annexed. The area to be exploited for the purpose and further details are given in the schedule hereto.

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 Timber Supply, Eastern Division (South), 1930-1931," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, September 23, 1930.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa. No tender will be considered unless it is on the recognized form; alterations must be initialled, otherwise the tender will be treated as informal and rejected. A tender form can be issued in the name of one person only.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or, Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or 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.

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

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 ascertained, and the draft contract inspected, upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into a bond.

9. A separate rate per cubic foot must be quoted, written both words and figures, for timber delivered at each of the places mentioned in the schedule.

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

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

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

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

14. Tenderers should read and note a draft contract which is available in the Forest Office, Batticaloa, before they obtain their forms and certify that they have inspected the area to be exploited. They should also initial and date the list of trees enumerated.

15. For any further information, application should be made to the Divisional Forest Officer, Eastern Division (South), Batticaloa.

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

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

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

GENERAL CONDITIONS.

(1) Trees are to be felled within 18 inches from the ground by saw, or axe and saw combined.

(2) Only such trees as are marked and stamped by the Forest Officer are to be felled.

(3) Rejected logs will be not paid for, and they will lapse to Government. The contractor shall have no claim in respect of any materials sold as rejections.

(4) All trees should be logged to the longest available lengths after felling, barked, and transported to a wayside depôt which will be selected by the Divisional Forest Officer, or an officer of the department deputed for the purpose, where they will be inspected by a Forest Officer, and finally passed for transport to the delivery depôt.

(5) The contractor may be paid a proportionate rate for timber in the log transported to a way side depôt, but not removed to delivery depôt in cases when it shall be deemed expedient to do so by the Divisional Forest Officer.

(6) The work should commence as soon as possible after the tenders are settled and completed, on or before June 30, 1931. Twenty-five per cent. of the total supply should be delivered at the final delivery depôt by March 31, 1931-50 per cent. by April 30, 1931, and the balance by June 30, 1931.

SCHEDULE.

To fell, log, bark, and trim 100 Satinwood trees (more or less) enumerated in Ambagahawatta forest in the Mahaya Range, Eastern Division (South) and to transport and deliver the logs loaded into railway trucks at the Batticaloa or Eravur Railway Station as required by the Divisional Forest Officer.

Distance of transport is about 45 to 50 miles.

N.B.—The attention of the contractor is drawn to by-law No. 9 (a) under section 18 of the "Vehicles Ordinance, No. 4 of 1916," which runs as follows:—

It shall not be lawful for any person to do any of the following acts:

(a) To load a cart with timber or other substance of more than 20 feet in length without having one end thereof secured to another or sling cart.

W. E. WAIT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, August 18, 1930.

SEALED tenders marked on the cover "Tender for Supplying Printed Forms and Books to the Ceylon Government Railway" will be received by the Government Printer, Colombo, up to noon on Monday, September 1, 1930, for supplying the following forms and books to the Railway Department, specimens of which can be seen on application to the Government Printer during office hours:—

| Description of Form. | Quantity required. | No. of Books. |
|----------------------|--------------------|---------------|
| E. B. 8 .. | 10,000.. | 200 |
| L. B. 6 original | 100,000 | 2,000 |
| Do. duplicate | 100,000 | |
| L. B. 16 original | 7,500 | 300 |
| Do. duplicate | 7,500 | |
| G. F. 16 (small) | 20,000.. | — |
| G. F. 17 .. | 40,000.. | — |

2. The tenderers should state the period in which the work can be completed.

3. Payment will only be made by the General Manager, Ceylon Government Railway, when the full quantity of forms and books ordered have been delivered to the Railway Storekeeper at his office at Maradana.

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

H. ROSS COTTE,
Government Printer.

Colombo, August 22, 1930.

SEALED tenders marked on the envelopes "Tender for Weighing and Transporting Salt for Purchasers" will be received by the Assistant Government Agent, Puttalam, up to 12 noon on September 13, 1930, from persons willing to contract.

For the service of weighing, transporting, and delivering such salt as the Assistant Government Agent desires to be weighed and delivered to carts at the Salt Storage Platform, Eastern Saltern, Puttalam, and to boats at the Puttalam Jetty, during the period October 1, 1930, to September 30, 1931.

Tenderers will note the following requirements:—

1. Tenderers should specify the rate for 1,000 cwt.—
 - (a) For weighing, transporting, and delivering salt to carts at the Salt Storage Platform, Eastern Saltern, Puttalam.
 - (b) For weighing and transporting salt from the Storage Platform, Eastern Saltern, and delivering same into boats at the Puttalam Jetty.
 - (c) For transporting and delivering salt to carts at the Storage Platform, Eastern Saltern, Puttalam (exclusive of the charges for weighing).
 - (d) For transporting salt from the Storage Platform, Eastern Saltern, and delivering same into boats at the Puttalam Jetty (exclusive of the charges for weighing).
2. They should be prepared to weigh and transport 1,500 cwt. daily, employing a sufficient number of coolies and carts for this purpose.
3. Each tenderer must deposit a sum of Rupees Fifty (Rs. 50) in any Kachcheri before tendering. No tender will receive any consideration where no such deposit has been made. The deposit will be forfeited to Government if the tenderer is not prepared to enter into contract, or is unable to furnish certified security in Rupees One thousand (Rs. 1,000), for the due fulfilment of the contract. Unforfeited deposit will be returned to the tenderer.
4. Each tenderer must name an address in Puttalam where all letters or notices may be served on or left for him.
5. A letter signed by two responsible persons, whose addresses must be given, engaging to become surety for the due fulfilment of the contract, should accompany the tender.
6. Every alteration in the tender should be initialled by the tenderer.

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

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

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

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

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

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

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

R. CHINTAMANI,

The Kachcheri, for Assistant Government Agent.
Puttalam, August 18, 1930.

TENDERS are hereby invited for the supply of the following materials, viz., nar baskets, ola mats, ola bags, palmyra olas, coir, and ekel brooms, coir strings, and gunny bags, to be delivered when required at the General Stores, Jaffna; Salt Pans, Chiviyateru; and Tondaimannar Store, during the period October 1, 1930, to September 30, 1931.

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

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

4. Tenders should be marked "Tender for Supplying Materials, 1930-31," in the left hand top corner of the envelope, and should reach the Jaffna Kachcheri not later than 2 P.M. on September 5, 1930.

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

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

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

8. Samples must be deposited on date of tender.

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

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

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

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

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

The Kacheheri,
Jaffna, August 6, 1930.

P. MORTIMER,
for Government Agent.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, September 5, 1930, at 4 P.M., at the Education Office, Colombo:—

Bells, office, 2; bells, cycle, 1; buckets, fire, 3; bicycle, with luggage carrier, 1; almirahs, jak, 3; tables, writing, 2; chairs, 10; pigeon holes, 4; notice boards, 2; cane matting pieces, 3; knives, pruning, 1; drums, iron, 2; coir mattress, 1; rain capes, 2; hanging lamps, brass, 1; sauce pans, enamelled, 1; funnels, enamelled, 1.

Education Office, Colombo, August 20, 1930.

L. MCD. ROBISON,
Acting Director of Education

THE under-mentioned unserviceable articles belonging to the Controller of Indian Immigrant Labour, Colombo, will be put up for sale by public auction on Saturday, September 6, 1930, at 1.30 P.M., at the Office of the Controller of Indian Immigrant Labour, Gaffoor buildings, Main street, Colombo:—

Articles.—1 binder, Perry & Co.; 3 baskets, waste paper; 1 cape and cap, waterproof; 2 chairs, arm, jak; 1 chair, dining, teak; 12 inkstands, ewter round; 1 jug, enamelled; 1 lamp, candle; 56 letter clips; 1 lock, cupboard; 1 threading tool; 1 timepiece.

Colombo, August 19, 1930.

J. S. ABAYASEKARA,
for Acting Controller of Indian Immigrant Labour.

THE under-mentioned unserviceable articles belonging to the Survey Department will be sold by public auction at the Surveyor-General's Office, on Friday, August 29, 1930, commencing at 2 P.M.:—

2 binoculars; 58 poles, surveying (cut up in pieces); 8 staves, levelling; 4 umbrellas, gig; 1 stone grind on stand; 9 stamps, rubber; 1 lot tent poles (cut up in pieces); 1 typewriter; 1 machine drill bench; 1 punch box; 1 lot belting; 1 lot zinc and copper; 1 lot tins and drums; 1 lot bottles and jars; 7 empty boxes for theodolites.

Surveyor-General's Office,
Colombo, August 19, 1930.

C. H. VINCE,
for Surveyor-General.

NOTICE is hereby given that the under-mentioned articles condemned as unserviceable will be sold by public auction on Monday, September 1, 1930, at 3 P.M., at the Divisional Forest Office, Galle:—

1 revolving chair, 1 arm chair, 1 common chair, 7 paper clips, 3 hurricane lanterns, 4 Police bull's-eye lanterns.

Galle, August 15, 1930.

P. GODFREY FAUSSETT,
Divisional Forest Officer,
Southern Division (W).

A QUANTITY of waste paper will be sold by public auction at this office on Tuesday, August 26, 1930, at 2 P.M.

Colonial Secretary's Office,
Colombo, August 21, 1930.

By order,
J. C. JANSZ,
for Colonial Secretary.

VITAL STATISTICS.

Registrar-General's Report on Vital Statistics of the City of Colombo for the Week ended August 16, 1930.

Births.—The total births registered in the city of Colombo in the week were 149 (5 Europeans, 8 Burghers, 79 Sinhalese, 25 Tamils, 25 Moors, 3 Malays, and 4 Others). The birth rate per 1,000 per annum (calculated on the estimated population on July 1, 1930, viz., 270,700) was 28.7, as against 26.6 in the preceding week, 28.6 in the corresponding week of last year, and 32.5 the weekly average for last year.

Deaths.—The total deaths registered were 185 (7 Burghers, 117 Sinhalese, 36 Tamils, 16 Moors, 6 Malays, and 3 Others). The death rate per 1,000 per annum was 35.6, as against 40.7 in the previous week, 29.0 in the corresponding week of last year, and 30.9 the weekly average for last year.

Infantile Deaths.—Of the 185 total deaths, 31 were of infants under one year of age, as against 48 in the preceding week, 37 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 15.

Principal Causes of Death.—1. (a) Thirty deaths from *Pneumonia* were registered, 12 in Maradana hospitals (including 3 deaths of non-residents), 6 in Maradana North, 3 each in New Bazaar, Slave Island, and Kollupitiya, and 1 each in San Sebastian, Kotahena North, and Maradana East, as against 29 in the previous week, and 22 the weekly average for last year.

(b) Eight deaths from *Influenza* were registered, 3 in St. Paul's, 2 in New Bazaar, and 1 each in San Sebastian, Kotahena South, and Maradana North, as against 11 in the previous week, and 9 the weekly average for last year.

(c) Nine deaths from *Bronchitis* were registered, 4 in Maradana North, and 1 each in Kotahena North, New Bazaar, Maradana hospitals (of a non-resident), Slave Island, and Wellawatta South, as against 4 in the previous week, and 3 the weekly average for last year.

2. (a) Twelve deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 4 deaths of non-residents), 2 in San Sebastian, and 1 each in Kotahena South, New Bazaar, Maradana East, and Wellawatta South, as against 9 in the previous week, and 11 the weekly average for last year.

(b) One death from *Phthisis* of a resident of Colombo town, occurred at the Anti-Tuberculosis Hospital, Ragama, during the week.

3. Seven deaths from *Enteric Fever* were registered, 6 in Maradana hospitals (including 2 deaths of non-residents), and 1 in Slave Island, as against 8 in the previous week, and 4 the weekly average for last year.

4. One death from *Plague* was registered in St. Paul's, as against nil in the previous week.

5. Seventeen deaths from *Enteritis* were registered, 9 from *Diarrhoea*, 6 from *Debility*, 5 from *Dysentery*, 2 each from *Infantile Convulsions*, *Homicide*, and *Puerperal Septicaemia*, 1 from *Worms*, and 74 from *Other Causes*.

6. **Reported Cases.**—Nineteen cases of *Chickenpox*, 6 of *Enteric Fever*, 1 of *Measles*, and 1 of *Plague* were reported during the week, as against 14, 17, 1, and nil, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 80.7°, against 80.7° in the preceding week and 80.5° in the corresponding week of the previous year. The mean atmospheric pressure was 29.912 in., against 29.880 in. in the preceding week, and 29.818 in., in the corresponding week of the previous year. The total rainfall in the week was 0.02 in. against 0.02 in. in the preceding week and nil in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, August 19, 1930.

P. D. RATNATUNGA,
for Registrar-General

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF SIKES
TEA AND RUBBER ESTATES, LIMITED.

1. The name of the Company is "SIKES TEA AND RUBBER ESTATES, LIMITED".

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

3. The objects for which the Company is to be established are:—

- (1) To purchase, or otherwise acquire Queenstown, Kincora, and Dambagastalawa estates, situated in the Districts of Badulla, Kandy, and Nuwara Eliya, respectively, of the Island of Ceylon.
- (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India or elsewhere and any right of way, water rights and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable of any kind.
- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.
- (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured or raw state, and either by wholesale or retail.
- (6) To carry on in the Island of Ceylon, the Federated Malay States, India or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water or by air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers, proprietors of docks, wharves, jetties, piers, hangars, warehouses, boats, vans, aeroplanes, and hydroplanes; and any other business which can or may conveniently be carried on in connection with any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase tea leaf, rubber, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, plumbago,

precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.

- (10) To purchase, take in exchange, hire, or otherwise acquire, and hold boats, barges, tugs, launches, vans, aeroplanes, hydroplanes, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water, or by air, of proprietors of docks, wharves, jetties, piers, warehouses and boats, of tug owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, refineries, laboratories, buildings, erections, roads, ways, bridges, railways, tramways, electric light and power, canals, reservoirs, waterworks, water-courses, wells, pipe lines, furnances, gasworks, piers, docks, wharves, jetties, hangars, warehouses and other works, and conveniences, which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To act as agents for, and to manage, supervise or control the business, plantations, estates, property, or operations of any person, company, or undertaking, or any property in which the Company may be interested, and to act as secretaries of other companies, and to lend or advance money to such persons or companies.
- (13) To transact or carry on all kinds of trust and agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
- (14) To engage, employ, maintain and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such a such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (15) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex officials or ex employees of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances to such persons or their dependents, or connections and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object, and to make gifts and bonuses to persons in the employment of the Company.
- (16) To enter into any arrangements with any authorities, government, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (17) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company;

- to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (18) To form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
- (19) To procure the Company to be registered or established or authorized to do business in the Federated Malay States, India, or elsewhere.
- (20) To lend or advance money to any person or corporation 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, dock warrants, policies, stocks, shares, debentures, bonds, and securities of all kinds or book debts, or without any security at all.
- (21) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount and either redeemable, irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (22) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (23) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of director, receiver, liquidator, treasurer, or attorney, and to keep for any company, authority or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.
- (24) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit; also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (25) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit; and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (26) 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.
- (27) To make, draw, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments for the purposes of the Company.
- (28) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (29) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (30) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (31) 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.
- (32) To do all or any of the above things in any parts of the world, and either as principals, agents, contractors, trustees, or otherwise, and by agents, trustees, sub-contractors, or otherwise, and either alone or in conjunction with others.
- (33) To do all such other things as may be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company and in case of doubt as to what shall be so necessary, incidental, conducive, convenient, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

It being hereby declared that in the foregoing paragraphs of this clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the word "company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in each paragraph of this clause or the objects therein specified, or the powers thereby conferred, shall not be deemed subsidiary or auxiliary merely to the objects mentioned in the first paragraph of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with, or performed, do not fall within the objects of the first paragraph of this clause.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Seven hundred and Fifty thousand Rupees (Rs. 1,750,000) divided into 175,000 Shares of Ten Rupees (Rs. 10) each.

with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate or deal with any rights, privileges, terms, conditions or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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

| Names and Addresses of Subscribers. | Number of Shares taken by each Subscriber. |
|-------------------------------------|--|
| H. G. P. MADDOCKS, Colombo | .. One |
| J. A. CLUBB, Colombo | .. One |
| GEO. L. YULE, Colombo | .. One |
| JOHN SANDS, Colombo | .. One |
| G. MARTIN, Colombo | .. One |
| A. R. MCFARLANE, Colombo | .. One |
| CHAS. A. B. DAVIDSON, Colombo | .. One |
| Total number of shares taken | .. Seven |

Witness to the above signatures at Colombo, this 15th day of July, 1930.

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF SIKES TEA AND RUBBER ESTATES, LIMITED.

It is agreed as follows:—

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

(b) The sub-headings in these Articles shall not be deemed to be part of or effect the construction of these presents.

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

3. None of the funds of the Company shall be employed in the purchase of or be lent on the security of shares of the Company.

INTERPRETATION.

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

Company.—The word "Company" means "Sikes Tea and Rubber Estates, Limited," incorporated or established by or under the memorandum of association to which these articles are attached.

The Ordinance.—"The Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861 to 1929," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special Resolution.—"Special resolution" has the meaning assigned thereto by the Ordinance.

Extraordinary Resolution.—"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

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

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

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

Shareholder.—"Shareholder" means a shareholder of the Company.

Presence or Present.—With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

Dividend.—"Dividend" includes bonus.

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

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

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

Month.—"Month" means a calendar month.

In Writing and Written.—"In Writing" and "Written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

Singular and Plural Number.—Words importing the singular number only include the plural, and *vice versa*.

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versa*.

5. Subject to the preceding article any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

6. *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established or any one or more of them, and to employ and apply its capital as soon after the registration of the Company as the directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the directors, a sufficient number of shares shall have been subscribed or applied for.

7. *Acquisition of Queenstown, Kincora, and Dambagastalawa Estates.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estates called and known as Queenstown, Kincora, and Dambagastalawa, situated in the Districts of Badulla, Kandy, and Nuwara Eliya, respectively, of the Island of Ceylon, and accordingly no objection shall be made by this Company or by any shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendors promoters or other persons interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

8. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of general meetings, in accordance with these presents.

CAPITAL.

9. *Nominal Capital.*—The nominal capital of the Company is One million Seven hundred and Fifty Thousand Rupees (Rs. 1,750,000), divided into 175,000 shares of Ten Rupees (Rs. 10) each.

SHARES.

10. *Issue and Allotment.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper, provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company, provided also that the Directors may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

11. *Commission and Brokerage for placing Shares, &c.*—The directors may, at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company, provided that the rate per cent. commission or the amount thereof shall not exceed 15 per cent. on the nominal amount of such shares. Such commission may, if thought fit, be paid in fully paid shares, debentures, or debenture stock of the Company. The Directors may also pay such brokerage as may be lawful.

12. *Payment of Amount of Shares by Instalments.*—If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

13. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Directors from time to time direct.

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

15. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to appoint proxies, but not more than one partner may vote at a time.

16. *Shares held by Two or more Persons not in Partnership.*—Shares may be registered in the names of two or more persons not in partnership.

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

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

shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

20. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

21. *Increase of Capital by Creation of New Shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

22. *Issue of New Shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the special resolution creating the same or in default the Board shall direct; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine.

24. *Same as Original Capital.*—Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

25. *Reduction of Capital and Subdivision or Consolidation of Shares.*—The Company in General Meeting may, by special resolution, reduce the capital in such manner as such special resolution shall direct, and may, by special resolution, subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES.

26. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm, the Company shall not be bound to issue more than one

certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

28. *Renewal of Certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents together with the amount of any costs and expenses which the Company has incurred in connection with the matter shall be payable for such new certificate.

TRANSFER OF SHARES.

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

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

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

32. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

33. *Directors may decline to Register Transfer.*—The Directors may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve.

34. *Not bound to state Reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

36. *Directors may authorize Registration of Transferees.*—The Directors may, by such means as they shall deem expedient, authorize the registration of transferees as Shareholders, without the necessity of any meeting of the Directors for that purpose.

37. *Directors not bound to inquire as to Validity of Transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

38. *Transfer Books when to be closed.*—The transfer books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First Ordinary General Meeting; also when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

39. *Title to Shares of Deceased Holder.*—Subject and without prejudice to the provisions of Article 18 hereof the executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to shares of such Shareholder.

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

41. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 40, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

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

SURRENDER AND FORFEITURE OF SHARES.

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

44. *If Call or Instalment not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

47. *Shareholder still liable to pay Money owing at Time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest

thereon at 9 per cent. per annum, from the time of forfeiture until payment, and the Directors may enforce the payment thereof if they think fit.

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

57. *Modification of Rights and Consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

(1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.

(2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

58. *Meeting affecting a particular Class of Shares.*—Any meeting for the purpose of the last preceding article shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no Shareholder, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded by the Chairman or in writing by any Shareholder personally present and entitled to vote at the meeting. A Director although not a holder of shares of the class affected may act as proxy at any such meeting.

CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorising the call was passed at a meeting of the Board or was signed in terms of Article 131.

61. *Extension of Time for Payment of Call.*—The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders,

exclusive of the others, for payment of any call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to any such extension except as a matter of grace or favour.

62. *Interest on unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article. Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium or instalment were a call duly made and notified as hereby provided.

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

BORROWING POWERS.

64. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting exceed the sum of Two Hundred Thousand Rupees (Rs. 200,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such principal sum or sums of money so borrowed or raised, as aforesaid and interest, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the agents and or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between

the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office and may consist of several documents in like form, each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after 3 months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

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

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

71. *Two Months' Notice of Meeting to be given.*—Subject to the last proviso in this Article two months' 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 an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting, provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference

shares or shares of such particular class they shall not be entitled to attend or vote. Provided that any meeting for the purpose of confirming a resolution as a special resolution may be convened on seven days' notice.

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

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

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

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

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

77. *Chairman of Directors or a Director to be Chairman of General Meeting; in Case of their Absence or Refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

78. *Business confined to Election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

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

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

VOTING AT MEETINGS.

81. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such

meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and unless a poll be immediately demanded by the Chairman or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

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

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

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

86. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

87. *Proxy or Attorney though not Shareholder may vote.*—A person appointed as proxy or attorney need not be a Shareholder of the Company, and may represent and vote for his principal at any meeting of the Company, or of any class of Shareholders of the Company.

88. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not registered at least Three Months previous to the Meeting to vote.*—No person shall exercise any rights of Shareholder until his name shall have been entered in the register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him and no Shareholder shall be entitled to vote or speak at any general meeting unless all calls due from him on his shares, or any of them shall have been paid; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder or the person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder or the marriage of any female Shareholder, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

90. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited

at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

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

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

Sikes Tea and Rubber Estates, Limited.

I, _____, of _____, being a Shareholder of Sikes Tea and Rubber Estates, Limited, hereby appoint _____, of _____, or failing him _____, of _____, or failing him _____, of _____, as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the (Ordinary or Extraordinary, as the case may be), General Meeting of the Company, to be held on the _____ day of _____, and at any adjournment thereof.

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

93. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

94. *No Shareholder to be prevented from Voting by being personally interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

95. *Number of Directors.*—The number of Directors shall never be less than three nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting (which shall not be adjourned for the purpose of enabling a quorum to be present), the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the register of Shareholders.

96. *Qualification of Directors.*—A Director shall not be required to hold any qualification.

97. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Five hundred Rupees (Rs. 2,500) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services, hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Thomas Chirnside Forbes of Marksdanes, Bruton, Somerset; Aubrey Martin Clarke of El Teb Group, Passara; and Herbert George Parton Maddocks of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

99. *Directors may appoint Managing Director or Directors his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors; and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. The said Aubrey Martin Clarke shall be the first Managing Director of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

102. *Duration of Office of Director appointed to Vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

103. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in Article 104.

104. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

107. *Number of Directors how increased or reduced.*—The Company in General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number shall go out of office.

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

109. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the agents and or secretaries, or by depositing the same at the office, or by tendering his written resignation at a meeting of the Directors.

110. *Directors may contract with the Company.*—A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager,

agent, broker, or otherwise, and no such contract or arrangement nor any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or of security for advances or to a settlement or set-off of cross-claims, and it may at any time or times be suspended or relaxed, either prospectively or retrospectively, by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

111. *When Office of Director to be vacated.*—The office of Director shall *ipso facto*, be vacated—

- (a) If he resign his office.
- (b) If he become bankrupt or insolvent or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.

Provided that until an entry of his office having been so vacated be made in the minutes of the Board his acts as a Director shall be as effectual as if his office were not vacated.

A Director may hold any other office or position under the Company in conjunction with his directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

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

113. If any Director shall be resident out of or be about to leave or shall have left the Island of Ceylon or be unable through illness or other cause to attend any meetings of the board, he may, by a writing under his hand, appoint any person who is approved by the Board to be his substitute; and every such substitute shall, during the absence from the Island of Ceylon of the Director appointing him, or whilst such Director is unable to attend meetings of the Board, as the case may be, be entitled to attend and vote at meetings of the Directors and shall have and exercise all the powers, rights, duties, and authorities of the Director appointing him. A Director may at any time revoke the appointment of a substitute appointed by him, and, subject to such approval as aforesaid, appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his substitute shall thereupon cease and determine. Every person acting as a substitute for a Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such substitute shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the substitute and the Director appointing him.

INDEMNITY.

114. The Directors, Managing Director, Managers, Agents, Auditors, Secretaries, and other officers or servants for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any property or money of the Company may come, or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

POWERS OF DIRECTORS.

116. *To acquire Queenstown, Kincora and Dambagastalawa Estates.*—The Directors shall have power to purchase or otherwise acquire the said Queenstown, Kincora, and Dambagastalawa estates.

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

118. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, assessors, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting

agents, inspectors, superintendents, clerks, artisans, labourers and other servants, for such reason as they may think proper and advisable and without assigning any cause.

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

120. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signature as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors and other documents on behalf of and to further the interests of the Company.

121. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals or for the sale or disposal of the business, estates, lands and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or land, or the sub-lease of the whole or any part or parts thereof to any company or person, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

122. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any Article in these presents on the Directors shall not be taken to be limited by any article conferring any special or express power.

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

- (1) To institute, conduct, defend, compound or abandon any action, suit, prosecution or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.

(4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

(5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or realign such investments.

(6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local Boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local Board or any managers or agents and to fix their remuneration.

(7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of those powers.

PROCEEDINGS OF DIRECTORS.

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

125. *A Director may summon Meetings of Directors.*—A Director may at any time and the secretary shall at the request of a Director summon a meeting of Directors.

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

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

128. *Board may appoint Committees.*—The Board may delegate any of their powers to Committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such Committee, either wholly or in part, and either as to persons or purposes, but every Committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such Committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

129. *Acts of Board or Committee Valid notwithstanding informal Appointment.*—The acts of the Board or of any Committee appointed by the Board shall, notwithstanding any vacancy in the Board or Committee, or defect in the appointment of any Director or of any Member of the

Committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed provided the same be done before the discovery of the defect.

130. *Regulations of Proceedings of Committees.*—The meetings and proceedings of such Committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such Committee respectively, or any regulation imposed by the Board.

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

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

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

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

COMPANY'S SEAL.

134. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares or other instrument except in the presence of two or more of the Directors, or of one Director and the agents and/or secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the agents and/or secretaries, in the event of a firm being the agents and/or secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or the firm name *per procuracionem* or signing for and on behalf of the said firm as such agents and/or secretaries, and in the event of a company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the agents and/or secretaries, being signified by a Director or the secretary or the duly authorized attorney of such company signing for and on behalf of such company as agents and/or secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the agents and/or secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the agents and/or secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

135. *What Accounts to be kept.*—The agents and/or secretaries for the time being or, if there be no agents or secretaries, the Directors, shall cause true accounts to be

kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the office as the Directors think fit.

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

137. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company for a period since the preceding account and balance sheet or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

141. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions and to any arrangement that may be made by the Company to the contrary and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls and subject to the provisions of these presents as to reserve fund the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

142. *Declaration of Dividends.*—The Company in General Meeting may declare a dividend to be paid to the Shareholders according to their rights and interests in the profits and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall, subject to any arrangement made by the Directors to the contrary, only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted treating such dividends as earned rateably over the whole year. No dividend shall be payable out of the capital of the Company and the declaration of the Board as to the amount available for dividend shall be conclusive. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

143. *Payment of Dividend in Specie, &c.*—Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividend, which may subsequently be declared by the Directors, wholly or in

part in sterling by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

144. *Interim Dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

145. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same or fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem it not prudent to divide.

146. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company or for repairing or maintaining or extending the buildings and premises or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

147. *Capitalization of Reserve.*—The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company including premiums received on the issue of any shares or debentures of the Company or any sum arising from any operation creating an excess of assets on capital account, or (b) being undivided net profits in the hands of the Company, be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the Shareholders or amongst the members of any class of Shareholders in accordance with their rights and in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the shares and in such manner as the resolution may direct and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall in accordance with such resolution, apply such sum in paying up in full (or, with the consent of the Shareholders aforesaid, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders aforesaid, and appropriate such shares or debentures or other obligations and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst the Shareholders aforesaid in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued shares held by such Shareholders aforesaid or otherwise deal with such sum as directed by such

resolution. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any shares or debentures, debenture stock, or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

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

149. *No Shareholder to receive Dividend while Debt due to Company.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

150. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

151. *Dividends may be paid by Cheque or Warrant and sent through the Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

152. *Notice of Dividend; Forfeiture of unclaimed Dividend.*—Notice of all dividends to become payable shall be given to each Shareholder entitled thereto; and all dividends unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this Article any cheques or warrants which may be issued for dividends and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

154. *Joint-holders other than a Firm.*—Every dividend payable in respect of any share held by several persons jointly, other than a firm may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

155. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

156. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

157. *Appointment and Retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the next Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

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

159. *Remuneration of Auditors.*—The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

160. *Casual Vacancy in Number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

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

NOTICES.

163. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the agents and/or secretaries, or other persons appointed by the Board to do so.

164. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

165. *Service of Notices.*—A notice may be served by the Company upon any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and in the case of a Shareholder who shall have appointed an attorney or attorneys resident in Ceylon and shall have given notice of such appointment to the Company the notice shall also be served on such attorney or attorneys; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the agents and/or secretaries of the Company, their own or some other address.

166. *Notice to Joint-holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

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

ARBITRATION.

169. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code 1889 and/or The Arbitration Ordinance, 1866 or any then subsisting statutory modification thereof.

EVIDENCE.

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

and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

172. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

173. *Payments in Specie, and vesting in Trustees, Right of Contributory to Dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to section 234 of the Companies Act of 1929, in England, but for the purposes of an arbitration as in sub-section (6) of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and/or of the Civil Procedure Code, 1889, shall apply in place of the English and Scottish Acts referred to in the said sub-section (6) of section 234 of the aforesaid Companies Act, and the said section 234, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo this 15th day of July, 1930.

H. G. P. MADDOCKS.
J. A. CLUBB.
GEO. L. YULE.
JOHN SANDS.
G. MARTIN.
A. R. McFARLANE.
CHAS. A. B. DAVIDSON.

Witness to the above signatures:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

[Second Publication.]

The Hatbawe Rubber Company, Limited.

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, August 30, 1930, at 11.30 A.M.

Business.

1. To receive the report of the Directors, and the accounts for the twelve months ended June 30, 1930.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice has been given.

By order of the Directors,

WHITTALL & Co.,
Colombo, August 20, 1930. Agents and Secretaries.

The Mount Pleasant Tea Estates Company, Limited.

NOTICE is hereby given that the Nineteenth Annual General Meeting of the Shareholders will be held at the office of Messrs. Boustead Bros., Colombo, at 11.30 A.M. on Thursday, September 4, 1930.

Business.

1. To receive the report of the Directors and accounts for the year ended June 30, 1930.
2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other business that may be duly brought before the meeting.

(The Transfer Books of the Company will be closed from August 22 to September 4, 1930, both days inclusive.)

By order of the Directors,

BOUSTEAD BROS.,
Agents and Secretaries.

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-ninth Annual Ordinary General Meeting of the Shareholders of this Company will be held on Friday, September 5, 1930, at 11 A.M., at the registered office of the Company, 6, Prince street, Fort, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1930.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year, and transact any other business that may be duly brought before the meeting.

The Transfer Books of the Company will be closed from August 22 to September 5, 1930, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Colombo, August 19, 1930. Agents and Secretaries.

The Doomoo Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-fifth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, 6, Prince street, Fort, Colombo, on Friday, September 5, 1930, at 11.15 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1930.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact such other business as may be duly brought before the meeting.

The Transfer Books of the Company will be closed from August 29 to September 5, 1930, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Colombo, August 19, 1930. Agents and Secretaries.

The Ella Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-ninth Annual Ordinary General Meeting of the Shareholders of this Company will be held on Monday, September 8, 1930, at 11.30 A.M., at the registered office of the Company, 6, Prince street, Fort, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1930.
2. To elect a Director.
3. To appoint an Auditor for the current year.
4. To transact any other business that may be duly brought before the meeting.

The Transfer Books of the Company will be closed from August 25 to September 8, 1930, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Colombo, August 19, 1930. Agents and Secretaries.

Keenagaha Ella Estates, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Friday, September 12, 1930, at 10 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1930.
2. To elect a Director.
3. To appoint Auditors, and to transact any other competent business that may be duly brought before the meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Colombo, August 22, 1930. Agents and Secretaries.

The Gonawella (Ceylon) Tea Company, Limited.

NOTICE is hereby given that the Third Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Saturday, August 30, 1930, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1930.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other competent business.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Colombo, August 22, 1930. Agents and Secretaries.

Auction Sale of Jewelleries.

In the District Court of Colombo.

P. S. A. R. A. R. Arunasalam Chettyar of Sea street, Colombo Plaintiff
No. 34,235. Vs.

(1) S. Doresamy and his wife (2) V. Tillanayagam, both of 50, Grandpass Road, Colombo. Defendants.

UNDER commission issued to me by the District Court of Colombo, I shall sell by public auction on Friday, September 12, 1930, at 4.30 P.M., at 65, Sea street, Pettah, Colombo, the following articles of jewellery:

1. One pair earrings set with 18 brilliants.
2. One nose ring set with one emerald and two brilliants.
3. One gold chain.
4. One gold chain.
5. One pair bangles set with two imitation rubies.
6. One nose ring set with one small brilliant.
7. One pair bangles set with imitation rubies and white stones.

8. One pair plain gold bangles.
 9. One pair gold slave bangles.
 10. One nose ring set with diamond.
- Terms cash : Immediate payment and removal.

A. C. ABDUL HAMEED,
Licensed Local and Outstation Auctioneer,
&c., and including Colombo District Court.

Phones : 221 and 2786. Telegram : "Acah." Estd.
1907. 49 and 50, Hulsdorp street, Colombo.

Auction Sale under Mortgage Decree.

32 19/8/30
UNDER and by virtue of the decree entered in case No. 3,183, D. C. Negombo, in favour of Nawenna Choona Rawenna Maria Wairi Yeena Suppaih Pulle of Negombo, against Christine Fernando Seneviratna, Edmond Jacob Seneviratna, Lionel Edwin Seneviratna, Bernard Cyril Seneviratna, Cyril Leopold Seneviratna, Letitia Beatrice Seneviratna, all of Kadirana, and the order to sell reissued to me for the recovery of the sum of Rs. 1,725, being principal and interest due in respect of mortgage bond No. 211, dated January 14, 1928, attested by P. J. Loos, Notary Public, with further interest on Rs. 1,500 at 18 per cent. per annum from February 14, 1929, till date of decree, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, less a sum of Rs. 500 which has been already paid as part payment, and costs of this action, I shall sell by public auction on Saturday September 13, 1930, at the spot, at 3 P.M., the following property mortgaged and hypothecated as a primary mortgage, to wit :—

All those undivided 155/168 shares of the land comprised of the contiguous allotments of the low and high land called and known as Bakmeegahakumbura, in extent 10 bushels of paddy sowing ground, and the adjoining Kongahamulahena, in extent 4 labas of kurakkan sowing ground, situated at Veralugama in Katugampola korale of Katugampola hatpattu in the District of Kurubegala, North-Western Province.

For further particulars apply to Messrs. de Zoysa & Loos, Proctors of the Supreme Court and Notaries Public, Negombo, or to me —

Negombo, August 4, 1930.

K. H. PERERA,
Licensed Auctioneer.

Auction Sale.

17 19/8/30
UNDER instructions received from the District Court of Kalutara, in D. C. 15,775, I shall sell at the spot first among the co-owners, and on the calling to buy at the appraised value, then by public auction on Saturday, September 13, 1930, at 9.30 A.M., the land called Kohombagahawatta, situated at Kamulla; and bounded on the north by Patabenayawatta, east by Maggonayawatta, south by road portion of Kohombagahawatta claimed by M. Marthinu and M. W. P. Agida Silva and Siyambalagahawatta, west by Siyambalagahawatta claimed by the 2nd defendant and Siyambalagahawatta *alias* Timbiri-gahawatta; containing in extent 11.30 perches.

For further particulars please apply to Mr. P. A. Cooray, Proctor, Supreme Court, or to me—

Kalutara,
Tel. : 72.

LEO G. ABEYESINHE,
Auctioneer and Broker.

Auction Sale.

20 19/8/30
UNDER instructions received from the District Court of Kalutara, in D. C. 16,003, I shall sell by public auction on Saturday, September 6, 1930, at 9.30 A.M., at the spot the extra soil and all the plantations, together with the entire buildings standing thereon, of the land called Kovvewatta, bearing assessment No. G 66 and G 66A, situated at Moratuwa in Moratuwa, in Palle pattu of Salpiti korale, Western Province; and bounded on the north and east by the gardens presently belonging to the heirs of the late Mr. H. J. Peiris, south by the garden of Ponnahmedige Gabriel Dias, Abraham Dias, and Mututantiripatabandige Franciscu Cooray, west by the

garden belonging to the heirs of the late Mr. P. Simon Dias, Notary Public; and containing in extent 1 rood and 5 49/100 square perches.

For further particulars please apply to Messrs. de Abrew & Jayasundera, Proctors, Kalutara, or to me—

Kalutara,
Tel. : 72.

LEO G. ABEYESINHE,
Auctioneer and Broker.

Auction Sale.

19 19/8/30
UNDER instructions received from the District Court of Kalutara, in D. C. 15,810, I shall sell by public auction at the spot on Saturday, September 13, 1930, at 1 P.M., all that lot marked B 5 in plan No. 538 dated September, 1925, made by H. D. David, Licensed Surveyor, forming a subdivision of the combined subdivisional lot B of lot 34, and subdivisional lot C of combined lots 35 and 39 in registered plan No. 1, called Apothecariyawatta, situated at Dehigala, in Palle pattu of Salpiti korale in District of Colombo, Western Province; which said lot B 5 is bounded on the north by reservation for road twenty feet wide, east by lot B 6, south by lot 35, and west by reservation for road twenty feet wide; and containing in extent 1 rood.

For further particulars please apply to Messrs. de Abrew & Jayasundera, Proctors, Kalutara, or to me—

Kalutara,
Tel. : 72.

LEO G. ABEYESINHE,
Auctioneer and Broker.

Auction Sale.

13 19/8/30
UNDER mortgage decree in case No. 16,313, D. C. Kalutara, for the recovery of Rs. 4,580, and interest and costs, I shall sell by public auction at the spot on Saturday, September 13, 1930, at 3 P.M.

All that the soil, trees, plantations, and buildings standing on Maragahawatta, situated at Mahabellana in Panadure totamune, Kalutara District, in extent 3 acres and 36 perches.

Further particulars from H. Leo Perera, Esq., Proctor and Notary, Panadure, or—

Panadure

H. D. S. PERERA,
Auctioneer.

Auction Sale.

16 19/8/30
UNDER mortgage decree in D. C., Kandy, case No. 35,149, entered in favour of the plaintiffs, Mary M. Paramanathan and another, both of Kandy, against the defendants, Salma Umma and two others of New Moor street, Colombo, I shall sell by public auction at the spot at 2 P.M. on September 17, 1930.

All that divided land 56 feet in breadth and 56 feet in length, together with the upstairs house standing thereon bearing No. 75, being the land called Pathahagederawatta *alias* Nitulewatta, in extent about 1 acre, situate at Ambegamuwa road in Gampola.

For further particulars apply to H. A. C. Wickramaratne, Esq., Proctor, Kandy, or to—

A. R. WICKREMESEKERE,
No. 117, Trincomalee street, Kandy. Auctioneer.

Auction Sale.

24 19/8/30
UNDER mortgage decree in D. C., Kandy, case No. 39,125, entered in favour of the plaintiff, T. L. Letchimanen Chetty, by his attorney, P. R. Sinniya Chetty of Kandy, against the defendants, H. D. Martha Metlin and another, I shall sell by public auction at the spot at 12 noon on September 15, 1930.

1. The remaining northern 2 acres 3 roods and 5 perches in extent (excluding 1/2 acre towards the south) out of Pansielewatta, situate at Alawatugoda, in Udagampaha of Harispattu.

2. The eastern undivided 1/2 share in extent 2 pelas 3 1/2 lahas paddy sowing out of the eastern portion in extent about 1 amunam and 7 pelas paddy sowing out of the field Edandekumbura, situate at aforesaid.

3. An undivided $\frac{1}{4}$ share towards the north out of Ambalampitiyahena of about 7 lahas paddy sowing, situate as aforesaid, together with a like share of the plantations and the entire 2 buildings (along Matale road) bearing Nos. 7 and 8.

For further particulars apply to A. M. Vanderstraaten, Esq., Proctor, Kandy, or to—

A. R. WICKREMESEKERE,
No. 117, Trincomalee street, Kandy. Auctioneer.

Auction Sale.

In the District Court of Kandy.

M. D. Leonora Dias of Siri Medura, Panadura .. Plaintiff.
No. 38,919. Vs.

(1) M. Chinniah of Bellwood, Galaha, and another Defendants.

UNDER instructions received from the plaintiff and under authority from court, I shall sell by public auction at the first named estate hereunder on Saturday, September 13, 1930, at 2.30 P.M., the premises following, to wit:—

1. All that estate, plantation, and premises called and known as Eggadagalla estate of 18 acres, situated at Nehinuvela, Godamunna, and Nugaliadda in Gandahe korale of Lower Hewaheta, Kandy District, Central Province.

2. Undivided $\frac{1}{2}$ of Yakadagallahena of 2 pelas paddy sowing.

3. Undivided $\frac{1}{4}$ of Napanehena *alias* Yakadagallahena of 1 yelamunam paddy sowing.

4. Undivided $\frac{7}{40}$ of Yakadagallehena of 2 amunams paddy sowing.

5. The right, title, and interest in and to Yakadagallehena of 2 amunams paddy sowing.

6. Yakadagallehena of 1 amunam, presently 6 acres, and

7. Yakadagallahena of about 3 amunams, all situate at Godamunne aforesaid.

Together with all the buildings, bungalows, stores, machinery, including 1 roll breaker, 1 tea drier, and 28 h.p. Crossley oil engine, and all other machinery thereon.

For further particulars please apply to Messrs. Liesching & Lee, Proctors and Notaries, Kandy, or to me—

K. EDMUND PERERA,
255, Colombo street, Kandy. Auctioneer and Broker.

Auction Sale under Mortgage Decree, D. C. Galle, Case No. 27,675.

Obadage Deonis Silva of Meetiyaigoda Plaintiff.
Vs.

Hewawasari Patuwata Badaruge Nonahamy of Dodanduwa Defendant.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Friday, September 19, 1930, at 2.30 P.M. at the spot, the following property specially bound and executable for recovery of the sum of Rs. 636.46, with interest thereon at 9 per cent. per annum from January 29, 1930, till payment in full, and cost of this action:—

All that undivided $\frac{1}{4}$ part of the soil and soil share trees of lot No. 1668 of the land called Karanudumullekele, situated at Diviture in Galle District; and bounded on the north by lot I 65, J 65 in P. P. 1,628 and the land claimed by natives, east by land claimed by natives and lot No. 1674 appearing in T. P. 211,276, south by lot No. 1674 in T. P. 1,628 and land appearing in T. P. 211,326, and west by the lands appearing in T. Ps. 211,274 and 211,273, lot No. 1670 in P. P. 1,628 and the land claimed by natives; and containing in extent 16 acres and 32 perches.

For further particulars please apply to A. D. de Silva, Esq., Proctor, Supreme Court, and Notary Public, or to me—

K. T. THOS. SILVA,
Ambalangoda, August 19, 1930. Commissioner.

Auction Sale in D. C., Galle, No. 28,160.

G. D. S. Wijesekere, Registrar of Marriages of Kalahe Plaintiff.

W. P. A. Wickramasinghe of Aturaliya in Matara Defendant.

BY virtue of commission issued to me in the above case, I shall sell by public auction at the land Gimadukanatta *alias* Dikhena at Aturaliya at 3 P.M. on September 20, 1930, the following mortgaged premises:—

1. Half of Gimadukanatta *alias* Dikhena, with the tea plantation and buildings thereon, situated at Aturaliya; extent 22 acres and 23 perches.

2. All that land called Kandaliyehenekattiya, with everything thereon; extent 6 acres and 3 roods, at ditto.

3. All that land called Kajjagahenedeniya *alias* Berawagodamullehena and Berawagodamullewita, with the citronella and everything thereon, situated at Karagoda Uyangoda; extent 44 acres 3 roods and 38 perches.

J. A. JAYAWARDENE,
August 19, 1930. Licensed Auctioneer.

Auction Sale under Testamentary Jurisdiction, D. C., Jaffna, Case No. 6,983.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, September 13, 1930, at 3 P.M., at the spot:—

Schedule.

Land situated at Vaddukkoddai West called Unanai, in extent 143 amunams and $\frac{1}{4}$ kuries of paddy culture and $\frac{1}{4}$ share of the well and spontaneous and cultivated plantations; and bounded on the east by the property of Sabapathipillai's widow Nagamuttu and bye-lane, north by the properties of Vethamany, wife of Vethaparanam, and Gananamma, widow of Ariyanayagam, and lane, west by lane and the property of Theivanasipillai, wife of Muttiah, south by the property of Theivanasipillai, wife of Muttiah, and Sellamuttu, wife of Kandiah; the whole hereof.

J. A. SETHUPATHY,
Sethupathy Vasa, Jaffna. Auctioneer and Commissioner.

Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Jurisdiction. A. R. A. R. S. M. Somasundaram Chetty No. 5,408. of Devakottai in India, deceased.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned property on Saturday, September 6, 1930, commencing at 2 P.M., at the spot:—

A coconut estate situated at ditto called Kanagarayanaladykadu in extent 123 acres and 23 perches and ditto Kanagarayanaladykadu in extent 88 acres and 3 perches, total extent 211 acres and 26 perches; and bounded on the east by Crown land and by the property of Ilaiyavan Seganathan and shareholders, Pooaniyar Chinniah and shareholders, Sinnathamby Vallipuram Veluppillai Thambapillai and shareholders, by the heirs of the late Sinnathamby Moothathamby, Maniagar, north by the estate called Puthukkadu or Kottai Group estate, west by sand path, Crown land, by the property of Chinniah Vettivelu and shareholders, Naganathar Ponniah Achchikuddy, daughter of Thambu Kanthappar Kannaiya, and shareholders, railroad, by the property of Sivakamy, wife of Murugesu, and shareholders, Ponnar Suppiah and shareholders, Aiyampillai Ponnar and Akilesar Arumugam, Kumarar Veluppillai, and on the south by the Norvathan sand path, Nedunkulam, belonging to the Crown. The whole hereof.

V. A. DURAYAPPAN,
Jaffna, August 19, 1930. Commissioner.

In the District Court of Jaffna.

(1) Camarasebay Candiah and his wife (2) Pakkia-lakshmi, both of Chiviateru Plaintiffs.

Vs.

(1) Kanthar Kiramathy alias Kanthappan Kiramathy-pathay and his wife (2) S. S. Kiam, both of Chandirupay Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned mortgaged property for the recovery of the amount stated therein, pounceage, costs, &c., on Saturday, September 13, 1930, at 9 A.M. at the spot:—

All that coconut estate situated at Arialai in Chiviateru, in the Parish of Chundicully in the division and District of Jaffna of the Northern Province of the Island of Ceylon, called and known by the name of Sippiodai East Estate; containing in extent 88 acres and 10 perches, together with coconut, palmyras, and mango trees and other cultivated and spontaneous plants, wells, bungalow, and all the other appurtenances thereto belonging; and bounded or reputed to be bounded on the east by lane, tank, the property of Hindu Temple, and the property of the heirs of the late Achikuddy, wife of Mylar Muttiah, Thankamuttu, wife of Veluppillai Ponniah, and Sinnathamby Thamboo and lane, on the north by road, on the west by the coconut estate called Sippiodai West Estate belonging to Cassipillai Arulampalam, and on the south by Crown land abutting on the Jaffna lagoon.

Jaffna, August 20, 1930.

V. A. DURAYAPPAH,
Commissioner.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in D. C., Kegalla, case No. 9,661, and commission issued to me, I shall sell by public auction the following property specially bound and executable for the recovery of the sum of Rs. 1,686-00, with further legal interest till payment in full, on Saturday, September 6, 1930, commencing at 1.30 P.M. at the spot, to wit:—

All that field called Mahakumbura of three pelas paddy sowing extent, situated at Arandara in Kandupita pattu of Beligal korale, Kegalla District.

Kegalla, August 14, 1930.

D. S. WICKRAMASINGHE,
Licensed Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in D. C., Kegalla, case No. 9,404, and commission issued to me, I shall sell by public auction the following property specially bound and executable for the recovery of the sum of Rs. 1,712-24, with further legal interest till payment in full on Monday, September 15, 1930, commencing at 3 P.M. at the spot, to wit:—

1. All that land called Rithamburewatta of 2 pelas and 4 lahas paddy sowing extent (together with the plantations and the tiled house standing thereon).

2. An undivided 129/640 shares of the land called Kosgamagewatta of 2 pelas paddy sowing extent, both the lands are situated at Kekirigoda in Meda pattu of Galboda korale, Kegalla District.

Kegalla, August 14, 1930.

D. S. WICKRAMASINGHE,
Licensed Auctioneer.

SALE OF TOLL AND OTHER RENTS.

Sale of Ferry and Toll Rents, 1930-31.

NOTICE is hereby given that the Government Agent for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on Thursday, September 4, 1930, for the purchase of the under-mentioned toll rents of the Western Province, from October 1, 1930, to September 30, 1931.

Separate tenders should be made for the several rents as shown below.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the 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.

Further information can be obtained on application to the Government Agent.

Tolls on Trunk roads.

Toll on the Grandpass-San Sebastian Canal, at the Grandpass end of the bridge connecting Grandpass with Sedawatta.

Tolls other than those on the Trunk roads.

A.—Colombo District.

1. Tolls on the Hendala canal at Hendala and at Pamunugama. Tolls on the Hendala canal at a point on the western bank of the old Negombo canal at Pamunugama, 642 yards north of the canal called Joseph's canal.

2. Toll on the Kittanpahuwa canal; collecting places: Dematagoda lock and at Attidiya. Payment at one clears the other next day.

B.—Negombo District.

Toll on the Negombo canal at Pallansena bridge; Toll on the Negombo canal at the bridge of the entrance of the canal on the Custom house road. Payment at one clears the other.

C.—Kalutara District.

(a) Tolls on the old Kalutara canal at Kepu-ela Modera and at Galudera. Payment at one clears the other.

(b) Tolls on the new Kalutara canal at Hataramodera.

Government Agent's Office,
Colombo, August 20, 1930.

R. N. THAINE,
Government Agent.

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

Sale of Arrack Rents, 1930-31, Puttalam and Chilaw Districts.

IT is hereby notified for general information that the footnote marked § relating to the site of No. 19, Jetty street arrack tavern in Chilaw town, and appended to the notice of sale of arrack rents of Puttalam and Chilaw Districts for 1930-31, appearing on pages 2067 and 2068 of Government Gazette No. 7,797 of August 8, 1930, is cancelled.

2. The present site will be allowed. Prospective tenderers are requested to bear this in mind.

S. H. WADIA,
Assistant Government Agent.

The Kachcheri,
Puttalam, August 19, 1930.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Registration of a Building for Solemnization of Marriages.

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

| No. | Date of Registration. | Description. | Situation. | Minister, or Proprietor, or Trustee. | Religious Denomination on whose behalf the building is Registered. |
|-----|-----------------------|-----------------------------|---|---------------------------------------|--|
| 486 | August 9, 1930 | St. Theresa's School chapel | Udugama, Gangabedapattu, Galle District | Rev. Adolphe Closset, S.J., Minister. | Roman Catholic |

Registrar-General's Office,
Colombo, August 9, 1930.

G. FURSE ROBERTS,
Registrar-General.

Government Technical Schools.

THE under-mentioned students have satisfactorily attended the Motor Mechanism Course B and are entitled to Certificates having passed the examinations held on August 2 and 9, 1930:—

English Section.—W. D. M. Abeysekera, D. F. Gunasekera, I. S. Perera, S. G. Jayatilleka, W. B. O. Fernando, L. M. Abdul Rahman, P. K. G. Mutu Banda, V. K. Krishnan, S. A. Wijesundera.

Vernacular Section.—D. P. Perera, A. James Singho, S. A. William, H. Abeywickrema, T. Thomas Singho, D. S. Karunaratna.

F. E. KENNARD,
Principal.

Government Technical Schools,
Colombo, August 15, 1930.

Talawakelle Estate School No. 1.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Nanuoya division of Talawakelle Estate in the Dimbula District of the Central Province.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Kadien Lena Estate School No. 2.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Wraxall division of Kadien Lena Estate in the Kotmale District of the Central Province.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Anningkande Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Morawak korale district of the Southern Province.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Hayes Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Morawak korale district of the Southern Province.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Denipitiya Dharmika English Night School.

NOTICE is hereby given that the Denipitiya Dharmika English Night School, situated at Denipitiya in Matara District of the Southern Province, under the management of Mr. C. D. Jayawardene has been removed from the list of assisted schools with effect from August 1, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 15, 1930. Acting Director of Education.

Ch/Wennappuwa Holy Family Convent Girls' English School.

NOTICE is hereby given that an application has been received from Rev. Fr. G. Cazuguel for grant in aid of the above school, which is situated at Wennappuwa, Chilaw District of the North-Western Province.

Observations will be received not later than September 15, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 15, 1930. Acting Director of Education.

Newburgh Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Badulla District of the Province of Uva.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Poronuwuwa Estate School.

NOTICE is hereby given that the above school situated in the Ratnapura District of the Province of Sabaragamuwa, under the management of the Superintendent, has been registered as a grant-in-aid school, with effect from June, 1929.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Mutwagalla Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in the Ratnapura District of the Province of Sabaragamuwa.

Observations will be received not later than September 21, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 21, 1930. Acting Director of Education.

Kg/Ihala Talduwu Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. P. D. J. Appuhamy, for grant in aid of the above school, which is situated at Ihala Talduwu, Kegalla District of the Province of Sabaragamuwa.

Observations will be received not later than September 15, 1930.

Education Office, L. McD. ROBISON,
Colombo, August 15, 1930. Acting Director of Education.

Change of Management.

NOTICE is hereby given that Mr. H. L. de Mel has been appointed manager of the school mentioned below in place of Miss M. A. Bath, with effect from September 1, 1930:—

School referred to: Ku/Ambagammana Sinhalese Mixed School.

Education Office, L. McD. ROBISON,
Colombo, August 13, 1930. Acting Director of Education.

Change of Management.

NOTICE is hereby given that Miss M. V. Hutchins has been appointed manager of the school mentioned below, in place of Miss M. M. D. Willis, with effect from August 10, 1930:—

School referred to: J/Kopay Girls' Industrial School.

Education Office, L. McD. ROBISON,
Colombo, August 13, 1930. Acting Director of Education.

Change of Management.

NOTICE is hereby given that Swami Vipulananda has been appointed Manager of the schools mentioned below in place of Swami Avinasananda:—

Schools referred to: Bt/Karativu Tamil B., Bt/Karativu Tamil G., Bt/Murakkoddanchenai Tamil M., Bt/Mandur Tamil M., Bt/Kallady Uppodai Tamil M., Bt/Anaipanthi Tamil M., Bt/Araipattai Tamil M., Trincomalee Tamil B., J/Vannarponnai Vivekananda Tamil M., Trincomalee Hindu Boys' English School, J/Vannarponnai Vidyeswera Vidyalaya.

Education Office, L. McD. ROBISON,
Colombo, August 18, 1930. Acting Director of Education.

Lease of Lot 28, Cinnamon Gardens.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the lease of the allotment of land known as the Colombo Cinnamon Gardens, more fully described in the schedule hereto annexed, for a period of two years, commencing from September 15, 1930, subject to the covenants and conditions set out in the form of lease hereto annexed.

2. The tenders which must be in sealed envelopes superscribed "Tenders for the Lease of the Colombo Cinnamon Gardens," for the lot, will be received at the Colombo Kachcheri, until 2 P.M. on Monday, September 1, 1930, when they will be opened. All persons making the tenders will be required to be present, and in failure, their tenders will not be entertained.

3. The person whose tender is selected by the Government Agent for submission to His Excellency the Governor, will be required to deposit at once one-tenth of one year's purchase amount in cash, and should the tender be accepted by His Excellency to furnish approved security for half of the whole purchase amount, or a deposit in cash for one-fourth of the whole purchase amount, within fourteen days of the date of receipt by him of the notification of the Governor's acceptance of his offer. Possession will not be granted until sufficient security has been furnished.

4. He will also be required to deposit money to pay the fees of the Crown Counsel for examining the title deeds of properties tendered as security and the expenses of appraising properties and registering the securities.

5. All the deeds tendered as security must be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they refer are unencumbered. This certificate must be obtained at the cost of the party producing the title deeds.

6. Any further information can be obtained on application at the Colombo Kachcheri.

7. Government reserves to itself full power to reject all or any of the tenders which may be made in pursuance of this notice, and to accept any tender whether such tender be made by the highest bidder or not.

The Kachcheri, R. N. THAINÉ,
Colombo, August 13, 1930. Government Agent.

Schedule referred to.

| Lot. | Situation. | Extent. | Description. |
|------|------------------|-----------|--------------|
| | | A. R. P. | |
| 28 | Cinnamon Gardens | 0 3 24.34 | Grass |

An agreement entered into the _____ day of _____, between _____, Government Agent of the Western Province, for and on behalf of Our Sovereign Lord the King (hereinafter called the lessor, which expression shall include his successors in office, for the time being), of the one part, and _____ (hereinafter called the lessee, which expression shall include his heirs, executors, administrators, and assigns) of the other part, by which the parties hereto agree as follows:—

1. The lessor on behalf of the Crown agrees to let and demise and the lessee to take all that allotment of Crown land, situated at _____ in _____, particularized in the schedule hereto, and containing in the whole _____, together with all ways, waters, easements, and appurtenances thereto belonging or usually occupied or enjoyed therewith, for the term of _____ years from the _____ day of _____ for the gross sum of Rupees _____, of which one-tenth of one year's rent, to wit, Rupees _____, was paid by the lessee to the lessor on the _____ day of _____ last, the receipt of which the lessor doth hereby acknowledge, and the remaining nine-tenth (hereinafter called the rent) shall be paid by the lessee to the lessor by equal quarterly payments on the _____ day of _____, the _____ day of _____, the day of _____, and the _____ day of _____ in every year of the said terms, the first of such quarterly payments to be made on the _____ day of _____ next, and the last to be made in advance one calendar month before the expiration of the said term.

2. The lessee shall not during the term aforesaid sublet or lease any portion of the said plantation or premises, and shall not erect or construct any temporary or permanent buildings upon the said premises, or open any road through the premises, except with the previous consent in writing of the lessor. In the event of consent being given by the lessor to the lessee for the erection of any temporary buildings on the said premises, such buildings shall be according to a plan to be approved by the Municipal Council of Colombo.

3. The lessee shall cultivate, maintain, and keep up the said premises in a good and husbandlike manner; and shall, within one year from the commencement of the term thoroughly weed and clear the said premises, and shall thereafter, during the continuation of the said term, previously to the month of October, in every year, pull and root up all herbs and weeds growing upon the said premises, and once in every year shall cleanse the ditches, gutters, and water-courses; and in case of default thereof in the last year, the lessee shall permit the lessor and all persons authorized by him to enter and weed the said plantation and cleanse the said ditches, gutters, and water-courses; and shall repay the expenses thereof.

4. The lessee shall not plant any other trees, plants, or shrubs, save and except cinnamon bushes and grass, without the written consent of the lessor.

5. The Crown shall be at liberty during the term of the lease on giving one month's notice to the lessee to resume possession of the premises hereby demised or any portion thereof, and to sell or otherwise appropriate such premises or such portions thereof when required by Government, and a proportionate deduction shall be made from the instalments of rent subsequent to the appropriation of such land by the lessor, his agent or agents, such proportion to be estimated with reference to the gross acreage of the premises hereby demised, and without reference to the quality of the land appropriated by the lessor as aforesaid. The lessee shall on receipt of a month's notice, of such requirement from the lessor, his agent or agents surrender such portion or portions without compensation.

6. If any portion of the plantation and premises hereby demised to be adjudged during the continuance of the tenancy, to be private property and not to belong to the Crown, such adjudication shall in no way determine the tenancy but an abatement in the rent shall be made by the lessor on behalf of the Crown proportionate to the acreage declared to be private property.

7. The lessee shall not during his tenancy cut or peel any cinnamon sticks which shall not have come to maturity, nor shall he at any time destroy or injure any cinnamon bushes or trees or timber on the said plantation growing

nor shall he at any time commit any waste thereon. Provided, however, that nothing herein contained shall prevent the lessee from harvesting such cinnamon as is fit to be harvested in the usual course of husbandry.

8. The lessee shall permit the lessor or his agent or agents at all reasonable time during the tenancy to enter upon the said leased premises and plantation to view the state and condition thereof.

9. During the last year of the term it shall be lawful for the lessor to appoint one or more persons who shall superintend the cutting and peeling of cinnamon then growing upon the said plantation, and so soon as such superintendent or superintendents have been appointed, the lessee shall not cut or harvest any cinnamon, save with the approval and consent of one of such superintendents.

10. The lessee shall, from time to time during the said term, when and so often as need shall require, at his own cost well and substantially repair and maintain the boundary marks and hedges, mounds, banks, fences, drains, and ditches, which indicate the boundaries of the premises hereby demised.

11. The lessee shall be at liberty to manure the premises hereby demised or any portion thereof subject to Municipal regulations. Cattle are not allowed on the land.

12. The lessee shall at the expiration or sooner determination of the said term deliver up the said plantation and leased premises and all fixtures and additions thereto in such good and husbandlike conditions as aforesaid, and in all respects in such state and condition as shall be consistent with the due performance of the agreements and stipulations herein contained.

13. The lessee shall, for more perfectly securing to the Crown the due performance of the conditions above set forth, execute with one or more sureties, immediately after the execution of these presents, a bond of even date herewith in favour of Our Sovereign Lord the King for the sum of Rupees _____, and hypothecating to the Crown the properties therein mentioned.

14. If any other quarterly instalments of rent hereby secured shall be in arrear for more than thirty days, or if the lessee commit a breach of any of the foregoing covenants, it shall be lawful for the lessor for and on behalf of the Crown to re-enter upon the said plantation and leased premises without making any compensation to the lessee, and thereupon it shall be optional to the lessor on behalf of the Crown either to sell the remainder of the term at the risk of the lessee or to forthwith determine the tenancy of the said plantations and leased premises.

15. The lessee will pay all rates and taxes due on account of this land and be subject to Municipal regulations.

16. The lessee shall provide permanent latrine accommodation in accordance with Municipal requirements and regulations.

In witness whereof the said _____ and the said _____ have hereunto set their hands at _____ this _____ day of _____, in the year of Our Lord One thousand Nine hundred and _____.

Witnesses : _____

Sale of Produce, Experiment Station, Peradeniya.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction on Tuesday, September 2, 1930, at 9 A.M., on the spot :—

| | |
|------------------|------------------------|
| Coconuts | Rubber |
| Dry coffee | Cashew nuts |
| Cacao refuse | 2 Scind cows, believed |
| Pepper | in calf |
| Croton oil seeds | Firewood |

A deposit of Rs. 50 in case of coconuts, and Rs. 10 for other produce, will be required to be made with the Manager of the Experiment Station by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Payment must be made before delivery.

The produce will be delivered at the store of the Experiment Station, Peradeniya, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

W. YOUNGMAN,

Peradeniya, August 14, 1930. Director of Agriculture.

Sale of Standing Trees in Sabaragamuwa Division.

WRITTEN offers are invited for the purchase of 1,096 standing trees of various species described in the annexed schedule and enumerated in Madolwiti Mukalana, situated at Halpawila in the Pelmadulla Range of the Sabaragamuwa Division. The forest is situated 2 miles away from Pelmadulla-Rakwana Public Works Department road, and the distance to Kahawatta Railway Station along the road is 2 miles.

2. Offers may be made for all the trees in one lump, or may be made for any one or more trees individually and should be written both in words and figures. The highest offer will be accepted subject to the approval of the Conservator of Forests, Kandy.

3. All offers should be in duplicate and sealed under one cover and should be addressed to the Divisional Forest Officer, Sabaragamuwa Division, Ratnapura.

4. Offers should be marked "Offers for the Purchase of Standing Trees, Sabaragamuwa Division," in the left hand top corner of the envelope, and should reach the Office of the Divisional Forest Officer, Ratnapura, not later than midday on Friday, September 12, 1930.

5. The offers are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Ratnapura. No offer will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the offer may be treated as informal and rejected.

6. Tenders for the whole lot of trees should accompany a remittance of Rs. 50 by Money Order or Cheque and tenders for one or more trees individually should accompany a remittance by Money Order or Cheque amounting to not less than 25 per cent. of the offers. The successful tenderer or tenderers will be given credit for the amount in the final payment for the trees. If a tenderer whose offer for the whole lot of trees has been accepted, refuses to enter into an agreement as required herein or fails to make payment either in full or in part before the execution of the agreement, or in the case of successful tenderers for individual trees fail to complete purchase, the remittances above referred to shall be forfeited and the names of such defaulters included in the list of persons to whom permits should be refused.

7. Tenderers should satisfy themselves by inspection before offering as to the specification of the trees, as the correctness of the figures given herein is in no way guaranteed. No complaints on this account will be entertained. The enumerated trees will be pointed out by the Range Forest Officer, Kahawatta.

8. In the event of a lump sum offer for the whole lot of the trees being accepted the successful tenderer will be required to execute an agreement, but before doing so, he shall pay either the full purchase amount or, if desirous of paying by instalments, he will be allowed to pay in two equal instalments, the first instalment to be paid within 10 days of intimation of acceptance of tender and the second within a month of the first payment. He shall also deposit as security for efficient and punctual fulfilment of the agreement 5 per cent. of the full purchase amount tendered by him. If payment is made by instalments, the tenderer shall be entitled on payment of each instalment to cut and remove one-half of the total number of trees in respect of which the agreement is concluded.

In the case of offers accepted for one or more trees the successful tenderer will be required to pay the full purchase amount within a week of intimation of acceptance of tender. In such cases felling and removal of trees will be allowed on permit.

9. The purchaser of the whole lot shall fell and remove the trees within 2 months of the date of signing the agreement and any timber not removed within this period will revert to Crown. In the case of purchasers of one or more trees individually reasonable time will be allowed for felling and removal.

10. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all offers and of accepting any offer.

11. The list of trees can be seen in the Divisional Forest Office, Ratnapura, on any working day between the hours 9 A.M. and 4 P.M.

12. The agreement will be drawn up on the usual printed form F. D. 88, modified if necessary. A specimen of this form can be seen at the Divisional Forest Office, Ratnapura.

| SCHEDULE. | | |
|---------------|-------|---------------------------------------|
| Species. | No. | Approximate Cubic Contents. C. ft. |
| Panudan | 135 | 3,710 |
| Pelenga | 129 | 3,936 |
| Dun | 117 | 3,895 |
| Milla | 85 | 1,109 |
| Hora | 72 | 5,575 |
| Del | 53 | 1,156 |
| Hedawaka | 48 | 998 |
| Malaboda | 38 | 1,196 |
| Etamba | 31 | 894 |
| Kekuna | 25 | 549 |
| Tiniya | 16 | 622 |
| Arida | 14 | 267 |
| Other Species | 333 | 9,212 |
| | 1,096 | |

N.B.—Any further information may be obtained at the Divisional Forest Office, Ratnapura.

W. E. WAIT,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, August 18, 1930.

Auction Sale of Timber at the Jaffna Depot.

THE under-mentioned timber at the Jaffna Depot will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on Tuesday, September 9, 1930, at 9.30 A.M. :—

Lot 1: 100 Palu logs.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna.

3. Further particulars can be obtained from the Divisional Forest Officer, Jaffna.

Conditions.
(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot or Re. 1 per log will be recognized.

(b) The highest bid will be accepted, subject to the approved price fixed by the Conservator of Forests. The highest bidder, on being declared the purchaser, shall sign his name in the register of sale in admission of such purchase and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids. The balance should be paid within 20 days of the date of sale, when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depot within 20 days of date of sale, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log or per lot of timber per week or part of a week is liable to be made for any logs not removed within 20 days of sale. Logs not removed from the depot within one month is liable to be forfeited to the Crown.

(f) Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid, and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will again be put up for auction; and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

W. E. WAIT,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, August 19, 1930.

Sale of Timber.

WRITTEN offers are invited for the purchase of timber, firewood, &c., described in the annexed schedule.

2. Offer should be made subject to the following conditions by letter, preferably under sealed and registered cover, addressed to the Divisional Forest Officers concerned and posted or handed over personally not later than midday on Monday, September 15, 1930, the envelope being marked on the left hand top corner "Offer for Purchase of Timber, &c.," and signed by tenderer.

3. Lump sums offers should be made for each item in the schedule and be written both in words and figures. Offers may be made for more than one item in the same letter, but should be quoted for each item separately.

4. In the case of offers which in the aggregate exceed Rs. 20, tenderers may remit Rs. 5 either with their offers or within two days of their offers to the Divisional Forest Officer of the Division concerned. This sum will be returned if their offers are rejected. The purchaser will be given credit for the amount in the final payment for the timber. Where the *bona fides* of any tenderer are in the opinion of the Divisional Forest Officer or the Conservator of Forests doubtful, his tender may not be entertained unless the required money deposit is made, if and when demanded by the Divisional Forest Officer.

5. The species, measurements, cubic contents, &c., of the material appearing in the schedule are to be regarded as only approximate, and intending tenderers are presumed to have inspected the timber before they make their offers and they should bring to the notice of the Divisional Forest Officer any serious discrepancies which they may notice. They should also satisfy themselves by personal inspection as to the condition of the timber they offer for.

6. Any tenderer whose offer is accepted shall, within three days of notification of acceptance of his offer, pay the full purchase amount in the case of offers aggregating to Rs. 20 and as follows in the case of offers exceeding Rs. 25 in the aggregate :—

Over Rs. 20 up to Rs. 100, 50 per cent.; and over Rs. 100, 25 per cent.; the balance being paid within a fortnight of the previous payment. In the event of failure to complete the purchase, all amounts previously paid shall be forfeited and the timber, &c., revert to the Crown, and be liable for resale at the risk of the original purchaser.

Should any successful tenderer decline or fail to pay any sum or sums as above stipulated for, he shall further be pecuniarily liable for any resultant loss to Government.

The Conservator of Forests reserves however the discretionary power to enforce, modify, or waive any of the provisions in this clause to such extent as he may consider the circumstances justify.

7. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all offers and of accepting any offer.

8. All materials shall be removed by purchaser within one month of completion of purchase when a permit for removal will be issued. Extension of time will not be granted except under exceptional circumstances.

9. All materials purchased shall be at the risk of the purchaser until its removal by him on a permit.

10. The buyer, his agent, or his representative shall be liable for punishment under the Forest Ordinance for commission of any Forest Offence in the course of completing the transaction.

11. Any purchaser violating the conditions of purchase shall be liable to a fine not exceeding 25 per cent. of purchase amount, and to be included in the list of persons to whom no permit will be issued.

SCHEDULE.

Western Division.

Kalutara Range.

| | No. | C. Ft. | |
|--------------------------------------|----------------|-------------|---|
| 1. (a) Del .. | 3 | 47 | Mellamukalana in Liniyawa, 1 mile to Horawela-Meegahatenna road to Alutgama Railway Station, 20 miles. (Very old.) |
| (b) Liyan .. | 2 | 29 | |
| 2. Firewood .. | 5½ | cubic yards | Etambagodella in Liniyawa, 1 mile to Horawela-Meegahatenna road to Alutgama Railway Station, 20 miles. (Very old.) |
| 3. Milla .. | 5 | 16 | Halwalakele in Dodanpapitiya, 3 miles to Horawela-Meegahatenna road to Alutgama Railway Station, 22 miles. (Very old.) |
| 4. (a) Milla .. | 3 | 5 | Nahandalagodella in Bahale, 3 miles to Atura-Horana road to Panadure Railway Station, 24 miles. (Very old.) |
| (b) Godapora .. | 1 | 2 | |
| (c) Diyapora .. | 1 | 3 | |
| (d) Beams .. | 17 | — | |
| 5. Milla .. | 1 | 5 | Getagahahena in Nehinna, 3 miles to Matugama-Kalutara road to Kalutara South Railway Station, 11 miles. (Very old.) |
| 6. (a) Yahura .. | 1 | 19 | Heenelagodella in Ihalawelgama, 3 miles to Atura-Kalawellawa road to Kalutara South Railway Station, 27 miles. (Very old.) |
| (b) Diyapora .. | 4 | 26 | |
| (c) Godapora .. | 2 | 28 | |
| (d) Welipenna .. | 1 | 16 | |
| (e) Molpedda .. | 2 | 31 | |
| 7. Alubo .. | 8 | 105 | Tennapitakele and Madawalaelekande in Delmulla, 3 miles to Horana-Kalawellawa road to Panadure Railway Station, 25 miles. (Very old.) |
| 8. Kina .. | 4 | 48 | Goraha-aturamukalana in Bulatsinghala ½ mile to Horana-Kalawellawa road to Panadure Railway Station, 26 miles. (Very old.) |
| 9. (a) Milla .. | 6 | 16 | Talankandemukalana in Bulatsinghala, 3 miles to Atura-Kalawellawa road to Kalutara South Railway Station, 28 miles. (Very old.) |
| (b) Milla posts .. | 3 | — | |
| 10. Milla .. | 5 | 11 | Polgahakande in Bulatsinghala, 3 miles to Atura-Kalawella road to Kalutara South Railway Station, 28 miles. (Very old.) |
| 11. Milla .. | 1 | 7 | Tumbaketekande in Bulatsinghala, 3 miles to Atura-Kalawellawa road to Kalutara South Railway Station, 28 miles. (Very old.) |
| 12. (a) Hal .. | 12 | 37 | Halpanhatiya, Waturana in Diwalakada, 3 miles to Atura-Kalawellawa road to Panadure Railway Station, 25 miles. (Very old.) |
| (b) Milla .. | 20 | 51 | |
| 13. 1 Del beams | 9' × 2" × 4" | 6 | Girikola, ½ mile to Kalutara-Kalawellawa road to Kalutara South Railway Station, 19 miles. (Old.) |
| Do. | 16½' × 3" × 5" | 3 | |
| Do. | 12' × 3" × 5" | 2 | |
| Do. | 9' × 3" × 5" | 1 | |
| Do. | 16½' × 2" × 4" | 6 | |
| 14. (a) Alubo .. | 1 | 29 | Timber Checking Station in Diyakaduwa, 1 mile to Kalutara-Kalawellawa road to Kalutara South Railway Station, 26 miles. (Very old.) |
| (b) Liyan .. | 1 | 41 | |
| (c) Mendora .. | 2 | 30 | |
| (d) Pepaliya .. | 2 | 30 | |
| 15. (a) Batadomba .. | 1 | 23 | Galahitiamukalana in Pelanda, 1 mile to Karauwa-Galahitiya road to Kalutara South Railway Station, 29 miles. (Very old.) |
| (b) Alubo .. | 2 | 41 | |
| (c) Diyapora .. | 3 | 62 | |
| (d) Liyan .. | 1 | 20 | |
| 16. (a) Milla posts .. | 1 | — | Yagiralamukalana in Yagirala, 4 miles to Magurumasula-Mahalandawa road to Alutgama Railway Station, 15 miles. (Old.) |
| (b) Poles, class I. ³ .. | 6 | — | |
| (c) Poles, class IV. ² .. | 40 | — | |
| 17. (a) Milla .. | 3 | 18 | Kahambiliyakanda in Uragoda, 3 miles to Horawela-Alutgama road to Alutgama Railway Station, 10 miles. (Very old.) |
| (b) Hampalanda .. | 3 | 77 | |
| (c) Diyapora .. | 3 | 30 | |
| (d) Epedda .. | 4 | 96 | |
| (e) Iriya .. | 4 | 106 | |
| (f) Malaboda .. | 5 | 131 | |
| (g) Pepaliya .. | 1 | 11 | |
| 18. Bomi .. | 5 | 237 | Peelidolamukalana in Hedigalla, 2 miles to Atura-Lathpandura-Badureliya road to Kalutara South Railway Station, 26 miles |
| 19. Hedawaka .. | 1 | 10 | Panwilahena in Bulatsinghala, 2 miles to Atura-Kalawellawa road to Kalutara South Railway Station, 27 miles |
| 20. (a) Bomi .. | 5 | 225 | Danduakulamukalana in Hedigalla, 2 miles to Lathpandura-Badureliya road to Kalutara South Railway Station, 26 miles |
| (b) Kokun .. | 1 | 45 | |
| 21. Milla .. | 2 | 9 | Diyakitulekele in Horawela, 1 mile to Horana-Alutgama road, 10 miles to Alutgama Railway Station |
| 22. Poles, class IV. ² .. | 500 | (15' × 4") | Checking Station in Galpotha, 50 yards to Galpotha-Waskaduwa road to Kalutara South Railway Station, 5 miles. |
| <i>Waga Range.</i> | | | |
| 1. Milla .. | 1 | 2 | At Miriyagalkanda, 2 miles by Forest road and 5 miles by Public Works Department road to Padukka Railway Station. (Utilizable.) |
| 2. Milla posts .. | 2 | 2 | At Pinnawala ½ a mile by jungle road and 2½ miles by Gansabhawa road to Pinnawala siding. (Sound and utilizable.) |

| | No. | C. Ft. | |
|----------------------------|-----|--------|--|
| 3. (a) Mahin scantlings | 4 | 2 | At Madakada, 4 miles by jungle road and 7 miles by Public Works Department road to Padukka Railway Station. Sound and utilizable.) |
| (b) Alubo scantlings | 28 | 14 | |
| 4. Welanga | 2 | 15 | At Nambapana-ela, 1 mile by jungle road and 12 miles by Public Works Department road to Padukka Railway Station. (Unutilizable.) |
| 5. (a) Hora | 5 | 59 | At Pinnawala, 3 miles by Waga Railway Station along the Railway line. (Utilizable.) |
| (b) Kahata | 2 | 30 | |
| <i>Henaratgoda Range.</i> | | | |
| 1. Suriyamara logs | 4 | 28 | Lying in the Mirigama Railway Station yard. (End pieces.) |
| 2. Suriyamara logs | 2 | 26 | Lying in the Kandy Prison yard. (Rejections) |
| 3. Netaw logs | 2 | 66 | In Bathgangodakanda Crown forest at Bathgangoda, 1 mile to Ambepussa-Kandalama Public Works Department road and 4½ miles to Mirigama Railway Station. (Timber fit for firewood.) |
| 4. Jak log with 2 branches | 3 | 105 | In Wilikulakanda Crown forest at Ambepussa, 2 miles to Ambepussa Railway Station along footpaths. (Fit for sawing.) |
| 5. Netaw log | 1 | 53 | Lying in the custody of Police Vidane, Matalana, 1 mile to Ruwanwella-Veyangoda Public Works Department road and 4½ miles to Veyangoda Railway Station. (Fit for firewood.) |
| 6. Hedawaka log | 1 | 25 | Lying in the custody of Police Vidane, Matalana, 1 mile to Ruwanwella-Veyangoda Public Works Department road and 4½ miles to Veyangoda Railway Station. (Fit for firewood.) |

Southern Division (East).*Matara Range.*

| | | | |
|-------------|----------------------|----|--|
| 1. Bede del | 1 of 15'7" × 4' 6" | 20 | In Caddamulla other Crown forests at Sivalagama 2 miles from the Kamburupitiya-Kadduwa road, 14 miles from Matara Railway Station. (Dead.) |
| 2. Do. | 1 of 14' 8" × 3' 10" | 11 | |

Hambantota Range.

| | | | |
|------------------------|---|----|--|
| 1. Halmilla planks | 4 | 6½ | At Ellegala forest, 3 miles to Tanamalarte-Weerawila road and 65 miles from Matara Railway Station. (Rejected, but serviceable.) |
| 2. Satin logs | 1 | 21 | At Bellegaswewa, 8 miles to Ambalantota and 41 miles from Matara Railway Station. (Sound, illicitly felled.) |
| 3. Satin branch | 3 | 32 | At Lunugauwihira, 66 miles to Matara Railway Station. (Old, partly unsound.) |
| 4. Halmilla end pieces | 4 | 33 | At Ellegala forest, 3 miles to Tanamalarte-Weerawila road and 65 miles from Matara Railway Station. (Top pieces of trees felled for bridge planks, serviceable.) |

Deviyaya Range.

| | | | |
|------------|--------------|----|---|
| 1. Jak log | 1 of 8' × 6' | 18 | 1 mile from the 22nd milepost on Kamburupitiya-Mulahana road and 2½ miles from Matara Railway Station. (Sound.) |
|------------|--------------|----|---|

Uva Division.*Haputale Range.*

| | | | |
|------------------------|---|-------|--|
| 1. Satin bridge planks | 6 | 13.33 | Haputale Station. Depôt. (Partly unsound.) |
| 2. Milla bridge planks | 3 | 6.67 | |
| 3. Palu bridge planks | 1 | 2.66 | |

Koslanda Range.

| | | | |
|----------------------------------|----|----|---|
| 4. Na telegraph posts | 10 | 60 | Buttala, 2 miles to Wellawaya-Moneragala road, and 36 miles to Haputale Railway Station. (Partly unsound.) |
| 5. Satin telegraph posts (round) | 5 | 20 | |
| 6. Milla telegraph posts (round) | 5 | 20 | |
| 7. Ranai telegraph posts (round) | 5 | 20 | |
| 8. Satin log 12'0 × 4'9" | 1 | 16 | Forest near 5th milepost, Wellawaya-Moneragala road, 2 miles to the road and about 32 miles to Haputale Railway Station. (Sound.) |
| 9. Satin beams | 20 | 37 | Pelwatte Arachchi's place, about 32 miles to Haputale Railway Station. (Sound.) |
| 10. Satin rafters | 33 | 21 | |

Lunugala Range.

| | | | |
|--------------------------------------|---|-----|--|
| 11. Satin top pieces and branch wood | 5 | 106 | Forest near 5th milepost, Bibile-Uraniya road, 1 mile to the road and 41 miles to the Badulla Railway Station. (Partly unsound.) |
| 12. Satin pieces | 7 | 113 | |

North-Western Division.*Dandagamuwawa Range.*

| | | | |
|-----------------|---|-----|---|
| 1. Milla posts | 7 | 35 | Lying at Dikkele reserve, 1½ miles to Giriulla-Dankatuwa main road and 16 miles to Negombo Railway Station. (Good.) |
| 2. Del trees | 3 | 263 | Standing in No. 8 strip Kankaniyamulla, ¼ mile to Pannala-Dandagamuwawa road and 17 miles to Madampe Railway Station. (One tree unsound.) |
| 3. (a) Milla | 2 | 24 | Lying in Kankaniyamulla proposed reserve, 6 miles by Gansabhawa cart road to Pannala-Dandagamuwawa road and 16 miles to Bolawatta Railway Station. (Sound.) |
| (b) Hora | 1 | 90 | |
| (c) Jak | 1 | 8 | |
| (d) Daulkurundu | 2 | 32 | |
| (e) Badulla | 2 | 30 | |
| 4. Del | 1 | 34 | Lying fallen in Barigoda reserve, ½ mile to Narammala-Dandagamuwawa road and 20 miles to Madampe Railway Station. (Good.) |

| | No. | C. Ft. | |
|----------------------------------|-----|-----------------|---|
| 5. Milla .. | 3 | 6 | Police Court premises, Dandagamuwa, on Madampe-Dandagamuwa road, 14 miles to Madampe Railway Station. |
| 6. Milla .. | 4 | 18 | Halpanmadithakele at Pugolla, $\frac{1}{2}$ mile from Dandagamuwa-Naranmala road, 17 miles to Madampe Railway Station. |
| 7. Huri tree .. | 1 | 32 | Kirimetiya mukalana, 4 miles to Dandagamuwa-Pannala road, 16 miles to Bolawatta Railway Station. (Sound.) |
| <i>Puttalam Range.</i> | | | |
| 1. Rani .. | 6 | 30 | } Along the newly opened Tabbowa Agricultural road, 1 to 3 miles to Tabbowa Irrigation road, 11-13 miles to Puttalam Railway Station. |
| 2. Milla .. | 1 | 9 | |
| 3. Palu .. | 1 | 6 | |
| 4. Halmilla plank .. | 1 | 3 $\frac{1}{2}$ | At Puttalam Depôt, $\frac{1}{4}$ mile to Puttalam Railway Station. |
| 5. Na pile .. | 1 | 28 | At Madurankuly Railway Station, |
| <i>Nikaweratiya Range.</i> | | | |
| 1. Satin log .. | 1 | 54 | Palugollamukalana, 13 miles to Anuradhapura-Kurunegala road, 14 miles to Ambanpola Railway Station. (Sound.) |
| <i>Wanni Range.</i> | | | |
| 1. Halmilla .. | 1 | 6 | } Lying in Neerawiyamukalana, about 1 mile from Kurunegala-Dambulla cart road and 16 miles to Kurunegala Railway Station. (Fairly sound.) |
| 2. Walsapu .. | 2 | 118 | |
| 3. Kenda .. | 1 | 5 | |
| Sabaragamuwa Division. | | | |
| <i>Pelmadulla Range.</i> | | | |
| 1. Bundles of firewood .. | 335 | — | Lying by the side of Ratnapura-Pelmadulla Public Works Department road in the custody of the Arachchi of Batugedera, and about $\frac{1}{4}$ mile to Tiruwanaketiya Railway Station. (In good condition.) |
| 2. Lunumidella logs .. | 2 | 64 | Lying at Udawela by the side of Pelmadulla-Balangoda Public Works Department road about 2 miles to Opanake Railway Station. (In good condition) |
| 3. Gurukina log .. | 1 | 22 | Lying in Dampitiya mukalana at Ratmalawinna, 1 $\frac{1}{2}$ miles to Pelmadulla-Haputale Public Works Department road and 11 miles to Opanake Railway Station (In good condition.) |
| 4. Hulanhik planks .. | 3 | 2 $\frac{1}{2}$ | Lying in the house of Niriellage Davitha of Kadadorakand village about 1 $\frac{1}{2}$ miles to Ratnapura-Pelmadulla road and 6 miles to Kahawatta Railway Station (Sound timber.) |
| <i>Rakwana Range.</i> | | | |
| 1. Wal-del log .. | 1 | 56 | Lying at Etagahamulamandiya Atura at Yainna about 2 miles from Madampe-Pelmadulla cart road and 3 miles to Kahawatta Railway Station. (Very old log.) |
| <i>Kegalla Range.</i> | | | |
| 1. (a) Milla logs .. | 30 | 194 | } At Olagankande about $\frac{3}{4}$ mile from Kegalla Kachcheri and 9 miles from Rambukkana or Polgahawela Railway Station. (Partly decayed and unsound.) |
| (b) Dawata logs .. | 2 | 49 | |
| (c) Del logs .. | 2 | 29 | |
| <i>Ratnapura Range.</i> | | | |
| 1. Milla posts .. | 10 | 20 | Lying in Heenatedeniya forest by the side of the Puwakpitiya-Marambekande estate road and 4 miles from Puwakpitiya Railway Station. (Sound timber.) |
| 2. Jak log .. | 1 | 14 | Lying in Namaldeniya reserve about $\frac{1}{2}$ mile to Ratnapura-Colombo Public Works Department road and about 2 $\frac{1}{2}$ miles to Parakaduwa Railway Station. (Not well seasoned, tender log.) |
| Eastern Division (North). | | | |
| <i>Muthur Range.</i> | | | |
| 1. (a) Satin top pieces .. | 7 | 141 | In Tirucholai, Adiammankerni forests. (Sound pieces.) |
| (b) Satin top pieces .. | 1 | 10 | In Muthur Range, 20 miles to Muthur. (Hollowed.) |
| (c) Satin log .. | 1 | 22 | Out bay depôt. (Hollowed log.) |
| <i>Kumburupiddy Range.</i> | | | |
| 2. (a) Satin logs .. | 6 | 85 | } In Mangaiuttu forest, 10 miles to Tamblegam Railway Station. (Rejections.) |
| (b) Ranai logs .. | 12 | 230 | |
| (c) Palu logs .. | 17 | 275 | |
| (d) Milla logs .. | 1 | 10 | |
| (e) Hulanhik logs .. | 1 | 23 | |
| 3. (a) Hulanhik log .. | 1 | 29 | In Trincomalee Depôt, 1 mile to Trincomalee Railway Station. (Unsound.) |
| 4. (a) Palu logs .. | 3 | 60 | } In Panklam Inspection Depôt, 15 miles to Trincomalee Railway Station. (Unsound.) |
| (b) Ranai logs .. | 3 | 54 | |
| North-Central Division. | | | |
| <i>Nuwaragam Range.</i> | | | |
| 1. Ebony logs .. | 6 | 32 | } Lying by the side of the Public Works Department road to Galikulam, about 9 miles to Anuradhapura Railway Station. |
| 2. Godakirala logs .. | 4 | 38 | |
| <i>Northern Division.</i> | | | |
| 1. Margosa logs .. | 3 | 25 | In Keppapillai forest, 2 miles by forest tract and 5 miles to Mullaittivu-Mankulam road. 3 miles to Mullaittivu Port or 27 miles to Mankulam Railway Station. Rejections from fellings for supply to Government Departments |

| | No. | C. Ft. | |
|-----------------|-----|--------|--|
| 2. Palu logs .. | 131 | 2,690 | In blocks 11, 12, 13, 14, and 15 of Vannivilankulam released area, 1½ miles by forest tract to Mankulam-Tunukai District Road Committee road and 5 miles to Mankulam Railway Station. (Rejections on account of short lengths, hollowness, and other defects.) |

N.B.—Any lots in respect of which informal offers have since been entertained and accepted will be withdrawn from sale.

Office of the Conservator of Forests,
Kandy, August 19, 1930.

W. E. WAIT,
Acting Conservator of Forests.

RINDERPEST.

WHEREAS rinderpest has broken out at Ullalopola in Pahalawisideke korale and at Bakmiwewa in Gantihe korale in Wannu hatpattu of the District of Kurunegala, North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, that the under-mentioned areas are infected, viz. :—

(i.) *Pahalawisideke korale aforesaid.*—The area is bounded on the north by Gantihe korale and Mi-oya, south by Katuwanna korale, east by Nikawagampaha and Divigandahaye korales, west by Gantihe and Katuwanna korales.

(ii.) *Gantihe korale aforesaid.*—The area is bounded on the north by Mi-oya, south by Magul Otota korale, east by Pahalawisideke and Katuwanna korales, west by Magul East and Magul Otota korales.

This declaration shall take effect from the date hereof. The notice published in the *Gazette* of August 15, 1930, declaring the above areas protective zones is hereby revoked as from this date.

S. D. SAMARASINHE,
for Government Agent.
The Kachcheri,
Kurunegala, August 15, 1930.

FOOT-AND-MOUTH DISEASE.

NOTICE is hereby given that the area declared infected at Eraula in the District of Matale of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, and proclaimed in the *Government Gazette* No. 7,781 of May 30, 1930, is free from foot-and-mouth disease, and is no longer an infected area. This declaration is to take effect from this date.

S. D. CUMARASWAMY,
for Assistant Government Agent.
The Kachcheri,
Matale, August 14, 1930.

HOOF-AND-MOUTH DISEASE.

WHEREAS hoof-and-mouth disease has broken out at Okandapola in Ratmalagoda palata in Udapola Otota korale west in Dambadeni hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the culvert called Galpalambokkuwa and Kahatagahakumbure-ela, south by Muttetuwe-ela at Okandapola and the culvert called Nadawariyebokkuwa, east by Mala-ela and inniyara of Ambagahakotuwa, west by row of trees at Imbulgoda. This declaration shall take effect from the date hereof.

T. W. MARALANDE,
Chief Headman.
August 13, 1930.

NOTICE is hereby given that the area declared infected at Gabbela in Walgam pattu of Kinigoda korale in the District of Kegalla, Province of Sabaragamuwa, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated August 8, 1930, is free from foot-and-mouth disease, and is no longer an infected area. This declaration is to take effect from this date.

H. DIAS DESINGHE,
for Assistant Government Agent.
The Kachcheri,
Kegalla, August 18, 1930.

NOTICE is hereby given that the area declared infected at Hiriwadumna and Randeniya in Deyaladahamuna pattu of Kinigoda korale in the District of Kegalla of the Province of Sabaragamuwa, 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 2, 1930, is free from hoof-and-mouth disease, and is no longer an infected area. This declaration is to take effect from this date.

H. DIAS DESINGHE,
The Kachcheri, for Assistant Government Agent.
Kegalla, August 19, 1930.

RABIES.

WHEREAS there is danger of rabies extending to the North-Central Province: It is hereby notified, under section 10A (1) of Ordinance No. 7 of 1893, as amended by Ordinance No. 6 of 1929, that any dog found in any public place or road, or any place other than a private building, compound, or garden, and not being tied up or led shall be liable to be destroyed forthwith.

R. M. M. WORSLEY,
Government Agent.
The Kachcheri,
Anuradhapura, August 14, 1930.

NOTICE is hereby given that as rabies exists in the Ratnapura District, the said district is hereby proclaimed from this day under Ordinance No. 6 of 1929.

2. Any dog found in any public place or road or any place other than a private building, compound, or garden within the said district, and not being tied up or led shall be liable to be destroyed forthwith.

C. L. WICKREMESINGHE,
Acting Government Agent.
The Kachcheri,
Ratnapura, August 15, 1930.

Loss of Firearms.

BATTICALOA DISTRICT.

Number of licence: A 35/K 30.
Name of licensee: P. M. Abdul Hamid of Division No. 2, Maruthamunai.

Description of gun: Single-barrelled muzzle-loading gun bearing No. 5861 on the stock.

Remarks: Gun is reported to have been lost.

The Kachcheri,
Batticaloa, August 14, 1930. V. VISWALINGAM,
for Government Agent.

RATNAPURA DISTRICT.

Description: One single-barrelled cap gun No. 495.
Licence No.: 90/AT/A 75060.

Licensee: M. M. Santhosahamy of Yatagare.
Remarks: The gun is reported to have been lost.

The Kachcheri,
Ratnapura, August 14, 1930. A. KANAPATHIPILLAI,
for Government Agent.

Appointment of Assessors.

BY virtue of the powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I, John Duncan Brown, Government Agent, Northern Province, do hereby appoint the under-mentioned persons to be assessors for the town of Jaffna for the year 1931:—

1. Mr. A. Nadarajah, Kolumbuturai, Jaffna.
2. Mr. M. A. Rasiyah, Martyn's road, Jaffna.
3. Mr. S. Meera Mohideen Sahibo, Moor street, Jaffna.
4. Mr. S. Veeravagu, Vannapponnai West, Jaffna.

The Kachcheri,
Jaffna, August 18, 1930. J. D. BROWN,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

COLOMBO MUNICIPAL COUNCIL.

Special Meeting of Council.

Wednesday, July 16, 1930, at 3 p.m.

The Council met this day at 3 P.M. pursuant to notice dated July 10, 1930.

Present: Mr. H. E. Newnham, V.D., M.A., C.C.S., *Chairman*; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. de Rooy; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. A. H. G. Dawson; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. T. C. Dyball; Mr. F. Dadabhoy, J.P.; Mr. H. L. Grocock; Mr. E. G. Eastman, O.B.E.; and Lt.-Col. F. A. Ferguson, D.S.O.

1. The Minutes of the General Meeting of July 2, 1930, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.—Resolved that the Minutes of the General Meeting of July 2, 1930, be confirmed.

2A. Pursuant to notice, the Chairman moved—That in pursuance of the Council's resolution of July 2, 1930, the presentation to Miss Amy Johnson, C.B.E., be now made. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried unanimously.

The presentation of a set of jewellery of topaz set in gold was then made by the Chairman.—Miss Amy Johnson thanked the Chairman and the Council.

2B. Pursuant to notice, the Chairman moved that the Council do adjourn for 15 minutes.—The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

(When the Council resumed after the interval.)

3. Pursuant to notice, the Chairman moved—That the Council do resolve itself into a Committee of the whole Council to consider the appointment of a Veterinary Surgeon and any recommendation thereon of the Sanitation and Finance Committees, Mr. P. M. McManus not having accepted the appointment.—The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

(Council in Committee.)

The following extract from the Minutes of a Special Meeting of the Standing Committees on Sanitation and Finance (meeting together) of July 4, 1930, was considered.

1. To consider the cablegram received from Messrs. John Pook & Co., stating that Mr. P. M. McManus, whose appointment was sanctioned by Council on July 2, 1930, cannot accept the post of Veterinary Surgeon. Reg. No. 679.—Recommended that the post be offered first to Mr. L. B. A. Grace, M.R.C.V.S. and D.V.S.M., and secondly to Mr. D. H. Rylands, M.R.C.V.S. The Hon. Dr. E. A. Coorey dissents.

Resolution.—The Chairman moved that the recommendation of the Standing Committees on Sanitation and Finance (meeting together) be adopted. Dr. S. Muttiah seconded.—Carried.

4. Pursuant to notice, the Chairman moved in Committee—That the Council do resume. Dr. E. V. Ratnam seconded.—Carried.

(When the Council resumed.)

5. Pursuant to notice, the Chairman moved—That the resolution of Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

Confirmed on August 13, 1930:

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

Summary of Income and Expenditure from January 1 to June 30, 1930.

| HEAD OF INCOME. | Estimated Income for 1930, as per Budget. | | Income from January 1 to May 31, 1930. | | Income for June, 1930. | | Total. | |
|---------------------------------------|--|----------|---|-----------|------------------------------|-----------|------------------|-----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| A.—Taxes | 82,550 | 0 | 74,075 | 40 | 2,505 | 95 | 76,581 | 35 |
| B.—Licences | 504,325 | 0 | 422,273 | 29 | 27,026 | 72 | 449,300 | 1 |
| C.—Judicial fines | 100,000 | 0 | 43,236 | 81 | 8,778 | 89 | 52,015 | 70 |
| D.—Tolls | 12,000 | 0 | 2,923 | 3 | — | — | 2,923 | 3 |
| E.—Markets | 187,100 | 0 | 67,866 | 77 | 14,067 | 15 | 81,933 | 92 |
| F.—Slaughter-house | 66,000 | 0 | 31,863 | 10 | 7,522 | 85 | 39,385 | 95 |
| G.—Conservancy | 4,900 | 0 | 2,646 | 0 | 190 | 0 | 2,836 | 0 |
| H.—Cattle Mart and Quarantine Station | 60,100 | 0 | 19,165 | 88 | 3,695 | 29 | 22,861 | 17 |
| I.—Consolidated rate | 4,120,000 | 0 | 2,304,297 | 52 | 306,091 | 95 | 2,610,389 | 47 |
| K.—Water | 1,019,000 | 0 | 476,605 | 70 | 50,827 | 88 | 527,433 | 58 |
| L.—Rents | 92,500 | 0 | 38,701 | 84 | 8,097 | 87 | 46,799 | 71 |
| M.—Drainage | 27,750 | 0 | 17,263 | 41 | 2,226 | 64 | 19,490 | 5 |
| N.—Miscellaneous | 164,766 | 0 | 64,266 | 74 | 69,595 | 75 | 133,862 | 49 |
| O.—Government refunds | 535,000 | 0 | 308,146 | 16 | 31,053 | 96 | 339,200 | 12 |
| Total | 6,955,991 | 0 | 3,873,331 | 65 | 531,680 | 90 | 4,405,012 | 55 |

| HEAD OF EXPENDITURE. | Estimated Expenditure for 1930, including unspent balance at 31-12-29 brought forward. | | Expenditure from January 1 to May 31, 1930. | | Expenditure for June, 1930. | | Total. | |
|--|--|----|---|----|-----------------------------|----|-----------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| A.—Non-effective charges | 875,807 | 88 | 63,759 | 84 | 348,511 | 15 | 412,270 | 99 |
| B.—Chairman | 27,600 | 0 | 11,500 | 0 | 2,300 | 0 | 13,800 | 0 |
| C.—Secretariat | 123,762 | 0 | 52,909 | 90 | 8,740 | 37 | 61,650 | 27 |
| D.—Treasurer's Department | 397,112 | 0 | 152,435 | 95 | 24,813 | 33 | 177,254 | 28 |
| E.—Veterinary Department | 208,426 | 0 | 69,730 | 28 | 16,968 | 57 | 86,698 | 85 |
| F.—Municipal Court | 33,542 | 0 | 13,584 | 55 | 2,716 | 36 | 16,300 | 91 |
| G.—Fire Brigade and Ambulances | 78,208 | 0 | 32,128 | 78 | 5,037 | 92 | 37,166 | 70 |
| H.—Public Health Department | 559,313 | 0 | 195,788 | 42 | 41,147 | 83 | 236,936 | 25 |
| I.—Engineer's Department | 4,473,299 | 57 | 1,287,579 | 38 | 293,242 | 63 | 1,580,822 | 1 |
| K.—Waterworks Department | 808,136 | 16 | 168,277 | 63 | 27,485 | 93 | 195,763 | 56 |
| L.—Assessing Department | 1,010,671 | 35 | 283,014 | 13 | 44,323 | 11 | 327,337 | 24 |
| M.—Public Library | 25,064 | 50 | 7,830 | 86 | 1,029 | 9 | 8,859 | 95 |
| N.—Charity Commissioner | 12,250 | 0 | 5,023 | 68 | 916 | 26 | 5,939 | 94 |
| Excess of income over expenditure carried to Balance Sheet | | | | | | | 3,160,800 | 95 |
| Total | 8,633,192 | 46 | 2,343,563 | 40 | 817,237 | 55 | 4,405,012 | 55 |

The Town Hall,
Colombo, July 18, 1930.

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works, June 30, 1930.

| HEAD OF RECEIPT. | Receipts to December 31, 1929. | | Receipts to June 30, 1930. | | Total. | |
|---|--------------------------------|----|----------------------------|----|------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. |
| 1. Duplication of 30-inch water main and filtration works:— | | | | | | |
| (a) Loan funds | 3,000,000 | 0 | — | — | 3,000,000 | 0 |
| (b) Revenue contributions | 554,463 | 87 | — | — | 554,463 | 87 |
| 2. Colombo Drainage Works:— | | | | | | |
| (a) Loan funds | 11,072,980 | 0 | — | — | 11,072,980 | 0 |
| (b) Grant-in-aid | 7,100,000 | 0 | — | — | 7,100,000 | 0 |
| (c) Revenue contributions | 1,110,292 | 79 | 74,998 | 69 | 1,185,291 | 48 |
| 3. Amount received on realization of sinking funds investment and interest thereon* | 2,105,978 | 39 | — | — | 2,105,978 | 39 |
| 4. Town Hall at Victoria Park:— | | | | | | |
| Revenue contributions | 330,526 | 37 | — | — | 330,526 | 37 |
| Total | 25,274,241 | 42 | 74,998 | 69 | 25,349,240 | 11 |

* From this amount was met part: (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant-in-aid, and revenue contributions; (2) raising of Labugama Reservoir dam; (3) construction of Town Hall at Victoria Park.

| HEAD OF PAYMENT. | Estimate. | | Payments to December 31, 1929. | | Payments to June 30, 1930. | | Total. | |
|---|------------|----|--------------------------------|----|----------------------------|----|------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| 1. Duplication of 30-inch water main and filtration works | 3,554,463 | 87 | 3,554,463 | 87 | — | — | 3,554,463 | 87 |
| 2. Colombo Drainage Works:— | | | | | | | | |
| (a) Works carried out by Resident Engineer as per modified scheme | 17,830,564 | 12 | 17,830,564 | 12 | — | — | 17,830,564 | 12 |
| (b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 | 1,281,998 | 41 | 1,214,773 | 94 | 67,224 | 47 | 1,281,998 | 41 |
| (c) Public lavatories and house connections | 738,705 | 9 | 730,930 | 87 | 7,774 | 22 | 738,705 | 9 |
| 3. Raising of Labugama Reservoir dam | 319,293 | 76 | 319,293 | 76 | — | — | 319,293 | 76 |
| 4. Town Hall at Victoria Park | 1,624,214 | 86 | 1,624,214 | 86 | — | — | 1,624,214 | 86 |
| Total | 25,349,240 | 11 | 25,274,241 | 42 | 74,998 | 69 | 25,349,240 | 11 |

Kochchikade Slum Improvement Scheme.

| HEAD OF RECEIPT. | Receipts to December 31, 1929. | | Receipts to June 30, 1930. | | Total. | | | |
|-----------------------------|--------------------------------|----|--------------------------------|----|----------------------------|----|--------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | | |
| Advance from Municipal Fund | | | 5,628 | 22 | 1,668 | 35 | | |
| Total | | | 5,628 | 22 | 1,668 | 35 | | |
| | | | | | | | | |
| HEAD OF PAYMENT. | Estimate. | | Payments to December 31, 1929. | | Payments to June 30, 1930. | | Total. | |
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| Architect's fee | 1,500 | 0 | 1,500 | 0 | — | — | 1,500 | 0 |
| Land | 4,278 | 47 | 4,128 | 22 | 150 | 25 | 4,278 | 47 |
| Buildings | 1,518 | 10 | — | — | 1,518 | 10 | 1,518 | 10 |
| Total | 7,296 | 57 | 5,628 | 22 | 1,668 | 35 | 7,296 | 57 |

The Town Hall,
Colombo, July 18, 1930.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, June 30, 1930.

| LIABILITIES. | | Rs. | c. | Rs. | c. | ASSETS. | | Rs. | c. | Rs. | c. |
|---|----|------------|----|------------|----|---|----|------------|----|------------|----|
| 1. Loans outstanding :— | | | | | | 1. Capital expenditure :— | | | | | |
| (a) Government of Ceylon, duplication of 30-inch water main, &c. | .. | 3,000,000 | 0 | | | (a) Duplication of 30-inch water main and filtration works | .. | 3,554,463 | 87 | | |
| Less redemption of loan | .. | 312,970 | 90 | | | (b) Colombo Drainage Works :— | | | | | |
| | | | | 2,687,029 | 10 | (1) Works carried out by Resident Engineer as per modified scheme | .. | 17,830,564 | 12 | | |
| (b) Government of Ceylon, Colombo Drainage Works | .. | 11,072,980 | 0 | | | (2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 | .. | 1,281,998 | 41 | | |
| Less redemption of loan | .. | 1,155,173 | 66 | | | (3) Public lavatories and house connections | .. | 738,705 | 9 | | |
| | | | | 9,917,806 | 34 | (c) Raising of Labugama reservoir dam | .. | 319,293 | 76 | | |
| 2. Grant-in-aid :— | | | | | | (d) Town Hall at Victoria Park | .. | 1,624,214 | 86 | | |
| Government of Ceylon, Colombo Drainage Works | .. | — | | 7,100,000 | 0 | (e) Kochchikade Slum Scheme | .. | 7,296 | 57 | | |
| 3. Redemption of Debt Account :— | | | | | | (f) Child Welfare Centre :— | | | | | |
| (a) Loan redeemed—Waterworks | .. | 312,970 | 90 | | | (1) Land | .. | 52,500 | 0 | | |
| (b) Loan redeemed—Colombo Drainage Works | .. | 1,155,173 | 66 | | | (2) Buildings | .. | 107,434 | 1 | | |
| | | | | 1,468,144 | 56 | | | | | 25,516,470 | 69 |
| 4. Waterworks reserve fund | .. | — | | 348,000 | 0 | 2. Amounts advanced to Municipal Council officials for purchase of vehicles | .. | — | | 4,190 | 91 |
| 5. Permanent works executed out of revenue :— | | | | | | 3. Advance accounts :— | | | | | |
| (a) Waterworks | .. | 554,463 | 87 | | | (a) Miscellaneous | .. | 6,548 | 30 | | |
| (b) Colombo Drainage Works (extensions to scheme) | .. | 1,185,291 | 48 | | | (b) Municipal quarries | .. | 20,425 | 53 | | |
| (c) Kochchikade Slum Scheme | .. | 7,296 | 57 | | | (c) Works pending recovery | .. | 11,137 | 30 | | |
| (d) Town Hall at Victoria Park | .. | 330,526 | 37 | | | (d) Making articles for stock | .. | 6,742 | 22 | | |
| | | | | 2,077,578 | 29 | | | | | 44,853 | 35 |
| 6. Amount received on realization of sinking funds investment and interest thereon | .. | — | | 2,105,978 | 39 | 4. Sundry debtors | .. | — | | 2,747 | 44 |
| 7. Child Welfare Centre :— | | | | | | 5. Expenditure on laying water mains in private streets | .. | 151,065 | 63 | | |
| (a) Contribution from War Memorial Fund and interest | .. | 94,259 | 93 | | | 6. Less recoveries from land owners | .. | 122,677 | 92 | | |
| (b) Revenue contributions | .. | 65,674 | 8 | | | | | | | 28,387 | 71 |
| | | | | 159,934 | 1 | 7. Expenditure on aided house drainage | .. | 439,589 | 38 | | |
| 8. Insurance Fund and interest thereon | .. | — | | 64,010 | 35 | 8. Less recoveries from owners | .. | 228,458 | 39 | | |
| 9. Pettah Library Bequest and interest thereon | .. | — | | 3,837 | 52 | 9. Stores on hand :— | | | | 211,130 | 99 |
| 10. Deposits :— | | | | | | (a) General | .. | 510,774 | 47 | | |
| (a) Pending execution of works | .. | 45,682 | 34 | | | (b) Waterworks | .. | 270,811 | 66 | | |
| (b) Miscellaneous | .. | 37,841 | 13 | | | | | | | 781,586 | 13 |
| | | | | 83,523 | 47 | 10. Suspense Account, Stores—Road Painting Materials | .. | — | | 26,750 | 23 |
| 11. Securities :— | | | | | | 11. Investments :— | | | | | |
| (a) Tenders | .. | 1,050 | 0 | | | Ceylon Government 4 per cent. inscribed stock | .. | 930 | 0 | | |
| (b) Contractors | .. | 17,910 | 0 | | | Ceylon Savings Bank | .. | 2,181 | 44 | | |
| (c) Water supply to shipping | .. | 35,000 | 0 | | | Fixed deposit at— | | | | | |
| (d) Municipal Council officials | .. | 42,049 | 54 | | | Mercantile Bank of India, Ltd. | .. | 500 | 0 | | |
| (e) Lands | .. | 19,724 | 80 | | | National Bank of India, Ltd. | .. | 10,000 | 0 | | |
| (f) Miscellaneous | .. | 65,978 | 63 | | | Chartered Bank of India, Australia, and China, Ltd. | .. | 9,000 | 0 | | |
| (g) Upkeep of graves | .. | 3,690 | 0 | | | Imperial Bank of India, Ltd. | .. | 2,107,010 | 0 | | |
| (h) Public Library | .. | 4,526 | 5 | | | | | | | 2,129,621 | 44 |
| | | | | 189,929 | 2 | 12. Cash :— | | | | | |
| 12. Gratuities to minors held in trust | .. | — | | 1,099 | 69 | (a) At Imperial Bank of India, Ltd., on current account | .. | 36,480 | 67 | | |
| 13. Suspense account | .. | — | | 2,558 | 44 | (b) In hand— | | | | | |
| 14. Receipts in advance | .. | — | | 3,567 | 55 | (1) With Shroff, Municipal Council | .. | 850 | 0 | | |
| 15. Sundry Creditors | .. | — | | 2,661 | 43 | (2) With Municipal Council officials | .. | 335 | 0 | | |
| 16. Surplus or Deficit Account :— | | | | | | (3) With Medical Officer, Infectious Diseases Hospital | .. | 1 | 50 | | |
| Surplus :— | | | | | | | | | | 37,667 | 17 |
| (a) Brought forward from 1929 | .. | 1,323,536 | 30 | | | | | | | | |
| (b) Excess of income over expenditure up to June 30, 1930, as per statement of income and expenditure | .. | 1,244,211 | 60 | | | | | | | | |
| | | | | 2,567,747 | 90 | | | | | | |
| Total | .. | | | 28,783,406 | 6 | Total | .. | | | 28,783,406 | 6 |

The Town Hall,
Colombo, July 18, 1930.

G. H. N. SAUNDERS,
Municipal Treasurer.

Sale of Property seized.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, August 19, 1930.

G. H. N. SAUNDERS,
for Chairman.

SCHEDULE.

Date of Sale: September 13, 1930.

| Premises No. | Street. | Quarter and Year. | Time of Sale. |
|--------------|---------------|-------------------|---------------|
| 49 & 51 | Prince street | 4th quarter, 1929 | 9 A.M. |
| 220 | Keyzer street | 1st quarter, 1930 | 9.30 A.M. |

Bathing and Washing of Animals or Vehicles at the Mouth of the Kelani River.

THE bathing and washing of animals or vehicles are hereby prohibited under section 185 (1) of Ordinance No. 6 of 1910, in the Kelani river south-west of a line drawn from the northern end of Whist Passage to the south eastern corner of Egodavella.

The Town Hall,
Colombo, August 19, 1930.

H. E. NEWNHAM,
Chairman, Municipal Council,
and Mayor of Colombo.

ROAD COMMITTEE NOTICES.**Sale of Ferry Rents.**

NOTICE is hereby given that the Chairman of the District Road Committee of Colombo will receive tenders at the Colombo Kachcheri, at 12 noon, on Monday, September 29, 1930, for the purchase of the under-mentioned ferry rents of the Colombo and Negombo Districts, from January 1 to December 31, 1931.

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

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

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

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

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

Colombo District.

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

Negombo District.

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

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

The purchasers of the rent of the tolls collected at the Henemulla, Wewala, and Gorakapola ferries will be required to ferry passengers only, and for that purpose will be bound to provide and maintain, at their own expense, sufficient boats at the said ferries, the seaworthiness of the boats being subject to the approval of the Chairman and in terms of the condition of sale in force for the time being.

District Road Committee,
Colombo, August 18, 1930.

R. N. THAINE,
Chairman.

Bathford Valley Branch Road (between Dikoya Post Office and Tillyrie Stores).

(Urgent repairs to Dikoya Bridge, 1st mile).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for urgent repairs to the above bridge, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate interested in the road, as follows:—

| | |
|-------------------------|------------|
| Government contribution | Rs. 185.00 |
| Private contributions | Rs. 193.33 |

Total acreage, 8,543—Rate per acre '02263c.

| Proprietors or Agents. | Estates. | Acreage. | Amount. |
|--|-------------------------|----------|----------|
| | | | Rs. c. |
| Anglo-Ceylon and General Estates Co. | .. Darawella | .. 697 | .. 15 78 |
| Battalgalla Tea Estates Company | .. Hadley | .. 228 | .. 5 16 |
| Scottish Ceylon Tea Company, Limited | .. Invery and Waterloo | .. 513 | .. 11 61 |
| Vogan Tea Company | .. Stamford Hill | .. 135 | .. 3 6 |
| H. B. Daniell | .. Annfield | .. 284 | .. 6 43 |
| Do. | .. Kinloch | .. 121 | .. 2 74 |
| R. C. Scott | .. Ottery | .. 382 | .. 8 65 |
| H. M. McLeod | .. Erlsmere | .. 170 | .. 3 85 |
| George Steuart & Co. | .. Roscrea and Dorothea | .. 213 | .. 4 83 |
| A. G. Johnstone | .. St. Ley's | .. 130 | .. 2 95 |
| Wannarajah Tea Company of Ceylon, Ltd. | .. Menikwatta | .. 478 | .. 10 72 |
| Battalgalla Tea Estates Co. | .. Battalgalla | .. 444 | .. 10 5 |
| Lanka Tea Estates Co. | .. Fordyce Group | .. 954 | .. 21 59 |
| Vogan Tea Estates Company | .. Barkindale | .. 81 | .. 1 84 |
| Chas. Mackwood & Co. | .. Bathford | .. 220 | .. 4 99 |
| Hornsey Tea Estates Company, Limited | .. Hornsey | .. 251 | .. 5 69 |
| Whittall & Co. | .. Ingestre | .. 732 | .. 16 57 |
| Hornsey Tea Estates Company, Limited | .. Abercairney | .. 222 | .. 5 3 |
| C. Mackwood & Co. | .. Berat | .. 227 | .. 5 14 |
| Mrs. F. A. Davis | .. Blickbonnie | .. 223 | .. 5 5 |

| Proprietors or Agents. | Estates. | Acreage. | Amount. Rs. c. |
|--|--|----------|-------------------|
| The Ceylon Tea Plantation Company, Limited | Tillyrie | 772 | 17 47 |
| South Wanarajah Co. | Poyston | 322 | 7 29 |
| The Robgill Tea Co., Ltd. | Bon Accord, Robgill and Singarawatta | 744 | 16 84 |
| Total | | | 193 33 |

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before September 30, 1930.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, August 11, 1930. Chairman.

Wariapola-Kandenuwera Estate Cart Road.

NOTICE is hereby given that in terms of Ordinance No. 12 of 1902, a meeting of those interested in the above road will be held at Wariapola bungalow, on Monday, September 8, 1930, at 3.30 P.M.

Agenda.

1. Read notice convening the meeting.
2. Confirm minutes of the last meeting.
3. Prepare estimates for the financial year 1930/31.
4. To pass accounts to date.
5. Elect a new committee.
6. Transact any other business of which due notice has been given.

R. H. D. MANDERS,
for Chairman.

TRADE MARK NOTICES.

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

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

- (1) Trade Mark No. 4,704.
- (2) Date of Receipt: June 26, 1929.
- (3) Applicant (Proprietor of the Trade Mark): STEWART MOTOR CORPORATION (a corporation organized and existing under the laws of the State of New York), City of Buffalo, County of Erie, State of New York, United States of America; Manufacturers.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class: 22.
- (6) Goods: Motor trucks and buses.
- (7) Representation of the Trade Mark:

Stewart

Evidence of distinctiveness has been furnished.

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 20, 1930. Registrar of Trade Marks.

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

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

- (1) Trade Mark No. 4,903.
- (2) Date of Receipt: December 10, 1929.
- (3) Applicant (Proprietor of the Trade Mark): JUNGER & GEBHARDT AKTIENGESSELLSCHAFT (a company incorporated in Germany), 51, Alexandrinenstrasse, Berlin S. 14, Germany; Manufacturers of perfumeries and toilet goods.
- (4) Address for service in the Island: Remfry & Son, C/o "The Ceylon Daily News," Colombo.
- (5) Class: 48.
- (6) Goods: Perfumeries, toilet soaps, powders, cosmetic preparations for the hair, skin, mouth.
- (7) Representation of the Trade Mark:

RANEE

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 20, 1930. Registrar of Trade Marks.

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

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

- (1) Trade Mark No. 5,089.
- (2) Date of Receipt: July 26, 1930.
- (3) Applicant (Proprietor of the Trade Mark): Shahbenderi Hajee Abdul Cader Badsha Sahib, Shahbenderi Hajee Mohamed Meeran Sahib, Shahbenderi Hajee Hassen Sahib, Syed Mohiddina Syed Abubakar Sahib, and Syed Mohiddina Syed Mohamed Jaffer Sahib, trading as S. A. M. H. Abdul Cader Sahib & Company, 188, Second Cross street, Pettah, Colombo; General Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: 38.
- (6) Goods: Palayakat sarongs and camboys.
- (7) Representation of the Trade Mark:



Registration of this Trade Mark shall give no right to the exclusive use of the letters "S. A. M. H." and the numerals "60."

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 13, 1930. Registrar of Trade Marks.

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

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

- (1) Trade Mark No. 5,091.
- (2) Date of Receipt: July 28, 1930.
- (3) Applicant (Proprietor of the Trade Mark): BRITISH CELANESE, LIMITED (a company duly incorporated in accordance with the laws of Great Britain), Celanese House, 22 & 23, Hanover Square, London, W. 1, England; Manufacturers.
- (4) Address for service in the Island: Remfry & Son, C/o "The Ceylon Daily News," Colombo.
- (5) Class: 50.

(6) Goods : Threads, yarns, and fabrics made wholly or principally from cellulose derivatives (being goods included in class 50).

(7) Representation of the Trade Mark :

CELANESE

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 20, 1930. Registrar of Trade Marks.

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

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

(1) Trade Mark No. 5,093.

(2) Date of Receipt : July 29, 1930.

(3) Applicant (Proprietor of the Trade Mark) : Shahbenderi Hajee Abdul Cader Badsha Sahib, Shahbenderi Hajee Mohamed Meeran Sahib, Shahbenderi Hajee Hassen Sahib, Syed Mohiddina Syed Abubaker Sahib, and Syed Mohiddina Syed Mohamed Jaffer Sahib, trading as S. A. M. H. Abdul Cader Sahib & Company, 123, Second Cross street, Pettah, Colombo, and also as S. H. BADSHA SAHIB & CO., in Madras ; General Merchants.

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

(5) Class : 38.

(6) Goods : Palayakat sarongs and camboys.

(7) Representation of the Trade Mark :



Registration of this Trade Mark shall give no right to the exclusive use of the letters "S. H."

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 13, 1930. Registrar of Trade Marks.

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

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. 5,095.

(2) Date of Receipt : August 7, 1930.

(3) Applicant (Proprietor of the Trade Mark) : JOSEPH CROSFIELD & SONS, LIMITED (a company incorporated under the English Companies' Acts), Bank Quay, Warrington, Lancashire, England ; soap manufacturers.

(4) Address for service in the Island : C/o Julius & Creasy, Prince street, Fort, Colombo.

(5) Class : 47.

(6) Goods : Washing preparations, preparations for laundry purposes, common soap, bleaching preparations, and detergents.

(7) Representation of the Trade Mark :

PERSIL

Registrar-General's Office, G. FURSE ROBERTS,
Colombo, August 20, 1930. Registrar of Trade Marks.

LOCAL BOARD NOTICES.

Sale of Property for Non-payment of Assessment Tax, Sanitary Board, Kurunegala District.

NOTICE is hereby given that the sale of the under-mentioned properties which have been seized in terms of section 41 of Ordinance No. 16 of 1865 for default of payment of assessment tax for fourth quarter, 1929, will be sold by public auction under section 2 of Ordinance No. 6 of 1873, at the Town Arachchi's Office at Polgahawela, on September 7, 1930, at 11 A.M.

The Kacheheri, S. D. SAMARASINHE,
Kurunegala, August 18, 1930. for Chairman.

Particulars of the Property.

| Street. | Assessment No. | Amount. Rs. c. |
|------------|----------------|-------------------|
| Oraliyadda | .. 124 | .. 0 54 |
| Do. | .. 124 | .. 0 25 |
| Do. | .. 126 | .. 0 54 |
| Do. | .. 127 | .. 0 72 |
| Madalagama | .. 1013 | .. 0 36 |

Election of Unofficial Members, Local Board, Puttalam.

NOTICE is hereby given that lists of persons qualified to be elected and of persons qualified to vote at the election of the three unofficial members for the Local Board of Puttalam for the period 1931 to 1932, will be open for inspection during office hours between 9 A.M. and 4 P.M. on week days and till 1.30 P.M. on Saturdays at the Local Board Office, Puttalam, on and from August 28, 1930.

2. Notice is further given that all claims for insertion of any names in the said lists and all objections to any name inserted therein will be heard by me on October 2, 1930, at 10.30 A.M. at the Local Board Office, Puttalam.

3. Nominations of candidates will be received at the Local Board Office, Puttalam, at 10.30 A.M. on November 29, 1930.

4. The election meeting will be held on December 13, 1930, from 10 A.M. to 1 P.M. No votes will be accepted except within these hours.

By direction of the Government Agent,
North-Western Province.

The Kacheheri, S. H. WADIA,
Puttalam, August 16, 1930. Assistant Government Agent.

GOVERNMENT NOTIFICATIONS.

(Continued from page 2145.)

U 205/30

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

BY-LAWS made by the Chilaw Urban District Council for the area within its limits, under sections 164 and 168 of "The Local Government Ordinance, No. 11 of 1920," and confirmed by the Officer Administering the Government in Executive Council.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 21, 1930. Acting Colonial Secretary.

BY-LAWS.

1. No person shall dig a "gala well" or reopen a "gala well" once closed after the publication of this by-law in the *Gazette*.

2. For the purposes of the foregoing section a "gala well" means any excavation made for the purpose of holding water and used or capable of being used for agricultural purposes.

C 67/29

THE CEYLON CONSTITUTION (REGISTER OF ELECTORS)
ORDER-IN-COUNCIL, 1930.

Notification.

IN exercise of the powers vested in the Governor by Article 4 of the Ceylon Constitution (Register of Electors) Order-in-Council, 1930, the Officer Administering the Government has appointed the Additional Assistant Government Agent, Matara, to be an Assistant Registering Officer for the Electoral Districts specified in the schedule hereto.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 22, 1930. Acting Colonial Secretary.

SCHEDULE.

Electoral Districts.

26. Weligama | 27. Morawaka | 28. Matara

U 223/28

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

BY-LAWS made by the Municipal Council of Colombo, under sections 109 and 110 of "The Municipal Councils Ordinance, 1910," and confirmed by the Officer Administering the Government in Executive Council in exercise of the powers vested in the Governor by section 109 are hereby proclaimed.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, August 22, 1930. Acting Colonial Secretary.

BY-LAWS.

Chapter XI. of the by-laws of the Municipal Council of Colombo dated November 25, 1929 (*Gazette* No. 7,748 of November 29, 1929), is revoked and the following is substituted therefor:—

GENERAL BY-LAWS RELATING TO LICENCES.

Interpretation of Terms.

1. In these by-laws the following expressions shall have the meanings respectively assigned to them unless there be something repugnant in the subject or context:—

"The Council" means the Municipal Council of Colombo.
"Chairman" means the Chairman of the Municipal Council of Colombo.

"Licensee" means the person holding a licence issued by the Chairman authorizing the use of any premises or place for any special purpose mentioned in the licence in pursuance of the Municipal Councils Ordinance or any by-law made thereunder.

"Licensed premises" means the whole of the premises or place in respect of which a licence has been issued by the Chairman.

"Licensed trade" means a trade for which a licence is necessary under the provisions of the Municipal Councils Ordinance or any by-law made thereunder.

2. No person shall within the limits of the Council keep any bakery or eating-house without an annual licence from the Chairman, which licence the Chairman shall issue to all persons complying with the conditions provided for the issue of such licence. Every such licence shall remain in force until December 31 of the year in respect of which such licence is issued, unless such licence shall have been previously cancelled as provided in by-law No. 10 or 11.

3. No licence shall be transferable.

4. All notices in connection with the licensed premises or the licensed trade shall be deemed to be served upon the licensee when left with any person employed in the licensed premises or when affixed to such premises.

5. The licensee shall comply with the lawful requirements of any notice served on him by the Chairman within the time stated in such notice, or if no such time is stated in the notice then within seven days from the service of such notice.

6. Every licence shall be subject to such fee as the Council shall, with the sanction of the Governor in Executive Council, impose.

7. It shall be lawful for the Chairman or any officer of the Council, generally or specially authorized in writing thereto by the Chairman, at all reasonable times to enter upon and inspect any licensed premises and to inspect any furniture, equipment, vehicle, or utensil which is, or appears to be, used for the purpose of a licensed trade.

8. Every licensee shall during the period of licence keep his premises, furniture, and equipment in conformity with the conditions on which the licence was issued.

9. Any person committing a breach of any regulation for any licensed premises shall be guilty of an offence and shall on conviction be liable to a fine not exceeding Rs. 50 (Rupees Fifty), and in the case of a continuing offence to an additional fine not exceeding Rs. 25 (Rupees Twenty-five) for every day during which the offence was committed after conviction or after written notice from the Chairman of such contravention.

10. On a second or subsequent conviction of a licensee by Court for breach of any regulation relating to his licensed premises, such licence shall be liable to cancellation by such Court.

11. If at any time during the period for which a licence has been issued the licensed premises cease to conform to the conditions laid down for its issue, the Chairman may notice the licensee to do all things necessary to make the premises conform to such conditions; and if the licensee fails to comply with the requirements of the notice the Chairman may suspend or cancel the licence.

BAKERIES.

A bakery includes any building or part of a building used for any process connected with the baking of bread and making of cakes and biscuits for sale.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a bakery unless the premises to be licensed comply with the following conditions:—

1. (a) That the site is approved by the Chairman.

(b) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(c) That the average height of every room is not less than 10 feet and the height in no place is less than 7 feet and the walls are built of brick, concrete, stone, or cabook with the inside thereof limeplastered and limewashed.

- (d) That all the eaves are at least 6 feet from the ground.
- (e) That the roof is made of some permanent material.
- (f) That all the woodwork is oil painted or limewashed.
- (g) That the floor is cemented throughout.
- (h) That the premises are provided with adequate surface drainage.

2. (a) That the room in which kneading takes place has a superficial floor space of not less than 180 square feet with a clear space of not less than 2 feet round the main kneading table and that the lower 5 feet of the internal surface of the walls is covered with glazed tiles or is plastered with cement and that the kitchen is not less than 80 square feet in area and is provided with an efficient smoke vent.

(b) That there is a free external air space not less than 7 feet wide on at least one of the sides of the kneading room which contains doors and windows, but if there is a free external air space only on one side that there is provided an extractor fan.

(c) That the door of the oven does not open directly into the kneading room.

(d) That every kneading room is provided with a ceiling which is either plastered and limewashed or made of closely fitting boards which are either limewashed or oil painted.

3. (a) That the troughs, tables, except the main kneading table, and all the utensils used in the making of bread are capable of being moved about for the purpose of cleaning the floor and the walls.

(b) That the tops of the tables used in the making of bread are made of well seasoned closely fitting planks or of some non-harmful impervious material.

(c) That the kneading room shall be rendered fly-proof by means of wire gauze screens in windows and doors and that the floor, if flour is stored, shall be stored in a special fly-proofed room provided with dovetailed ceiling.

4. (a) That the bakery is provided with a sanitary dust bin, and a separate room for the workmen when off duty with sufficient latrine accommodation.

(b) That the bakery is at least 30 feet distant from any pail closet, ash pit or open sewer within the bakery premises.

(c) That there is no cesspit or manure heap within the bakery premises.

(d) That the building to be used as a bakery has no internal communication with the interior of any part of a dwelling house or eating-house.

II.—Regulations for Licensed Bakeries

1. Every licensee of a bakery shall keep affixed in a conspicuous position on the outside of his premises a board with his name in English, Sinhalese or Tamil and the words "Licensed Bakery" legibly painted thereon.

2. Every licensee of a bakery shall cause a copy of these regulations in English, Sinhalese or Tamil, and the licence to be framed and hung in a prominent place in the licensed premises, and shall also cause a list of the names and addresses of all employees (including the vendors of bread) to be kept in the bakery so as to be available for inspection at all reasonable times by the Chairman or any person authorized by him.

3. Every licensee of a bakery shall cause the walls of every room forming part of the bakery to be limewashed twice a year in the months of June and December; the ceiling, if not oil painted, to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December and at any other time if so ordered by the Chairman in writing.

4. Every licensee of a bakery shall cause the floor and the tiled or cemented portions of the walls and the tops of the tables to be washed every day. He shall cause every part of the bakery, its surroundings, drains, furniture, utensils, and equipment used in the making of bread to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises. He shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle, which shall be removed from the bakery and cleared once a day. The receptacle shall always be kept covered except when refuse is being actually placed therein.

5. Every licensee of a bakery shall use for the manufacture of bread good and wholesome flour, water, and other materials. He shall store the flour on a movable platform constructed in the manner herein specified and in

a special room, with adequate ventilation set apart for the purpose and rendered fly-proof.

The platform shall be of any convenient length and breadth, consisting of a single layer of stout planks supported on legs 1 foot high. The legs of the platform should not be permanently fixed in the floor. The edges of the planked top should stand out 9 inches away from the frame underneath, so as to prevent rats crawling up the legs and round the edge of the planked top. The platform shall be so constructed that there are no shelves or recesses under the planked top to provide harbour for rats.

The platform should be a movable one, so that it may be lifted away from the position and the floor underneath cleaned. It should be placed at least 9 inches away from the wall. He shall keep the space beneath and around the platform free from all obstructions.

6. Every licensee of a bakery shall provide a sanitary dust bin to be kept on the licensed premises.

7. Every licensee of a bakery shall keep the bakery free from rats and shall cause all rat holes to be filled up with broken glass and shall plaster them with cement as soon as found.

8. No person shall on any pretext whatsoever keep any animal or bird in a bakery.

9. No person shall spit within the bakery.

10. (a) No person suffering from, or who has recently suffered from, any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, shall enter the licensed premises or take part in the manufacture or sale of any bread therein, or engage in the transport of any bread therefrom.

(b) No licensee of a bakery shall connive at or knowingly permit the contravention by any person of the provisions of the above regulation 10 (a).

11. No licensee of a bakery shall store or keep or allow to be stored or kept in the room where bread is prepared or in which the materials for making bread are stored, any furniture, clothes, sleeping mats, or any articles, other than those used in the manufacture of bread.

12. No licensee of a bakery shall use, or allow to be used, as a sleeping place any place on the same floor as the bakery or forming part of the same building, unless such place is effectually separated from the places where bread is prepared or stored or in which the materials thereof are stored by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

13. All persons employed in the preparation and making of bread shall wash their hands before engaging in the process of making bread, and shall wear clean white aprons covering the chest and body and a clean white cap or turban. When any work is proceeding in the kneading room the extractor fan if required under Part I Section 2 (b) of these by-laws shall be working.

14. Every licensee of a bakery shall provide clean water, clean towels, nail brush, and soap, and keep them so as to be easily accessible to those engaged in the manufacture of bread.

15. Every licensee of a bakery shall provide the licensed premises with a pipe-borne supply of potable water from the City water mains.

16. No cooking shall be done on the premises except in the oven of the bakery or in a kitchen of not less than 80 square feet and provided with an efficient smoke vent.

17. Every licensee of a bakery shall cause to be fixed in a conspicuous place in the licensed premises a beam and scales with standard weights, and, if required by any purchaser, shall weigh any bread sold or exposed for sale in the said premises.

18. No licensee of a bakery shall allow any person to transport bread from his bakery for sale, unless such person is in possession of a card of registration signed by the Chairman and by the licensee of the bakery. The licensee shall keep a register of those to whom he issues cards and shall notify the Medical Officer of Health of any change in the persons using the cards.

19. The Chairman shall, on application made to him by the licensee of a bakery, issue cards of registration for use by every person employed by such licensee in transporting bread for sale, provided that such person is free from any infectious, contagious or loathsome disease.

20. No licensee of a bakery shall allow any bread to be transported from his licensed premises for sale, except in a closed vehicle or a closed basket, tin, or other suitable receptacle. The licensee shall examine such vehicle, basket, tin, or other receptacle, and shall satisfy himself that it is clean and wholesome before he allows such transport.

EATING-HOUSES.

"Eating-house" includes any premises (other than a house for which a licence has been obtained under the Excise Ordinance, No. 8 of 1912) where cooked rice is prepared or supplied for consumption by the public in the premises or elsewhere for the profit or gain of any person owning or having an interest in or managing such business.

Conditions of Issue of Licence.

1. That the site is approved by the Chairman.
2. That the premises are in good repair and are well ventilated and well lighted, and that every room used for the serving of meals has a minimum superficial area of 120 square feet, and is provided for the purpose of ventilation with doors or windows opening either directly or through an open verandah on to an external open space and having an aggregate opening of not less than 1/7th the superficial floor area of room.*
3. That if any food is cooked on the premises such premises shall include a kitchen, having a minimum superficial area of not less than 80 square feet, an efficient smoke vent and at least one window capable of being opened. Such window when open shall have an area of not less than 1/15th of the superficial floor space.
4. That the average height of every room is not less than 10 feet and the height is in no place less than 7 feet and the walls are built of concrete, brick, stone, or cabook, with the inside thereof limoplastered and limewashed.
5. That all the eaves are at least 6 feet from the ground.
6. That the roof is made of some permanent material.
7. That all the woodwork is oil painted or limewashed.
8. That the ground floor is cemented throughout.
9. That the premises are provided with adequate surface drainage, with a sanitary dust bin, and that latrine accommodation is available.
10. That the kitchen and every room used for serving meals have no direct internal communication on the same floor and under the same roof with any part of a dwelling-house or with a bakery.
11. That the premises are connected by pipes with the City water mains where such mains are available.

II.—Regulations for Licensed Eating-Houses.

1. Every licensee of an eating-house shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Eating-house" or "Licensed Restaurant" legibly painted thereon in the English and vernacular languages.
2. Every licensee of an eating-house shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in such premises. He shall also cause a list of the names and addresses of all employees to be kept at all times on the premises so as to be available for inspection.
3. Every licensee of an eating-house shall cause the walls of every room forming part of the licensed premises to be limewashed twice every year in the months of June and December; the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December, and at such other times as may be ordered by the Chairman in writing.

4. Every licensee of an eating-house shall cause every part of such premises, the surroundings, drains, furniture, utensils, and equipment used in the preparation, sale, or consumption of food or drink to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.

5. Every licensee of an eating-house shall cause all utensils used in the preparation, sale, and consumption of food or drink to be washed with soap and water at least once in 24 hours.

6. Every licensee of an eating-house shall cause every utensil or receptacle used by a customer to be washed immediately after such use and before being used by any other customer.

7. Every licensee of an eating-house shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and to be removed from the premises daily. He shall keep such receptacle covered at all times, except when refuse is being placed in it, and shall cause all waste tea, coffee, milk, or remnants of food or cooking waste to be collected in such receptacle and not to be thrown on the ground.

8. No licensee of an eating-house shall use any counter or other place from which tea, coffee, or milk is served, unless the said counter or other place is covered with zinc or other impervious material.

9. Every licensee of an eating-house shall cause a sanitary dust bin, and at least two spittoons to be kept always at the licensed premises so as to be readily available to the visitors to the premises as well as to the employees.

10. Every licensee of an eating-house shall keep the premises free from rats, and shall fill all rat holes with broken glass and plaster such holes with cement as soon as he discovers them.

11. Every licensee of an eating-house shall provide the licensed premises with a pipe borne supply of potable water from the City water mains.

12. No licensee of an eating-house shall keep or store or expose for sale any food except vegetables unless such food is kept in a receptacle so constructed as to prevent its contamination by flies, dust, and vermin. He shall keep such receptacles always clean.

13. No licensee of an eating-house shall sell or offer or expose for sale any milk to which water or any other foreign liquid or substance has been added so as to render such milk unwholesome.

14. No person shall spit within such premises except into a spittoon provided for the purpose.

15. No person suffering from any infectious, contagious, or loathsome disease, or who has been recently in attendance on any person suffering from such disease, shall enter such premises or take part in the preparation or sale of food or drink.

16. No licensee of an eating-house shall connive at or permit the contravention by any person of the above regulations numbered 14 and 15.

17. No licensee of an eating-house shall allow any person to transport for sale cooked food from the licensed premises unless such person is in possession of a card of registration signed by the Chairman and by the licensee of an eating-house and unless such food is carried in a closed basket, tin, or other suitable receptacle. Such cards shall not be transferable.

18. Every licensee of an eating-house shall see that every vehicle, basket, tin, or other receptacle used for carrying food is clean at the time any food is placed in it.

19. The Chairman shall, on application made to him by the licensee of an eating-house, issue cards of registration for use by every person employed by such licensee in carrying food for sale.

20. The licensee of an eating-house shall not permit the licensed premises to be used for purpose of any other trade whatsoever on the same floor as the meal rooms or kitchen.