



THE  
**CEYLON GOVERNMENT**  
**GAZETTE**

---

No. 7,808 FRIDAY, OCTOBER 3, 1930.

---

*Published by Authority.*

**PART I.—GENERAL.**

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

	PAGE			PAGE
Minutes by the Governor .. .. .	—	Miscellaneous Departmental Notices .. .. .	—	2493
Proclamations by the Governor .. .. .	2462	Sales of Toll and Other Rents .. .. .	—	—
Appointments by the Governor .. .. .	2462	“Excise Ordinance” Notices .. .. .	—	2498
Appointments, &c., of Registrars .. .. .	2463	“Local Government Ordinance” Notices .. .. .	—	2498
Government Notifications .. .. .	2464	Proceedings of Municipal Councils .. .. .	—	2499
Currency Commissioners’ Notices .. .. .	—	Patents Notifications .. .. .	—	—
Revenue and Expenditure Returns .. .. .	—	Road Committee Notices .. .. .	—	2499
Notices calling for Tenders .. .. .	2467	Notices to Mariners .. .. .	—	—
Sales of Unserviceable Articles, &c. .. .. .	—	Trade Marks Notifications .. .. .	—	2500
Vital Statistics .. .. .	2474	Local Board Notices .. .. .	—	2502
Unofficial Announcements .. .. .	2475	Meteorological Returns .. .. .	—	—
Specifications under “The Irrigation Ordinance” .. .. .	2492	Books registered under Ordinance No. 1 of 1885 .. .. .	—	<i>Suppl.</i>

NEW LAW REPORTS—Part XII. of Vol. XXII was issued on the 30th ultimo.

PRINTED AT THE CEYLON GOVERNMENT PRESS, COLOMBO.

## PROCLAMATIONS BY THE GOVERNOR.

K 493/30

BY HIS EXCELLENCY THE GOVERNOR.

## A PROCLAMATION.

H. J. STANLEY.

WHEREAS under section 3 of "The Seashore Protection Ordinance, 1911," the Governor may, with the advice of the Executive Council, by Proclamation in the *Government Gazette*, proclaim any part of the seashore of this Island as an area from or over which no sand, stone, coral, or other substance shall be removed:

Know Ye that We, the Governor, with the advice of the Executive Council, do hereby, under section 3 of "The Seashore Protection Ordinance, 1911," proclaim the part of the seashore of this Island specified and defined in the schedule hereto as an area from or over which no sand, stone, coral, or other substance shall be removed as from October 3, 1930.

Colombo, September 26, 1930.

By His Excellency's command,

B. H. BOURDILLON,  
Colonial Secretary.

GOD SAVE THE KING.

## SCHEDULE.

That part of the sea and seashore adjacent to the villages of Mandaitivu, Allaippiddi, and Velanai in the Island division of the Jaffna District, and bounded on the north by an imaginary line from the Light Mast at Mandaitivu following the highwater mark along the shores of Mandaitivu, Allaippiddi, and Velanai as far as Kallandamunai point in the last named village; on the east by an imaginary straight line drawn from the Light Mast at Mandaitivu, due south to a distance of one mile; on the south by an imaginary straight line drawn from the seaward extremity of the eastern boundary line due west to meet the straight line to be drawn for the western boundary; and on the west by an imaginary straight line drawn from Kallandamunai point in Velanai village touching the extremity of the coral reef in the lagoon due south to a distance of one mile to meet the southern boundary line.

U 265/30.

BY HIS EXCELLENCY THE GOVERNOR.

## A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of Ceylon, with the advice of the Executive Council, in exercise of the power vested in Us by section 3 of "The Quarries Ordinance, 1889," do hereby declare that as from and after September 1, 1930, the provisions of the said Ordinance shall apply to the town of Dehiwala-Mount Lavinia in which an Urban District Council has been established.

Colombo, September 29, 1930.

By His Excellency's command,

B. H. BOURDILLON,  
Colonial Secretary.

GOD SAVE THE KING.

J 644/

BY HIS EXCELLENCY THE GOVERNOR.

## A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a Proclamation under section 41) of "The Repression of Crimes (Consolidation) Ordinance, 1903," published in *Gazette* No. 7,792 of July 18, 1930, it was ordered that a Police Force consisting of one sergeant and six constables be quartered in the district of Urumpirai described in the schedule thereto:

And whereas it is deemed expedient to withdraw the said Police Force

Know Ye that We, the Governor, with the advice of the Executive Council, by virtue of the Interpretation Ordinance, 1901, do hereby, under section 3 of "The Cemeteries and Burials Ordinance, 1899," order that after September 11, 1930, burials or cremations in the said burial ground shall be discontinued.

Colombo, September 29, 1930.

By His Excellency's command,

B. H. BOURDILLON,  
Colonial Secretary.

K 606/30

NATIONAL LIBRARY AND DOCUMENTATION CENTRE  
ORDER  
"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

H. J. STANLEY.

WHEREAS it appears to the Governor, with the advice of the Executive Council, upon the representation of the proper authority, to wit, the Government Agent, Northern Province, that the burial ground known as "Koththiakallady," more fully specified and defined in the schedule hereto, situated at Siruppiddy in Valikamam East division of the Jaffna District, is in such a locality as to be dangerous to the health of the inhabitants of such place:

Know Ye that We, the Governor, with the advice of the Executive Council, do hereby, under section 35 of "The Cemeteries and Burials Ordinance, 1899," order that after September 11, 1930, burials or cremations in the said burial ground shall be discontinued.

Colombo, September 26, 1930.

By His Excellency's command,

B. H. BOURDILLON,  
Colonial Secretary.

## SCHEDULE.

The burial and cremation ground known as "Koththiakallady," in extent one acre more or less, situated at Siruppiddy in Puttur parish of the Valikamam East division, Jaffna District, Northern Province, and bounded on the north by land claimed by Malavarayar Kandiah and shareholders and Ramar Mootatamby; east by land belonging to the Crown; south by land claimed by Supper Sapapathy; and west by land belonging to the Crown.

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

No. 387 of 1930.

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

Mr. W. T. STACE to be Chairman, Municipal Council, and Mayor of Colombo; Local Authority under the Petroleum Ordinance; a Visitor of the Lunatic Asylum at Colombo; and a Member of the Board of Immigration and Quarantine, from September 29 to October 19, 1930, inclusive.

Mr. A. H. EGAN to act as Settlement Officer and a Special Officer under the Waste Lands Ordinance, during the absence on other duties of Mr. W. T. STACE, from September 29 to October 19, 1930, inclusive.

Mr. E. F. L. WRIGHT to act as Deputy Inspector-General of Police (Provinces), during the absence of Mr. D. V. ALTENDORFF, from October 1 to 16, 1930, inclusive, or until the resumption of duties by that officer.

Mr. R. WANIGASEKERA, Chief Clerk, Nuwara Eliya Kachcheri, to act, in addition to his own duties, as Office Assistant to the Assistant Government Agent, Nuwara Eliya, on September 30, 1930.

Mr. A. R. MACDONALD to be attached to the Office of the Registrar, Co-operative Societies, from October 2, 1930, until further orders.

Mr. H. A. DE SILVA to be Additional District Judge, Kalutara, on October 10, 1930.

Mr. J. C. W. ROCK to be, in addition to his own duties, Additional District Judge, Jaffna, on September 29, 1930.

Mr. E. G. M. GOONAWARDENA to act at Dandagamuwa as Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate for the judicial division of Kurunegala, and Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue District of Kurunegala, during the absence of Mr. U. P. WEERASINGHE, from October 1 to 6, 1930, inclusive, or until the resumption of duties by that officer.

Mr. M. W. H. DE SILVA to be Additional District Judge, Chilaw, on October 6, 1930.

Mr. G. S. SURAWEERA to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. S. S. NAVARATNAM, on September 29 and 30, 1930, or until the resumption of duties by that officer.

Mr. JOHN A. PERERA to act as Commissioner of Requests and Police Magistrate, Gampaha, and Additional District Judge, Negombo, during the absence of Mr. J. WILMOT PERERA, from October 2 to 6, 1930, inclusive, until the resumption of duties by that officer, or until further orders.

Mr. J. W. B. D. PERERA to act as Commissioner of Requests and Police Magistrate, Gampaha, during the absence of Mr. J. WILMOT PERERA, on October 7, 1930, or until the resumption of duties by that officer.

Mr. J. WILMOT PERERA to be, in addition to his own duties, Additional Police Magistrate, Colombo, on October 1, 1930.

Mr. A. V. VAN LANGENBERG to be Additional Police Magistrate, Gampola, on October 2, 1930.

Mr. J. N. C. TRUCHELVAM to be Additional Municipal Magistrate, Colombo, on October 4 and 6, 1930.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary from October 8 to 11, 1930, inclusive, during the absence on leave of Mr. K. W. Y. ATUKORALA, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, October 2, 1930. Colonial Secretary.

No. 388 of 1930.

MR. C. J. OORLOFF having been appointed a Cadet in the Civil Service of this Colony, HIS EXCELLENCY THE GOVERNOR has been pleased to direct that he be attached to the Secretariat from October 1, 1930, until further orders.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, October 1, 1930. Colonial Secretary.

No. 389 of 1930.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Second Lieutenant EDWARD ROY DEVONSHIRE, Ceylon Planters' Rifle Corps, to the Reserve of his Unit, with effect from September 22, 1930.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 30, 1930. Colonial Secretary.

No. 390 of 1930.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Second Lieutenant GILBERT GLYDE ROBERTS of his Commission in the Ceylon Cadet Battalion, with effect from September 23, 1930.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, October 3, 1930. Colonial Secretary.

No. 391 of 1930.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 5 (1) (b) of Ordinance No. 18 of 1892, to nominate Mr. B. L. DRIEBERG

to be a Member of the Sanitary Board of the Colombo District, vice Mr. C. W. GUNWARDENE.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, October 1, 1930. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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:—

By the Registrar-General

Mr. MUDIYANSELAGE PUNCHIAPPUHAMY DIYAGAMA to act as Registrar of Lands, Colombo, for thirty days from October 1, 1930, vice Mr. C. M. AGALAWATTA, on other duty.

Mr. DON CHARLES JAYAMANNE to act as Additional Registrar of Lands, Colombo, for thirty days from October 1, 1930, vice Mr. M. P. DIYAGAMA, appointed to act as Registrar of Lands.

MEDAWATTE DUGGANARALLAGE PUNCHI BANDA to act as Registrar of Births and Deaths and of Marriages (Kandy and General) of Haris pattu No. 3 division, in the Kandy District of the Central Province, for two days, with effect from October 3, 1930, vice WEERATNA MUDIYANSELAGE DENYEGEDARA TKIRI BANDA, on leave. His office will be at Poojapitiyewatta in Palipana.

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.

KURUKULASURIYA ANTHONY JOHN JOSEPH FERNANDO to act as Registrar of Marriages (General) of Local Board town and gravets of Negombo division, in the Colombo District of the Western Province, for five days from September 26, 1930, during the absence of the Registrar, KURUKULASURIYA CHARLES MARCELINO LEITAN, on leave. Place of office: 34, Dénzil road, Negombo.

TOTAGE GIRIGORIS FERNANDO to act as Registrar of Births and Deaths of Alutgama and Malewana badda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for three days from September 24, 1930, during the absence of the Registrar, WEERASURIYA JAYAWARDANE SEMBUKUTIPATABENDIGE BASTIAN DE SILVA, on leave. His office will be at Pelawatta in Alutgama East.

DEHIWALALIYANAGE DON PILOIS APPUHAMY to act as Registrar of Births and Deaths of Kalupahana division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for seven days from September 24, 1930, during the absence of the Registrar, DON JOHN AMARASEKERA PETTIRI, on leave. His office will be at Kospotugahawatta in Kalupahana.

KAHANDA KULATUNGA MUDIYANSE RALAHAMILLAGE PURIJJALA IHALA WALAWWE LOKU BANDA PURIJJALA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from October 2, 1930, during the absence of the Registrar, RANFANIHINDA DIWAKARA ALAHAKOON MUDIYANSELAGE NIYARTPOGA WALAWWE MEDDUMA BANDA, on leave. His office will be at Nikawelle-walawwa in Udupihilla.

DON ARNOLIS DE SILVA JAYAWICKREME to act as Registrar of Births and Deaths of Walawe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for four days from September 24, 1930, during the absence of the Registrar, BARON DE SILVA JAYAWICKREME, on leave. Place of office: Kalatiyagodawetta, in Polpogoda.

DON WILLIAM KARUNARATNE to act as Registrar of Births and Deaths of Pitigala division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for five days from September 24, 1930, during the absence of the Registrar, BOMRIYAGE DON DAVID KARUNARATNE, on leave. Place of office: Polpanagalakaraturewatta in Pitigala.

BARTHOLAMEWS DIAS ABEYWICKREME GUNASEKERA to act as Registrar of Births and Deaths of Hinigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on September 26, 1930, during the absence of the Registrar, JOHN DIAS ABEYWICKREME GUNASEKERA, on leave. Place of offices: Pillegewatta and Sallapugewatta in Habaraduwa.

RANCHAGODA-ARATCHIGE DON ARON KARUNARATNE to act as Registrar of Births and Deaths of Induruwa division, and of Marriages (General) of Bentota-Walallawiti Korale division, in the Galle District of the Southern Province, on

September 29, 1930, during the absence of the Registrar, RANCHAGODA-ARACHIGE DON JOHN KARUNARATNE, on leave. Place of office: Wellawatta at Yalagama.

SAGARIS JAYAWICKREME to act as Registrar of Births and Deaths of Opata division, and of Marriages (General) of Hanidum pattu division, in the Galle District of the Southern Province, for two days from September 30, 1930, during the absence of the Registrar, VIDANA PATIRANAGE PICHORIS, on leave. Place of office: Dolahalawatta in Wirapana.

HUBERT SERASINGHA to act as Registrar of Births and Deaths of Pelena division, and of Marriages (General) of Wellgam korale division, in the Matara District of the Southern Province, on September 30, 1930, during the absence of the Registrar, PEERIS MENDIS SAMARAWICKRAMA, on leave. Place of office: Bogahawatta in Pelena.

ALBERT ABEYSUNDARA DISANAYAKA WEERAKOON to act as Registrar of Births and Deaths of Pallegama division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for twelve days from October 2, 1930, during the absence of the Registrar, PELAWATTEGAMAGE JAMES WICKRAMASINGHE, on leave. Place of office: Welawatta in Pallegama.

ABUKATTU 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, on September 24, 1930, during the absence of the Registrar, DON JAKOBIS EDIRI-WICKRAMASURIYA, on leave. Place of office: Siyambalagahawatta in Tawaluwila.

KUNCHILAYAPPODI TAMBIRASA to act as Registrar of Births and Deaths of Eravur pattu south division, and of Marriages (General) of Eravur pattu division, in the Batticaloa District of the Eastern Province, for twenty days from September 24, 1930, during the absence of the Registrar, MYLIPPODI KUNCHILAYAPPODI, on leave. Place of office: Eravur stations: Tannamunai and Pankudaveli.

EKANAYAKA MUDIYANSELAGE BANDA to act as Registrar of Births and Deaths of Pahalawisideke korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, on September 25, 1930, during the absence of the Registrar, MAYABANDARA JAYASEKARA MUDIYANSELAGE TIKIRI BANDA AMBAHERA, on leave. Place of office: Uduweryiya.

WIJESINGHE MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Tiragandahe West korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, on September 30, 1930, during the absence of the Registrar, ARGAMA HITTHAMILLAGE DINGIRI BANDA, on leave. Place of office: Wanduragala.

DENIRIPEYE IBALAGAMAGE JUWANIS APPUHAMY to act as Registrar of Births and Deaths of Wellawaya division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for ten days from September 26, 1930, during the absence of the Registrar, BALASURIYAGE DON SIMON DHARMAPALA, on leave. Place of office: Welieare.

PANANE DASSANAYAKA MUDIYANSELAGE TIKIRI BANDARA NEDUNGAMUWA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from October 1, 1930, during the absence of the Acting Registrar, FRANCIS DELGODA, on leave. Place of office: Amuwattegode-watta in Kalawana.

Registrar-General's Office, J. C. W. ROCK,  
Colombo, September 30, 1930. Registrar-General.

IT is hereby notified that ATAUDA HERATH MUDIYANSELAGE DINGIRI BANDA DAMUNUROLA, Registrar of Marriages (Kandyan and General) and of Births and Deaths of Tumpane No. 2 division, in the Kandy District of the Central Province, will, with effect from October 1, 1930, hold his office at Ambalakanatta in Ranganamuwa, instead of at Heratgawatta in Ranganamuwa, as notified in the Government Gazette No. 7,738 of October 11, 1929.

Registrar-General's Office, J. C. W. ROCK,  
Colombo, September 22, 1930. Registrar-General.

IT is hereby notified that HINGURE ARACHCHILLAGE SIRIWARDANAHAMY, Registrar of Births and Deaths of Atulugam korale east division, and of Marriages (Kandyan and General) of Three Korales, and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, will, with effect from October 11, 1930, hold his office at Warakawehenewatta in Annettilama, instead of at Gurugalagawahanawatta in Udabage, as notified in the Government Gazette No. 6,436 of April 12, 1911.

Registrar-General's Office, J. C. W. ROCK,  
Colombo, September 19, 1930. Registrar-General.

## GOVERNMENT NOTIFICATIONS.

G 635/30

APPLICATIONS on form General 187 (F2) from officers in Class I. of the Clerical Service and officers in Class II. who have passed the second efficiency bar for transfer to the post of Interpreter, District Court, Kandy, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before October 11, 1930.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 27, 1930. Colonial Secretary.

U 258/30

"THE MOTOR CAR ORDINANCE, 1927."

REGULATION made by the Governor in Executive Council under section 53 of the Motor Car Ordinance, 1927, for the Local Board area of Batticaloa.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 29, 1930. Colonial Secretary.

### REGULATION.

1. Omnibuses may be parked at the following public stands only:—

- In Puliyantivu: The portion of land between the Bazaar street, leading to the Courts and the Customs road.
- In Koddaimunai: The portion of land between Market street and the Arasadi Pillaiyer Temple premises, and bounded on the south by Eliza's lane.
- At the Railway Station Premises: The portion of land on the east of the Station approach road, included between First Cross street and the approach to the H and C Dock.

B 83/30

THE following extract from the United States Tariff Act, 1930, is published for general information:—

### SECTION 307.

#### Convict-made Goods Importation Prohibited.

All goods, wares, articles, and merchandise mined, produced, or manufactured wholly or in part in any foreign country by convict labor or/and forced labor or/and indentured labor under penal sanctions shall not be entitled to entry at any of the ports of the United States, and the importation thereof is hereby prohibited and the Secretary of the Treasury is authorized and directed to prescribe such regulations as may be necessary for the enforcement of this provision. The provisions of this section relating to goods, wares, articles, and merchandise mined, produced, or manufactured by forced labor or/and indentured labor, shall take effect on January 1, 1932; but in no case shall such provisions be applicable to goods, wares, articles, or merchandise so mined, produced, or manufactured which are not mined, produced, or manufactured in such quantities in the United States as to meet the consumptive demands of the United States.

"Forced labor" as herein used, shall mean all work or service which is exacted from any person under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 30, 1930. Colonial Secretary.

**"THE NOTARIES ORDINANCE, 1907."**

IT is hereby notified that under the provisions of section 10 of Ordinance No. 1 of 1907 His Excellency the Governor in Executive Council has withdrawn the warrant granted to Mr. Ramasamy Muttu Ramalingam to be and act as Notary Public throughout the judicial division of Kurunegala, as he has ceased to hold office within the area specified in the warrant.

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 26, 1930. Colonial Secretary.

U 224/30

**"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."**

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRELL,  
Colombo, July 29, 1930. Acting Colonial Secretary.

**SCHEDULE.**

**\*Puttalam.**

*North.*—From the northern extremity of title plan No. 84,842 eastwards along the northern boundary of the said title plan; thence along the 30 links reservation lying to the north of title plan No. 103,236, west and north of title plan No. 180,677, north of title plans Nos. 103,238, 103,239, 140,289, 175,585, 175,584 running through title plans Nos. 175,580, 174,668 and lying to the north of title plan No. 190,445 to a point 30 links south of the south-eastern corner of title plan No. 174,668.

*East.*—From the last mentioned point a line drawn south-eastwards to meet the north-eastern corner of title plan No. 66,037; thence along the eastern boundaries of title plans Nos. 66,037, 66,038, 59,380, thence along the road reservation to the east of title plans Nos. 59,383, 62,610, 137,594, 62,611, 59,384, 53,327, 62,623, 62,616, and 137,595 up to its junction with road reservation to the south of title plan No. 137,595.

*South.*—From the last mentioned point westwards along the road reservation to the south of title plans Nos. 137,595, 146,288, 189,076, 58,701, 114,943, 114,941, 114,942, 135,235, 135,234, 62,619, and 62,629 up to the landmark on the south-western corner of title plan No. 62,629.

*West.*—From the last mentioned point a line drawn north-westwards to the 1st milepost on the Puttalam-Chilam road, thence due west to the Puttalam lake, thence northwards along the Puttalam Lake as far as the flood outlet channel (P. P. 3,637), thence north-eastwards along the flood outlet channel until it meets the Western Saltern road; thence south-eastwards along the Western Saltern road to its junction with the Mannar-Puttalam road, thence along Mannar-Puttalam road northwards to the landmark on the northern boundary of lot 232 in M. S. P. P. 20, thence from the said landmark a line drawn north-eastwards to the landmark on the south-western corner of lot 6 in P. P. 5,509; thence along the western boundaries of lots 12, 11, 7, 4, and 2 in P. P. 5,509, lot 16 in P. P. 6,135, and title plan No. 84,842 as far as the starting point of the northern boundary.

U 269/30

**"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."**

BY-LAW made by the Moratuwa Urban District Council for the area within its administrative limits under sections 164 and 168 (4) (a) of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, and confirmed by the Governor in Council under section 164:

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 22, 1930. Colonial Secretary.

**BY-LAW REFERRED TO**

The percentage or rate of deduction to be deemed the probable annual average cost of insurance, repairs, maintenance, and upkeep to be deducted in the computation and assessment of the "annual value" of properties shall be eight and one-third per centum per annum.

**"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."**

BY-LAWS made by the Kalutara Urban District Council under sections 164 and 168 (4) (f), 173 and 175 of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, and confirmed by the Governor in Executive Council:

By His Excellency's command,

Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 22, 1930. Colonial Secretary.

**BY-LAWS REGARDING THE TAX ON VEHICLES AND ANIMALS.**

1. The returns required to be furnished under section 179 of the Ordinance by an owner or other person whether resident within the urban area or outside and liable or supposed to be liable to pay taxes in respect of animals or vehicles shall be made in a schedule which shall be supplied by the Council and shall be filled up and returned by the person to whom such schedule is addressed.

2. If any person, after having filled up and returned such schedule, shall acquire, keep, or use any vehicle or animal, not mentioned in such schedule, he shall, within one month of acquiring any such vehicle or animal, notify the Chairman in writing of the fact of such acquisition, and further furnish true and correct information in respect of every such vehicle or animal so acquired, kept, or used.

Whoever fails or neglects to notify the Chairman or to furnish such information as aforesaid shall be liable to a fine not exceeding twenty-five rupees.

3. Subject to the provisions of section 175 of the Ordinance any person who has furnished the schedule referred to in by-law 1 shall without further notice be liable in respect of vehicles or animals entered in such schedule, to pay the tax for the year for which such schedule is furnished and any person who has sent the written notice required by by-law 2 shall be liable to pay the tax on vehicles or animals referred to in such notice for the year in which such vehicles or animals were acquired by him or otherwise came into his possession.

4. Any person who, having furnished the schedule required by by-law 1 or the written notice required by by-law 2, claims to be exempt from the liability to pay any tax in respect of a vehicle or an animal which has been in his possession for less than 30 days in any year and is entered in or referred to in such schedule or notice shall forthwith give notice in writing to the Chairman of his claim for such exemption specifying the grounds on which such claim is made.

5. The annual tax prescribed under the provisions of section 175 of the Ordinance shall be paid on or before March 31 in every year in respect of all vehicles kept or used within the limits of the Kalutara Urban District Council and in respect of the animals if any employed in drawing them whether such vehicles have or have not been licensed under the provisions of the Vehicles Ordinance, No. 4 of 1916.

6. On payment of the annual tax the Chairman shall issue or cause to be issued in respect of every vehicle for which such tax is paid a metal plate with distinguishing letters for the several kinds of vehicles as specified in the schedule hereto and with figures denoting the year for which the plate is issued and the corresponding number in the register of vehicles. Such plate shall be fixed on a conspicuous part of the vehicle in respect of which the plate was issued.

7. Where the plate prescribed by these by-laws has not been duly affixed to any vehicle kept or used within the limits of the Kalutara Urban District Council the owner or person in charge of any such vehicle in respect of which the prescribed plate should have been so affixed shall be guilty of an offence and shall be liable to a fine not exceeding fifteen rupees.

**Schedule.**

- For every carriage of whatever description other than a cart, hackery or jinrickshaw K.C.
- For every double-bullock cart or hackery of whatever description K.D.
- For every single-bullock cart or hackery K.H.
- For every jinrickshaw K.J.
- For every bicycle or tricycle K.B.

The colour and shape of the plates shall be determined by the Chairman.

D 49/29

ORDINANCE NO. 17 OF 1869, INTITULED AN  
ORDINANCE FOR THE GENERAL REGULATION  
OF CUSTOMS IN THE ISLAND OF CEYLON.

Order.

HIS EXCELLENCY THE GOVERNOR, in exercise of the powers vested in him by section 16A of Ordinance No. 17 of 1869, intituled "An Ordinance for the General Regulation of Customs in the Island of Ceylon," has been pleased to revoke the orders under the said section specified in Schedule III. hereof and to order that the grade of persons specified in paragraphs marked (a) in Schedules I. and II. hereof be exempted from payment of Customs duty in the class of goods specified in paragraph marked (b) in the respective schedules.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 26, 1930. Colonial Secretary.

SCHEDULE I.

(a) Grade of Persons: Consular Officers of the following countries:—Argentine, Belgium, Brazil, China, Cuba, Czecho-Slovakia, Denmark, Finland, France, Germany, Greece, Italy, Japan, Latvia, Liberia, Mexico, Netherlands, Norway, Persia, Portugal, Russia, Sweden, Turkey, and United States of America.

(b) Class of Goods: All goods officially supplied by their respective Governments for the use of such Consular Officers.

SCHEDULE II.

(a) Grade of Persons: (i) *Consuls-General*, their families and suites of the following countries:—Belgium, Brazil, Germany, Greece, Latvia, Lithuania, Persia, Turkey, and the United States of America.

(ii) *Consuls "de-Carrière"*, their families and suites, of the following countries:—Argentine, Belgium, Brazil, China, Cuba, France, Germany, Greece, Italy, Japan, Latvia, Liberia, Lithuania, Mexico, Netherlands, Norway, Persia, Turkey, and United States of America.

(iii) *Vice Consuls "de-Carrière"*, their families and suites of the following countries:—Brazil, Germany, Greece, Lithuania, Persia, Turkey, and United States of America.

(b) Class of Goods: Baggage and personal effects on first arrival to take up appointment in the Island.

SCHEDULE III.

Order dated July 28, 1924 (*Gazette* No. 7,408, August 1, 1924).

Order dated March 31, 1926 (*Gazette* No. 7,520, April 9, 1926).

Order dated June 17, 1927 (*Gazette* No. 7,589, June 17, 1927).

Order dated January 3, 1929 (*Gazette* No. 7,682, January 4, 1929).

Order dated May 29, 1929 (*Gazette* No. 7,712, May 31, 1929).

Order dated October 23, 1929 (*Gazette* No. 7,743, November 1, 1929).

U 296/23

"THE MOTOR CAR ORDINANCE, 1927."

REGULATION made by the Governor in Executive Council under section 58 (1) of the Motor Car Ordinance, 1927, for the urban area comprised within the administrative limits of the Municipality of Colombo.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 23, 1930. Colonial Secretary.

REGULATION.

Regulation 1 of the regulations made under section 58 (1) of the Motor Car Ordinance, 1927, and published in *Gazette* No. 7,970 of October 19, 1928, is hereby amended by the addition of the following words:

"except in the case of omnibuses whose destination is Kandy or Negombo, which shall face 5th Cross street."

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 application has been made by the Bishop of Kandy for the lease to him of the land called Habaragalapata, in extent 8 perches, situated within the Local Board limits of Bandarawela, in Mahapalata korale of Udukinda division, Badulla District, Province of Uva, and described as lot 10BQ in final village plan No. 33, Uva, for the purpose of constructing an approach road to lot 10AK in the same final village plan.

The said land will be leased to the applicant for the said purpose without competition, for a period of 99 years and at an annual rental calculated at the rate of 6 per centum of its appraised value, viz. Rs. 2,010 per acre, and upon the condition that the lease shall be terminable forthwith without payment of compensation should the land be used without the tenor's consent for any other purpose, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

The notification in respect of lot 10BQ in final village plan No. 33, Uva, dated September 6, 1929, and published in *Gazette* No. 7,731 of September 6, 1929, is hereby cancelled.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 26, 1930. Colonial Secretary.

U 246/30

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

BY-LAW made by the Municipal Council of Kandy under sections 109 and 110 of "The Municipal Councils Ordinance, 1910," and confirmed by the Governor in Executive Council is hereby proclaimed.

By His Excellency's command,  
Colonial Secretary's Office, B. H. BOURDILLON,  
Colombo, September 24, 1930. Colonial Secretary.

BY-LAW.

By-law 19 of the Leave By-laws published in *Gazette* No. 7,219 of October 21, 1921, is hereby revoked and the following substituted therefor:—

By-law 19. (1) Minor employees rated at annual and monthly salaries, and daily paid employees, who have been continuously employed for a period of two years and upwards, and whose services warrant the concession, may, at the discretion of the Head of a Department and on the production of a proper medical certificate, be allowed sick leave on full pay up to a maximum of 14 days in the third or any succeeding year of their employment.

(2) In cases of accident arising out of their employment, provided that the injury was not brought about by their culpable carelessness all the above-named employees, irrespective of their length of service, may be allowed full pay up to a maximum of one month in a year (or 30 days in the case of daily paid employees) in addition to any sick leave on full pay for which they may be eligible. If it is considered desirable that such accident leave with full pay should be extended beyond one month, the authority of Council must be obtained.

(3) Minor employees rated at annual and monthly salaries, who have been continuously employed for a period of two years and upwards, and whose services warrant the concession, may also be allowed casual leave on full pay not exceeding 14 days in a year, or six days at any one time, at the discretion of the Head of the Department.

(4) Casual leave with pay will not be granted to daily paid employees.

(5) Minor employees rated at annual and monthly salaries include peons and coolies and other employees whose salaries do not exceed the peons' scale.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

NOTICE is hereby given, under section 15 of rules made under Article XXXVIII of the "Ceylon (Legislative Council) Order in Council, 1923," that the return and the declarations, under section 14 of the said rules, in respect of the candidature of Mr. C. S. Burns, were lodged with me on September 24, 1930, by him (he being his own Election Agent), and can be inspected at this office on week days between the hours of 9 A.M. and 4 P.M. (1.30 P.M. on Saturdays).

L. J. B. TURNER,  
Returning Officer, European Electorate (Urban).  
Statistics Office,  
Colombo, September 27, 1930.

## NOTICES CALLING FOR TENDERS.

SEALED tenders (marked on the cover "Tender for Printing" Vernacular, Rule Book in Sinhalese and Tamil) will be received by the Government Printer, Colombo, up to noon on Thursday, October 16, 1930, for composing, correcting, supplying the paper, printing, and binding 3,000 copies of the Rules and Regulations for the Guidance of Men in the Service of the Transportation Department of the Ceylon Government Railway, copy of which can be seen on application to the Government Printer during office hours.

(2) The book is to be set to royal octavo; the text to be set in 8 point type; heading of paragraphs in 11 point type. The blocks are available and can be had from this office. Proofs are to be submitted for correction to the General Manager, Ceylon Government Railway, Colombo.

(3) Binding should be half-bound with cardboard covers.

(4) The tenderers should state the period in which the work can be completed.

(5) Payments will be made by the General Manager, Ceylon Government Railway, when the 3,000 copies have been completed and delivered at his office at Maradana.

(6) The Government reserves to itself the right of rejecting or accepting any tender or tenders.

Government Printing Office,  
September 30, 1930.

H. ROSS COTTE,  
Government Printer.

SCHEDULES of rates are hereby invited for the maintenance of the following canals in the Colombo District for a period of eleven months from November, 1930, viz. —

(a) Colombo to Bolgoda. | (b) Kirillapone Canal.

2. The work included in each canal will have to be separately tendered for and undertaken on a separate agreement entered into by the District Engineer, Ragama, Torrington square, Colombo, and the contractor on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen, and all information obtained from the Office of the District Engineer, Ragama, 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.).

4. Tenders (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted separately for each service given above on forms to be obtained from the Office of the District Engineer, Ragama, Torrington square, Colombo, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed, and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Ragama, Torrington square, Colombo, endorsed on the outside "Schedule of Rates for Maintenance of Colombo to Bolgoda or Kirillapone Canal" (as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on October 20, 1930.

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

6. In the event of the contractor failing to provide materials necessary for the execution of the works within the periods named by the Engineer as he may from time to time direct. Government reserves to itself the right to supply such materials at the cost as indicated in the Government Stores Price List, plus 25 per cent., and also Customs duty, transport, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

8. Before signing the contract the successful tenderer will be required to deposit a sum of Rs. 100 (Rupees Hundred), in the Ceylon Savings Bank in the name of the Hon. the Treasurer as security for the due and faithful performance of the contract.

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

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; nor will forms of tender be issued to any person to whom the Provincial Engineer, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

S. J. KIRBY,  
for Director of Public Works.

Public Works Office,  
Colombo, September 30, 1930.

TENDERS are hereby invited for the maintenance of Mahara Jail from November 1, 1930, to September 30, 1931.

2. The work will have to be tendered for and undertaken on an agreement entered into by the District Engineer, Ragama, Torrington square, Colombo, and the contractor on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen, and all information obtained from the Office of the District Engineer, Ragama, 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.).

4. Tenders (in the shape of a percentage "Off" or "On" the prices, shown on the schedules of prices) must be submitted on forms to be obtained from the Office of the District Engineer, Ragama, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed, and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Ragama, Torrington square, Colombo, endorsed on the outside "Schedule of Rates for the Maintenance of Mahara Jail" so as to reach the offices of the foregoing officers on or before 12 noon on October 24, 1930.

5. The schedule of prices must not be altered in any way, but must be returned to the Provincial Engineer, Western Province (North), unaltered, having been duly signed and dated, together with the form of tender. Any tender received by the Provincial Engineer unaccompanied by a signed copy of the schedule of prices will be rejected.

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

7. In the event of the contractor failing to provide materials necessary for the execution of the works within the periods named by the Engineer as he may from time to time direct, Government reserves to itself the right to supply such materials at the cost as indicated in the Government Stores Price List, plus 25 per cent., and also Customs duty, transport, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

9. The successful tenderer may be called upon to deposit security for the due fulfilment of the contract in the Ceylon Savings Bank in the name of the Hon. the Colonial Treasurer within ten days of receipt of notice to do so.

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

11. 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, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

S. J. KIRBY,  
Public Works Office, for Director of Public Works.  
Colombo, September 30, 1930.

**S**CHEDULES of rates are hereby invited for the maintenance of the following canals in the Negombo District for a period of eleven months from November 1, 1930, viz. :—

- (a) Ja-ela canal.
- (b) Old Hendala canal.
- (c) Canal from Negombo to Kammal.
- (d) Canal from Colombo to Pamunugama.
- (e) Dredging Negombo canal.

2. The work included in each canal will have to be separately tendered for and undertaken on a separate agreement entered into by the District Engineer, Negombo, and the contractor on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen, and all information obtained from the Office of the District Engineer, Negombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 1.30 P.M.).

4. Tenders (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted separately for each service given above on forms to be obtained from the Office of the District Engineer, Negombo, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed, and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Schedule of Rates for Maintenance of Ja-ela Canal, Old Hendala Canal, Canal from Negombo to Kammal, Canal from Colombo to Pamunugama" (as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on *October 20, 1930*. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. In the event of the contractor failing to provide materials necessary for the execution of the works within the periods named by the Engineer as he may from time to time direct, Government reserves to itself the right to supply such materials at the cost as indicated in the Government Stores Price List, plus 25 per cent., and also Customs duty, transport, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

7. Before any contract is signed the successful tenderer will be required to deposit a sum of Rs. 100 in the Ceylon Savings Bank in the name of the Hon. the Treasurer as security for the due and faithful performance of the contract.

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

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

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

S. J. KIRBY,  
for Director of Public Works.

Public Works Office,  
Colombo, September 30, 1930.

**T**ENDERS are hereby invited for the privilege of selling light refreshments (exclusive of intoxicating liquors) to 3rd class passengers on the platform at Kahawatta Railway Station from date of acceptance of tender to September 30, 1931, subject to conditions which can be obtained on application at the Office of the General Manager of the Railway.

Tenders should reach the Office of the General Manager not later than midday on Tuesday, October 21, 1930.

General Manager's Office, E. W. HEAD,  
Colombo, September 25, 1930. Acting General Manager.

**T**ENDERS are hereby invited for the supply of bricks to the Eastern District of the Ceylon Government Railway as may be required from the date of acceptance of the tender to September 30, 1931.

2. Tenders are due at the Office of the Chairman of the Tender Board not later than midday on Tuesday, October 21, 1930.

3. All other necessary information can be obtained on application to the Railway Storekeeper, Colombo, or the District Engineer, Way and Works Department, Trincomalee.

General Manager's Office, E. W. HEAD,  
Colombo, September 30, 1930. Acting General Manager.

**T**ENDERS are invited for the purchase of timber in the area referred to in the annexed schedule.

2. Tenders should be in duplicate on the recognized form which can be obtained from the Divisional Forest Officer, Uva Division, Haputale, on application. No tender will be accepted if not made on the proper form.

3. Tenders should be posted under sealed and registered cover or be deposited in the tender box at the Office of the Conservator of Forests, Kandy, and should reach him not later than midday on Tuesday, November 4, 1930, the envelope being marked on the left hand top corner "Tenders for the purchase of Timber in the Uva Division" and signed by the tenderers. Alterations should be initialled, otherwise the tender may be treated as informal and be rejected.

4. A deposit of Rs. 100 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued.

5. Tenderers should before tendering satisfy themselves by inspection as to the trees in the area referred to in the schedule. The Forest Ranger of the Koslanda Range will point out the area and furnish all available information regarding its contents. Map showing the position of the area may be studied at the Divisional Forest Office, Haputale.

6. The successful tenderer will be required to execute a purchase agreement with the Divisional Forest Officer, Haputale, and all tenderers should read and initial a copy of the agreement at the said officer's office before or at the time of obtaining tender forms. Agreement may not be assigned or sublet without the authority of the Conservator of Forests being previously obtained in writing.

7. Before execution of the agreement the purchaser will be required to deposit a cash security of Rs. 2,000 within two weeks' notice of the acceptance of the tender.

8. Should the successful tenderer fail to carry out the requirements of clauses 6 and 7 of this notice within 14 days of receiving notice in writing from the Divisional Forest Officer that his tender has been accepted, the sum of Rs. 100 deposited by him will be forfeited to the Crown. Unsuccessful tenderers will be entitled to a refund of the amount deposited by them on application to the Divisional Forest Officer, Haputale.

9. The purchaser must not issue a power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry on the work.

10. No agreement 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 purchaser employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

11. 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 concerned in the notice calling for tenders, they should state in which division or divisions 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 or districts in which the service was rendered should be stated.

12. After executing the agreement the purchaser may commence the felling of trees, and the collection of logs, after they have been numbered at the wayside depôt referred to in the schedule annexed, where payment must be made at tendered rates for all timber extracted. Final removal will only be permitted after removal permits on the prescribed form have been issued in respect of paid for material.



13. The material found in the area will, for purposes of payment, be divided into two classes, of which class 1 will consist of satinwood, palu, milla, ranai, halmilla, and ebony, and class 2 will consist of trees of any other species which the purchaser desires to remove. Offers should be made at an inclusive rate per cubic foot for the timber in each class. A rate should also be quoted for timber to be delivered to the Forest Department as per special condition 8 below.

14. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.

15. Special rules for felling, conversion, and removal which the agreement will require to be observed are more fully specified in the special conditions advertised below and in clause 12 above. Nothing in these special conditions will render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a forest offence.

#### Special Conditions

1. Where natural boundaries do not exist the purchaser will be required to demarcate with 3 feet lines the area leased to him according to the instructions of the Divisional Forest Officer, and, if required, to divide it into compartments of not less than half a square mile.

2. The Divisional Forest Officer will periodically measure up all timber which has been collected at the wayside depôt, and payment for such timber will be required within seven days. On receipt of payment removal permits will be issued by the Divisional Forest Officer to the purchaser according to his requirements, or to persons duly authorized by him, after it has been stamped with a special stamp by or in the presence of the Divisional Forest Officer. Timber may be removed in the log or as sawn timber.

3. The purchaser shall, if called upon to do so by the Divisional Forest Officer, deposit a sum or sums of money as fixed by the Divisional Forest Officer from which the amounts due from time to time may be credited to revenue in the event of default by the purchaser to make payment when due for extracted material.

4. The minimum girth (at breast height) at which trees may be felled is 2 feet in the case of halmilla and 2½ feet in the case of other species. Fines will be imposed for the felling of any tree which is below the minimum dimensions.

5. The Conservator of Forests may remit or reduce the purchase rate on timber, which in the opinion of the Divisional Forest Officer is felling waste, defective, or of inferior quality.

6. The purchaser is at liberty to make arrangements to supply Government Departments with timber either in the log or sawn and the Forest Department is prepared to act as a medium between the Government Departments and the purchaser.

7. On the occurrence of serious irregularities the purchaser will be liable to have his security forfeited and his agreement cancelled while he will be liable to be fined for smaller irregularities.

8. If timber of any species is required by the Forest Department for any purpose, e.g., flowered satin, ebony, or satinwood of very large dimensions, such timber is to be extracted and handed over to the Department at Haputale depôt, payment being made therefor by the Department at a rate to be quoted by the tenderer in his tender for the purchase.

9. The purchaser will be allowed a period of three years commencing from the date of signing of the agreement to fell and remove the timber from the area.

10. The purchaser shall have the right to appeal to the Conservator of Forests in the event of enforcement of any of the penalties specified in these conditions, and that purchaser shall agree to accept the Conservator's decision as final and binding.

#### Schedule.

The area to be exploited, approximately 9 square miles in extent, is situated in the Okkamptiya Forest, in the Koslanda Range of the Uva Division, and is bounded on the north by cut line, east by Hulandawa oya, south by Kuda oya, and west by Kumbukkah oya. The wayside depôt is situated within the exploitation area alongside the cart road to Okkamptiya about 3 miles from the main Battala-Monragala road. Distance of transport to Haputale Railway Station from the wayside depôt is about 42 miles.

The area has not been enumerated. It contains satinwood, ranai, milla, halmilla, palu, kolon, and hulanhik, of which satinwood and palu are the predominant species. Other less known species are dunnadella, ehela, kon, kirikon, helamba, and piyari.

N.B.—No guarantee can be given as to the actual quantity of any species in the area and intending purchasers must satisfy themselves by personal inspection as to the probable outturn. They should, however, consult the Divisional Forest Officer for such detailed information as may be available.

W. E. WAIT,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, September 29, 1930.

TENDERS are invited for the purchase of timber in the area referred to in the annexed schedule.

2. Tenders should be in duplicate on the recognized form which can be obtained from the Divisional Forest Officer, Central Division, Nuwara Eliya, on application. No tender will be accepted if not made on the proper form.

3. Tenders should be posted under sealed and registered cover or be deposited in the tender box at the Office of the Conservator of Forests, Kandy, and should reach him not later than midday on Tuesday, November 4, 1930, the envelope being marked on the left hand top corner "Tenders for the Purchase of Timber in the Central Division" and signed by the tenderers. Alterations should be initialled, otherwise the tender may be treated as informal and be rejected.

4. A deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and receipt produced for the same before any form of tender is issued.

5. Tenderers should before tendering satisfy themselves by inspection as to the trees in the area referred to in the schedule. The Forest Ranger of the Naula Range will point out the area and furnish all available information regarding its contents. Map showing the position of the area may be studied at the Divisional Forest Office, Nuwara Eliya.

6. The successful tenderer will be required to execute a purchase agreement with the Divisional Forest Officer, Nuwara Eliya, and all tenderers should read and initial a copy of the agreement at the said officer's office, before or at the time of obtaining tender forms. Agreement may not be assigned or sublet without the authority of the Conservator of Forests being previously obtained in writing.

7. Before execution of the agreement the purchaser will be required to deposit a cash security of Rs. 1,000 within two weeks' notice of the acceptance of the tender.

8. Should the successful tenderer fail to carry out the requirements of clauses 6 and 7 of this notice within 14 days of receiving notice in writing from the Divisional Forest Officer that his tender has been accepted, the sum of Rs. 100 deposited by him will be forfeited to the Crown. Unsuccessful tenderers will be entitled to a refund of the amount deposited by them on application to the Divisional Forest Officer, Nuwara Eliya.

9. The purchaser must not issue a power of attorney to a person whose name is on the defaulting contractors' list, authorizing him to carry on the work.

10. No agreement 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 purchaser employ any person whose name is on the list of Crown defaulting contractors or any other person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

11. 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 concerned in the notice calling for tenders, they should state in which division or divisions 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 or districts in which the service was rendered should be stated.

12. After executing the agreement the purchaser may commence the felling of trees, and the collection of logs, after they have been numbered at the wayside depôt referred to in the schedule annexed, where payment must be made at tendered rates for all timber extracted. Final removal will only be permitted after removal permits on the prescribed form have been issued in respect of paid for material.

13. The material found in the area will, for purposes of payment be divided into two classes, of which class 1 will consist of satinwood, palu, milla, ranai, halmilla, and

ebony, and class 2 will consist of trees of any other species which the purchaser desires to remove. Offers should be made at an inclusive rate per cubic foot for the timber in each class. A rate should also be quoted for timber to be delivered to the Forest Department as per special condition 8 below.

14. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.

15. Special rules for felling, conversion, and removal which the agreement will require to be observed are more fully specified in the special conditions advertised below and in clause 12 above. Nothing in these special conditions will render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a forest offence.

#### SPECIAL CONDITIONS.

(1) Where natural boundaries do not exist the purchaser will be required to demarcate with 3 feet lines the area leased to him according to the instructions of the Divisional Forest Officer, and if required, to divide it into compartments of not less than half a square mile.

(2) The Divisional Forest Officer will periodically measure up all timber which has been collected at the wayside depôt, and payment for such timber will be required within seven days. On receipt of payment removal permits will be issued by the Divisional Forest Officer to the purchaser according to his requirements, or to persons duly authorized by him, after it has been stamped with a special stamp by or in the presence of the Divisional Forest Officer. Timber may be removed in the log or as sawn timber.

(3) The purchaser shall, if called upon to do so by the Divisional Forest Officer, deposit a sum or sums of money as fixed by the Divisional Forest Officer from which the amounts due from time to time may be credited to revenue in the event of default by the purchaser to make payment when due for extracted material.

(4) The minimum girth (at breast height) at which trees may be felled is 2 feet in the case of halmilla and 2½ feet in the case of other species. Fines will be imposed for the felling of any tree which is below the minimum dimensions.

(5) The Conservator of Forests may remit or reduce the purchase rate on timber, which in the opinion of the Divisional Forest Officer is felling waste, defective, or of inferior quality.

(6) The purchaser is at liberty to make arrangements to supply Government Departments with timber either in the log or sawn and the Forest Department is prepared to act as a medium between the Government Departments and the purchaser.

(7) On the occurrence of serious irregularities the purchaser will be liable to have his security forfeited and his agreement cancelled while he will be liable to be fined for smaller irregularities.

(8) If timber of any species is required by the Forest Department for any purpose, e.g., flowered satin, ebony or satinwood of very large dimensions, such timber is to be extracted and handed over to the Department at Matale Depôt, payment being made therefor by the department at a rate to be quoted by the tenderer in his tender for the purchase.

(9) The purchaser will be allowed a period of one year commencing from the date of signing of the agreement to fell and remove the timber from the area.

(10) The purchaser shall have the right to appeal to the Conservator of Forests in the event of enforcement of any of the penalties specified in these conditions and that purchaser shall agree to accept the Conservator's decision as final and binding.

#### Schedule.

(1) The area to be exploited is approximately 1 square mile in extent and situated in the Welituduwa forest in the Naula Range of the Central Division; bounded on the north, east, and south by cut lines, and on the west by a stream. The wayside depôt is situated near the 9th milepost on the Naula-Elehera road. The distance of transport from the felling area to the wayside depôt does not exceed 4 miles and to Matale Railway Station about 26 miles.

(2) The area has not been enumerated. It contains satinwood, milla, and hulanhik, of which satinwood is the predominating species.

N.B.—No guarantee can be given as to the actual quantity of any species in the area, and intending purchasers must satisfy themselves by personal inspection as to

probable outturn. They should, however, consult the Divisional Forest Officer for such detailed information as may be available.

W. E. WAIT,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, September 29, 1930.

TENDERS are hereby invited for the under-mentioned supply of firewood to the Jaffna Depôt during 1930-32. Details of work and the area of exploitation are given in the schedule below.

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

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

4. Tenders should be marked "Tender for Supply of Firewood to Jaffna Depôt, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 4, 1930.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of not less than Rs. 1,000 or more than ten per cent. of the value of the work will or may be required of the contractor when entering into the bond.

9. A rate per ton of firewood must be quoted, both in words and figures, (a) for one year or (b) for two years.

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 the tenders, and of accepting any portion of a tender, not necessarily the lowest tender and of accepting a tender for one year or for two years at its discretion.

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

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

14. Tenderers before tendering should inspect the area of operation as shown in the schedule.

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

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

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

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

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

#### GENERAL CONDITIONS.

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

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

(c) Felling will not be permitted in more than one block at a time. Fellings will not be permitted in the second block before the first is completed. The contractor shall not commence fellings in a fresh block without the written permission of the Range Forest Officer, Jaffna.

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

All trees should be felled as low as possible the stump left should not exceed 6 inches above the ground.

(e) Transport by carts within the area should invariably be confined to the demarcated cut lines.

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

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

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

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

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

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

(l) Nothing in this contract shall preclude the Divisional Forest Officer from taking action in accordance with the provisions of the Forest Ordinance (No. 16 of 1907), against the contractor for felling or allowing his coolies to fell any tree within or outside his area of contract which should not be felled in accordance with the conditions of the said contract or without the necessary permit prescribed by the said Ordinance.

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

#### SCHEDULE.

##### Service A.—Mandakalar.

To fell every tree 6 inches from the ground, excepting those numbered and marked by a Forest Officer, in four blocks comprising 200 acres in extent of the Mandakalar Reserve. The area of exploitation is west of the area worked by Thambidurai on Purchase Agreement No. 3 of 1929-30; and bounded on the north, south, and west by cut lines. Under no circumstances are the cut lines to be blocked up.

2. To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area so as to yield 7,500 tons of firewood (more or less) with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to the Jaffna Customs and delivered stacked at the Forest Department Dépôt as the

Dépôt-keeper in charge may direct at an average rate of 315 tons per mensem. The work should commence as soon as the contract is signed, and the final delivery should be made on or before September 30, 1932, when any balance firewood remaining out of the total quantity should be delivered. Distance of transport to Mandakalar is about  $1\frac{1}{2}$  miles, and 20 miles by sea to the Jaffna Dépôt.

##### Service B.—Mandakalar (Palavi).

To fell every tree 6 inches from the ground, excepting those numbered and marked by a Forest Officer in seven blocks comprising 350 acres in extent of the Mandakalar Reserve. The area of exploitation is west of the area worked by Muthuthamby on Purchase Agreement No. 2 of 1929-30; and bounded on the north, south, and west by cut lines. Under no circumstances are the cut lines to be blocked up.

2. To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area so as to yield 6,500 tons of firewood (more or less) with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to the Jaffna Customs and delivered stacked at the Forest Department Dépôt as the Dépôt-keeper in charge may direct at an average rate of 275 tons per mensem. The work should commence as soon as the contract is signed, and final delivery should be made on or before September 30, 1932, when any balance firewood remaining out of the total quantity should be delivered. Distance of transport to the Palavi beach is about 2 miles, and 20 miles by sea to the Jaffna Dépôt.

W. E. WAIT,

Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, September 30, 1930.

TENDERS are hereby invited for the service described in the schedule and general conditions annexed.

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

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

4. Tenders should be marked "Tender for Supply of Timber, North-Central Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, October 21, 1930.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of 10 per cent. of the value of the contract will be required of the contractor when entering into the bond.

9. Separate rates (a) per tree for felling all enumerated trees, (b) per cubic foot for logging, barking, trimming, and transporting outside the area all sound logs other than ebony to a dépôt pointed out in Etakada village by the Forest Officer, and (c) per cubic foot of peeled heartwood of ebony, completely freed of sapwood, logged, trimmed, and transported outside the area to the dépôt referred to, should be quoted written both in words and figures.

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

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

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

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

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

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, North-Central Division, Anuradhapura.

16. Tenderers before tendering should inspect the area of operation as shown in the schedule.

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

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

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

#### General Conditions.

(a) Trees are to be felled within 6 inches from the ground with the saw alone. Work shall commence within one week of signing the contract.

(b) Only such trees as are marked and stamped by a Forest Officer shall be felled by the contractor and only such felled trees as may be passed as sound and fit by a Forest Officer shall be barked, trimmed, and logged into the longest possible lengths with saw alone.

(c) Felling shall proceed steadily and systematically straight across the area commencing from the north to the south, and for any indiscriminate felling the contractor will be liable to a fine according to the discretion of the Divisional Forest Officer.

(d) The contractor is required to take all necessary precautions for avoiding damage to other trees when felling and for any failure to observe this requirement the contractor shall be liable to pay fines for the damage caused or pay the royalty value of the timber so damaged or both.

(e) Logs shall be barked and trimmed before delivery at the final delivery depôt. Each end shall be sawn with a clean face at right angles to the axis of the tree. Payment will be made only on measurements taken after such operations.

(f) Rejected timber will not be paid for, except in felling and will lapse to Government with all refuse wood in the area under operation. The contractor shall have no claim in respect of any material sold as rejection, nor for any rejected timber transported by him.

(g) The contractor will be liable to a fine not exceeding Rs. 5 for every tree not felled on or before April 15, 1931. He will also be liable to a similar fine for every log undelivered at the final delivery depôt by November 30, 1931.

(h) Cart tracks, where necessary, should be opened by the contractor. Cart tracks within the forest should, as far as practicable, follow the cut lines.

(i) The contractor shall observe the provisions of by-law 9 (a) under section 18 of Vehicles Ordinance, No. 4 of 1916, which runs as follows:—

"It shall not be lawful to 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."

(j) Nothing in this contract shall preclude the Divisional Forest Officer from taking action in accordance with the provisions of the Forest Ordinance (No. 16 of 1907), against the contractor for felling or allowing his coolies to fell any tree within or outside his area of contract, which should not be felled in accordance with the conditions of the said contract, or without the necessary permit prescribed by the said Ordinance.

(k) Failure on the part of the contractor to carry out the work efficiently and maintain regular deliveries shall render him liable after formal warning, to have his contract closed

and to be fined a sum which will not exceed the sum deposited by him as security.

#### SCHEDULE.

To fell with saw 554 trees (more or less) consisting of approximately 129 ebony, 374 palu, and 51 milla, halmilla, ranai, satin, and hulanhik of an average girth of 5 feet standing enumerated in an area of about 2 square miles to be excised from Etakada Proposed Reserve in Nuwaragam Range; and bounded on the north by village footpath from Etakada *vid* Panditagama tank to the palata boundary, east by the palata boundary, south by Madawachchi-Kebitigollewa road, and west by Etakada-Etambagaskada road. To convert into logs only such felled trees as may be passed as sound and fit by a Forest Officer, bark, trim, and transport the converted logs outside the area to a way-side depôt at Etakada village as may be pointed out by the Forest Officer. No log will be allowed to be removed as felling goes on and logs shall be removed only on cart notes duly issued by the Forest Officer. In the case of ebony, sapwood should be completely removed and peeled properly and payment will be made only for heartwood transported and delivered outside the area.

Distance of transport is about 2 to 4 miles.

W. E. WAIT,

Acting Conservator of Forests.

Office of the Conservator of Forests,

Kandy, September 30, 1930.

TENDERS are hereby invited for the purchase of all timber and firewood standing within the demarcated coupe referred to in the schedule below, and for the supply thence of 3,600 cubic yards of firewood to the Railway at Ambalangoda.

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 purchase and Supply of Fuel from Mandakanda Block" 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, October 28, 1930.

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

6. A deposit of Rs. 20 for the service 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.

7. Tenders should satisfy themselves by inspection before tendering as to the volume of the enumerated trees and the yield of the respective coupes referred to in the annexed schedule, the figures given therein are liable to a margin of error which the Forest Department will in no circumstance make good.

8. It will be incumbent on the successful tenderer to remove all timber and firewood from the area before the expiry date.

9. The successful tenderer will be required to execute (i.) a purchase agreement for the timber and fuel and (ii.) a contract for the prompt supply of fuel to the Railway, and all tenders should read and initial copies of this agreement and contract and a plan of the coupe at the Office of the Divisional Forest Officer, Galle, when obtaining tender forms.

10. Before execution of the agreement the purchaser will be required (a) to pay either the full purchase amount, or if paying by instalments 40 per cent. thereof; (b) to deposit as security for efficient and punctual fulfilment of the agreement, 20 per cent. of the full purchase amount tendered. If paying by instalments, the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 3 and 4 of the special conditions set out below in this notice. But a credit advance for 600 cubic yards of firewood to be supplied will be allowed to the successful tenderer, against his initial deposit.

11. After payment of the first instalment of the purchase price, deposit of the security and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 9 and 10 of this notice within fourteen days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited will be forfeited to the Crown. The successful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

12. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under the contract.

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

14. 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.

15. 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 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 the contract.

16. Tenderers should make their offers, written in both figures and words, for a lump sum for the purchase of timber and fuel, and at a rate per cubic yard for supply of firewood to the Railway.

17. The upset price for the coupe is Rs. 3,000, and no tender below this figure need expect consideration.

18. No tender will be considered unless the procedure laid down above has been strictly complied with. 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.

19. The special rules for felling, conversion, and removal, which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a forest offence outside the boundaries of his purchased coupe.

20. For any further information, and for the inspection of the draft contract, application should be made to the Divisional Forest Officer, Southern Division (West), Galle.

21. 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.

#### SPECIAL CONDITIONS.

(1) All trees to be felled within 1 ft. of the ground.

(2) (a) The duration of the agreement shall be nine months from the date of the acceptance of the tender, as intimated by a letter from Divisional Forest Officer.

(b) On payment of the full purchase amount the purchaser will be entitled to fell and remove on or before the expiry date in the manner specified below, all firewood and timber contained in the purchased coupe. Any firewood not removed by the expiry date, shall *ipso facto* revert to the Crown.

(3) If the purchaser desires to pay by instalments payment of a first instalment of 40 per cent. of the full purchase price tendered shall entitle him to fell and remove one-third of the trees in the coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove not more than two-thirds of the total number of trees.

(4) The purchaser shall pay for the second instalment, or in all 70 per cent. of the full purchase price, within four months, and the third and the final instalment within seven months of the date of execution of the agreement. Should the purchaser fail to pay the second and final instalment when due, it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default. Any unremoved timber will revert to the Crown as from the date of such cancellation and the purchaser will forfeit all claims thereto.

(5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition 2,

nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

(6) The purchaser will be required to spread the branchwood evenly over the coupe immediately after conversion, so as to leave no bare patches liable to soil erosion.

(7) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.

(8) The purchaser or his agent or his workmen shall not damage any boundary pillars or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be recleared by the purchaser.

(9) A general removal permit will be issued by the Divisional Forest Officer authorizing the purchaser to remove the firewood standing in one-third of the trees according to the purchaser amount paid, *vide* conditions 3 and 4 in such daily quantities as will be specified in cartnotes which must accompany each and every cart track in transit. The Forest Ranger or Forest Overseer or the Forest Guard will measure up the wood which is ready for removal twice a week between 9.30 A.M. and 3.30 P.M. and will issue the necessary cartnotes which shall accompany each and every cart in transit.

(10) The purchaser shall agree that, in the event of security money having become exhausted, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 10 per cent. of the full tendered purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as remains after deducting the value of firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood shall be reckoned at full royalty rates.

(11) The purchaser shall have the right of appeal to the Conservator of Forests in the event of the enforcement of any of the penalties specified in the conditions, and the purchaser shall agree to accept the Conservator's decision as final and binding.

(12) The purchaser shall be required to cut all materials in the coupe in the coppice system by four distinct operations as follows:—

#### Operation 1.

All herbaceous and undergrowth other than tree growth shall be cut out. This operation shall commence along the full length of one boundary of each coupe and proceed in a straight line to the opposite boundary of that coupe. The whole area of each coupe must thus be covered including those portions, if any, which contain no tree growth.

#### Operation 2.

All trees seedlings and saplings which are under one inch diameter shall be coppiced out within two inches of the ground by means of sharp cutties or any other instrument authorized by the Divisional Forest Officer. This operation shall commence from and proceed to the same boundaries and in the same alignments as operation 1. Not less than three days shall have elapsed between the execution of operation 1 and the commencement of operation 2 in any portion of the area, and there shall be an interval on the ground of not less than one chain between operations 1 and 2 except where the terminating boundary is reached.

#### Operation 3.

All saplings which are over one inch in diameter and not exceeding eight inches diameter shall be felled within twelve inches of the ground, and on the day of felling the stools shall be coppiced by means of sharp adzes cleanly and flush with the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 2, as the latter is required to proceed with in relation to operation 1.

#### Operation 4.

All trees over eight inches in diameter shall be felled within two inches of the ground, and within three days of felling all the stools which are between eight inches and fifteen inches diameter shall be coppiced cleanly and to within one inch of the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 1.

Separate working parties shall be assigned to these four separate operations, and separate workmen shall be detailed to keep the coppicing tools invariably sharp. The purchaser shall either exercise such personal supervision as will ensure this work being executed efficiently, or employ an efficient supervisor.

(13) If coppicing at any stage of the operations, after the work has commenced is not carried out rigidly as indicated above and is considered unsatisfactory by the Divisional Forest Officer he shall discontinue the issue of

permits for removal of timber and firewood until the work is satisfactory: If the work continues to be unsatisfactory after two warnings the Divisional Forest Officer may at his sole discretion stop all felling and removal, cancel the agreement, and confiscate the security and all instalments paid up-to-date.

(14) Firewood being supplied to the Railway shall be delivered neatly and tightly stacked at or near Ambalangoda Railway Station at the point or points indicated by the Forest Ranger.

(15) The first 600 cubic yards of firewood must be ready for delivery on the line on or before December 15, 1930. 2,000 cubic yards must have been supplied by March 31, 1931, and at least 15 acres handed over properly cleared and coppiced and the balance 1,600 cubic yards on or before September 15, 1931, when the contract shall definitely be closed.

(16) The numbers of all carts or lorries used by the contractor shall be registered on a list to be kept by the Forest Ranger, and no unregistered carts or lorries shall be used.

(17) The contractor shall be liable up to a maximum of Rs. 150 for damage caused to any District Road Committee, Gansabhawa or other village road regularly used by him, if damaged by his transport. Damage will be assessed if necessary by the Government Agent and the Divisional Forest Officer together.

#### SCHEDULE.

The coupe to be purchased and exploited is approximately 42 acres in extent and is estimated to contain 375 trees of timber species over 3 ft. 6 in. in girth, and about 4,000 cubic yards of firewood. The coupe is situated in Mandakanda forest, a part of Uragama Proposed Reserve, and can be pointed out by the Range Forest Officer, Uragama Range. Distance of transport to Ambalangoda Railway Station is about 8 miles, 3½ miles by Gansabhawa road, and 4½ miles by Public Works Department road.

W. E. WATT,

Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, October 1, 1930.

SEPARATE tenders are hereby invited for the following services during the financial year 1930-31, at any points between the mileposts stated below:—

(a) Supply of firewood of approved dry timber (in lengths of not more than 18 inches and in diameter not more than 6 inches).

(b) Supply of sand.

- 8-12 miles, Colombo-Toppu road.
- 12-16 miles, Colombo-Toppu road.
- 16-22 miles, Colombo-Toppu road.
- 22-27 miles, Colombo-Toppu road.
- 13-20 miles, Ja-ela-Kotadeniya road.
- 20-28 miles, Ja-ela-Kotadeniya road.
- 28-29 miles, Ja-ela-Kotadeniya road.
- 3-14 miles, Mahahunupitiya-Divulapitiya road.
- 2-8 miles, Negombo-Kotadeniya road.
- 8-13 miles, Negombo-Kotadeniya road.
- 13-18 miles, Negombo-Kotadeniya road.
- 2-8 miles, Negombo-Minuwangoda road.
- 15-21 miles, Ekala-Gampaha road.
- 1-4 miles, Dunagaha-Nilpanagoda road.
- 1-6 miles, Kochchikade-Halpe road.
- 1-9 miles, Negombo-Alutapola road.
- 1-5 miles, Sayakaramulla-Badalgama road.

Public Works Department yard, Negombo.

2. Bill of quantities and form of agreement can be seen, and all other information obtained from the District Engineer, Negombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 1.30 P.M.).

3. Tenders must be submitted on forms to be obtained from the Office of the District Engineer, Negombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Tenders for the supply of Firewood" or "Tenders for the Supply of Sand" (as the case may be) so as to reach the offices of the foregoing officers on or before October 15, 1930.

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

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

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, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

7. The successful tenderer may be called upon to deposit cash security in respect of each service for the due fulfilment of the contract in the Ceylon Savings Bank in the name of the Hon. the Colonial Treasurer within ten days of receipt of notice to do so.

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

S. J. KIRBY,

Public Works Office, for Director of Public Works,  
Colombo, September 23, 1930.

## VITAL STATISTICS.

### Registrar-General's Report on Vital Statistics of the City of Colombo for the Week ended September 27, 1930.

**Births.**—The total births registered in the city of Colombo in the week were 161 (2 Europeans, 12 Burghers, 102 Sinhalese, 19 Tamils, 14 Moors, 7 Malays, and 5 Others). The birth rate per 1,000 per annum (calculated on the estimated population on July 1, 1930, viz., 270,700) was 31.0, as against 32.0 in the preceding week, 27.7 in the corresponding week of last year, and 32.5 the weekly average for last year.

**Deaths.**—The total deaths registered were 128 (12 Burghers, 62 Sinhalese, 23 Tamils, 21 Moors, 6 Malays, and 4 Others). The death rate per 1,000 per annum was 24.7, as against 26.4 in the previous week, 32.5 in the corresponding week of last year, and 30.9 the weekly average for last year.

**Infantile Deaths.**—Of the 128 total deaths, 17 were of infants under one year of age, as against 25 in the preceding week, 31 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 12.

**Principal Causes of Death.**—1. (a) Six deaths from *Pneumonia* were registered, 3 in Maradana hospitals and 1 each in St. Paul's, New Bazaar, and Maradana North, as against 16 in the previous week and 22 the weekly average for last year.

(b) Four deaths from *Influenza* were registered; 1 each in St. Paul's, New Bazaar, Maradana North, and Kollupitiya, as against 1 in the previous week and 9 the weekly average for last year.

(c) Six deaths from *Bronchitis* were registered, 2 in Maradana hospitals and 1 each in Kotahena North, New Bazaar, Kollupitiya, and Wellawatta South. The number registered during the preceding week was also 6 and the weekly average for last year was 3.

2. (a) Eight deaths from *Phthisis* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents), 2 in Maradana North, and 1 each in Kotahena South, New Bazaar, and Wellawatta South, as against 9 in the previous week and 11 the weekly average for last year.

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

3. Three deaths from *Enteric Fever* were registered, 2 in Maradana hospitals (including 1 death of a non-resident) and 1 in Maradana North, as against 2 in the previous week and 4 the weekly average for last year.

4. One death from *Plague* was registered in New Bazaar, as against nil in the previous week.

5. Thirteen deaths from *Enteritis* were registered, 9 from *Debility*, 4 each from *Dysentery* and *Accidents*, 2 each from *Diarrhoea*, *Infantile Convulsions*, and *Puerperal Septicæmia*, 1 from *Worms*, and 63 from *Other Causes*.

6. **Reported Cases.**—Twenty-five cases of *Chickengpox*, 8 of *Enteric Fever*, and 1 of *Plague* were reported during the week, as against 10, 7, and nil, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 80.1°, against 81.0° in the preceding week and 79.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.915 in., against 29.940 in. in the preceding week and 29.825 in. in the corresponding week of the previous year. The total rainfall in the week was 1.70 in. against 0.96 in. in the preceding week and 3.84 in. in the corresponding week of the previous year.

Registrar-General's Office, P. D. RATNATUNGA,  
Colombo, September 30, 1930. for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE IMPERIAL MOTOR GARAGES, LIMITED.

1. The name of the Company is "THE IMPERIAL MOTOR GARAGES, LIMITED."

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

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

(a) To acquire and take over as a going concern the business now carried on in Kandy by GEORGE POWELL HAY under the name, style, and firm of "THE KANDY IMPERIAL MOTOR WORKS."

(b) To carry on the business of motor car importers, dealers, manufacturers, and repairers in all their respective branches and of mechanical engineers and manufacturers, importers, exporters, and dealers in implements and machinery of every description, garage keepers, metal workers, smiths, wood workers, carriage, motor, and other vehicle builders, painters, electrical engineers, carriers, merchants, petrol suppliers, and commission agents and to buy, sell, hire, manufacture, repair, and deal in motor cars, motor cycles, aeroplanes, and other mechanically propelled vehicles of every description and their accessories, machinery, implements, and materials of all kinds and to own, operate, or hire out vehicles, either as taxi-cabs or cars, for private or public hire, omnibuses, or tramcars, and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.

(c) To purchase, take on lease, or in exchange, hire, or otherwise acquire any movable and immovable property, and any rights or privileges which the Company may think necessary or expedient for the purpose of its business and in particular any lands, buildings, works, easements, machinery, plant, stock-in-trade, rolling stock, live stock, wharves, warehouses, offices, ships, steam vessels, boats, barges, and launches, patents, inventions, privileges, monopolies, licences, concessions, or processes and the like and any other right or powers conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention available for use in connection with any of the objects of the Company.

(d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit and to grant pensions or gratuities to any such or the widow or children of any such.

(e) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.

(f) To hire, lease, or purchase land either with any other person or company or otherwise and to erect a factory and other buildings thereon or on any land already leased by the Company at the cost of the Company and such other person or company or otherwise.

(g) To lease any factory or other buildings from any company or person.

(h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (f).

(i) To let, lease, sell, exchange, or mortgage the Company's business, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities, for money, shares, debentures, or securities, in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

(j) To borrow or receive on loan money for the purpose of the Company upon security of cash credit bonds or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including un-called capital), or not so charged, as shall be thought best.

(k) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances,

liens, or securities of or belonging to or made or issued by the Company or effecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

(l) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

(m) To unite, co-operate, amalgamate, or enter into partnership or any arrangements for sharing profits or union of interests or any other arrangements with any person or company already engaged in or hereafter to be established for the purposes of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company, or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.

(n) To acquire by purchase in money, or otherwise shares or bonds in and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.

(o) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.

(p) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.

(q) 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.

(r) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.

(s) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another or otherwise howsoever with power to issue shares either fully or partly paid up for such purpose.

(t) To accept as consideration for the sale or disposal of any lands real or personal, immovable or movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.

(u) 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.

(v) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to, or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred Thousand Rupees (Rs. 200,000), divided into 20,000 shares of Ten Rupees each with power to increase or reduce the capital. The shares forming the capital (original, increased,

or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of the Subscribers.	Number of Shares taken by each Subscriber.
GEORGE POWELL HAY, Kandy	.. One
ERNESTINE ELIZABETH HAY, Kandy	.. One
DOROTHY CONSTANCE HAY, Kandy	.. One
ELSIE OLWEN HAY, Kandy	.. One
ALLAN PERCIVAL HAY, Kandy.	.. One

Witness to all the above signatures, at Kandy, this Sixteenth day of August, 1930 :

CHAS. VANDERWALL,  
Proctor, Supreme Court.

JOHN WILSON, 87, Dam street, Colombo ..	One
JOSEPH VINCENT HAMER, "Caledon," Barnes place, Cinnamon Gardens, Colombo ..	One

Witness to the above two signatures, at Colombo, this Twenty-third day of August, 1930.

CLEMENT A. S. MATHER,  
Proctor, Supreme Court.

#### ARTICLES OF ASSOCIATION OF THE IMPERIAL MOTOR GARAGES, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on, the shares of the Company.

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Imperial Motor Garages, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

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

#### BUSINESS.

2. The business of the Company shall be carried on by, or under the management or direction of, the Directors and subject only to the control of General Meetings, in accordance with these presents.

#### CAPITAL.

3. The nominal capital of the Company is Rupees Two hundred Thousand (Rs. 200,000) divided into 20,000 shares of Rupees Ten each.

4. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amount per share, and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges or, conditions attached thereto as such resolution shall direct and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

#### SHARES.

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

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

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

10. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of the capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting



a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any property or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such property or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

14. Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share, but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

15. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in such shares.

16. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clauses 34 and 35 to become a Shareholder in respect of any share.

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

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

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

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

#### CALLS.

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

22. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of actual payment.

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time hereafter exceeds the amount of the calls then

made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, six per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

33. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

#### TRANSMISSION OF SHARES.

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

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer shall, upon securing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained to be registered as a Shareholder in respect of such shares; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

36. If any person who shall become entitled to be registered under clause 35, in respect of any share on which the Company has any lien, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

## SURRENDER AND FORFEITURE OF SHARES.

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

38. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

39. Any Shareholder whose shares have been so declared forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, premia, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

40. Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

The Directors may, in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

43. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares, held by such holder or joint-holders or in respect of any other debt, or claim, and whether due from any such holder individually or jointly with others, including all calls which the Directors shall have resolved to make, although the times appointed for the payment thereof shall not have arrived; and where any share is held by more persons than one the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such person. And the Directors may decline to register any transfer of shares subject to such charge or lien.

44. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the

Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose shares the lien exists be in England or elsewhere abroad sixty days' notice shall be allowed him.

45. The nett proceeds of any such sale be applied in or towards satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such Shareholder or his representatives.

46. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 44 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

47. Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

## PREFERENCE SHARES.

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

49. If at any time, by the issue of preference shares or otherwise, the capital is divided into shares of different classes, then the holders of any class of shares may by a special resolution passed at a meeting of such holders consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

50. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member not being a Director shall be entitled to notice thereof, or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

## BORROWING POWERS.

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

52. With the sanction of a General Meeting the Board shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

53. For the purpose of securing the repayment of any such money so borrowed or raised for any other purpose the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligation of the Company, charged upon all or any part of the undertaking, revenue, lands, property, right, and assets of the Company, both present and future, including uncalled capital or unpaid calls, or may make accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

54. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the

Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

55. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

#### GENERAL MEETINGS.

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

57. Subsequent General Meetings shall be held once in every year, at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, then at such place and at such time as soon after the first day in each year as may be determined by the Directors.

58. The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

59. The Directors may, whenever they think fit call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than five of the Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate four-sevenths part of the shares of the Company for the time being subscribed for.

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

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

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

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

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

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

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

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

67. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting the meeting if convened by or upon the requisition of Shareholders shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and

place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum and may transact the business for which the meeting was called.

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

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

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

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

#### VOTING AT MEETING

72. At any meeting every resolution shall be decided in the first instance by a show of hands, and in case there shall be an equality of votes the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried and an entry to that effect in the Minute Book of the Company shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

74. The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

76. On a show of hands every Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. 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.

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

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

79. No Shareholder shall be entitled to vote or speak at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder or person acquiring by marriage shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting at which he proposed to vote or speak.

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

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

82. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor, or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

*The Imperial Motor Garages, Limited.*

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

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

84. 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.

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

**DIRECTORS.**

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

The qualification of a Director shall be his holding in his own right at least twenty shares in the Company of any class upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As remuneration for their services the Directors shall be entitled to appropriate a sum of Nine hundred Rupees per annum to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to.

87. The first Directors shall be Doctor George Powell Hay of Kandy, John Wilson of Colombo, and Allen P. Hay of Kandy 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.

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

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

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

**ROTATION OF DIRECTORS.**

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

90. At the First Ordinary General Meeting of the Company all the Directors shall retire from office and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

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

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

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

94. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

95. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

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

98. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the secretary or by leaving the same at the registered office of the Company or by tendering his written resignation at a meeting of the Directors and on the acceptance of his resignation by the Directors, but not before his office shall become vacant.

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

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

101. No contribution shall be required from any present or past Director or Manager, exceeding the amount if any unpaid on the shares in respect of which he is liable as a present or past Shareholder.

**DISQUALIFICATION OF DIRECTORS.**

102. The office of Director shall be vacated—

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold the required number of shares to qualify him for the office.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, of which he is a Director or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents or secretaries, or solicitors

of the Company; nevertheless, he shall not vote in respect of any contract, work, or business in which he may be personally interested.

#### POWERS OF DIRECTORS.

103. The Directors shall have power to acquire and take over as a going concern the business now carried on in Kandy by George Powell Hay under the style or firm of "The Imperial Motor Works" and all or any of the assets and liabilities of the said George Powell Hay in connection therewith and to carry into effect the lease, purchase, or acquisition of any lands or property they may think fit, or any share or shares thereof.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, or secretary or secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said property and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon and no person shall act in any manner as a Director whilst resident temporarily or otherwise outside Ceylon except by special sanction of the Board where such Director is engaged out of Ceylon on the Company's business.

105. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable and may pay the expenses occasioned thereby out of the funds of the Company and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

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

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

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

108. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents, on behalf of and to further the interests of the Company.

109. The seal of the Company shall not be used or affixed to any deed or instrument except in the presence of two or more of the Directors or of one Director and the Secretary or Secretaries of the Company who shall attest the sealing thereof; such attestation on the part of the Secretaries in the event of a firm or corporation being the

Secretaries being signified by a partner or duly authorized Manager, Attorney, or Agent of the said firm or corporation signing for and on behalf of the said firm or corporation as such Secretaries.

110. It shall be lawful for the Directors if authorized so to do by the Shareholders in General Meeting to arrange terms for the amalgamation of the Company with any other company or companies or individual or individuals or for the sale or disposal of the business, property, and effects of the Company or any part or parts, share or shares thereof, respectively, to any company or companies or person or persons, upon such terms and in such manner as the Directors shall think fit and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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 dissolution of the Company the Company shall be dissolved to that end.

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

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

#### PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the dispatch of business adjourned, and otherwise regulate their meetings at such places and times and in such manner as they may think fit and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

114. The Board may elect a Chairman of their meeting 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 in that case the Directors present shall choose one of their number to be Chairman of such meeting.

115. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereof shall have a casting vote in addition to his vote as a Director.

116. 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.

117. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.

118. The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

119. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

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

- (1) Of all appointments, (a) of officers, and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

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

#### ACCOUNTS.

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

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

124. At the Ordinary General Meeting in every year, the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

125. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged

under the heads appearing in the form annexed to the table referred to in schedule C to "The Joint Stock Companies Ordinance, 1861," or as near thereto as circumstances admit.

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

127. A printed copy of such balance sheet shall at least seven days previous to such meeting be delivered at or posted to the registered address of every Shareholder.

#### AUDIT.

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

129. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

130. The Directors shall appoint the first Auditor of the Company and fix his remuneration. He shall hold office till the First General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment or until otherwise ordered by General Meeting.

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

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

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

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

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

#### DIVIDENDS, BONUS, AND REVENUE FUND.

136. The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the amount paid on their share, but no dividend or bonus shall be payable except out of nett profits.

137. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders.

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

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

139. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining, or extending any of the property or plans of

the Company or any part thereof or for the redemption of mortgages or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

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

142. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

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

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

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

146. Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividend which may subsequently be declared by the Directors, wholly or in part by means of cheques or drafts on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the right of all parties and may vest any such specific assets in trustees upon such trust for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed and Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

#### NOTICES.

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

148. Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode and shall be registered as such in the books of the Company.

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

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

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

152. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address he shall not be entitled to any notices.

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

#### EVIDENCE.

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

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company, in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid or preference any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided the provisions of the Ceylon Arbitration Ordinance, No. 15 of 1866, and of the Ceylon Civil Procedure Code Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Acts, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

GEORGE POWELL HAY, Kandy.

ELIZABETH HAY, Kandy.

DOROTHY CONSTANCE HAY, Kandy.

ELSIE OLWEN HAY, Kandy.

ALLAN PERCIVAL HAY, Kandy.

Witness to all the above signatures, at Kandy, this Sixteenth day of August, 1930:

CHAS. VANDERWALL,  
Proctor, Supreme Court.

JOHN WILSON, 87, Dam street,  
Colombo.

JOSEPH VINCENT HAMER. "Caledon,"  
Barnes place, Cinnamon Gardens,  
Colombo.

Witness to the above two signatures, at Colombo, this Twenty-third day of August, 1930:

CLEMENT A. S. MATHER,  
Proctor, Supreme Court.

[Second publication.]

**The Walapane Tea Company, Limited.**

NOTICE is hereby given that a Meeting of the debenture holders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Friday, October 17, 1930, at 2.45 P.M., for the purpose of considering and, if thought fit, approving of the appointment by the Company of a new trustee, to act for and on behalf of the debenture holders in terms of the mortgage bond and trust deed dated December 4, 1928, in place of Sydney George Alexander Julius who has left the Island.

By order of the Directors,

MACKWOODS, LIMITED,  
Colombo, October 3, 1930. Agents and Secretaries.

**The Walapane Tea Company, Limited.**

NOTICE is hereby given that an Extraordinary Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Friday, October 17, 1930, at 11 A.M., for the purpose of considering and, if thought fit, passing the following resolution:

"That this meeting hereby resolves to appoint William Kevitt Smyth Hughes to act as a trustee for and on behalf of the debenture holders in terms of the mortgage bond and trust deed dated December 4, 1928, in place of Sydney George Alexander Julius who has left the Island."

By order of the Directors,

MACKWOODS, LIMITED,  
Colombo, October 3, 1930. Agents and Secretaries.

**The Pine Hill Estates Company, Limited.**

NOTICE is hereby given that the Thirty-seventh Annual Ordinary General Meeting of the Shareholders of the Company will be held on Friday, October 17, 1930, at 2.30 P.M. at the registered office of the Company, Gaffoor's building, Colombo.

**Business.**

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

In accordance with the Articles of Association the Transfer Books of the Company will be closed from October 10 to 17, 1930, both days inclusive.

By order of the Directors,

MACKWOODS, LIMITED,  
Colombc, October 3, 1930. Agents and Secretaries.

**Auction Sale under Partition Decree in D. C.,  
Colombo, Case No. 37,108.**

Of a well-situated and valuable property in Kotahena, a minute's walk from St. Lucia's Cathedral, St. Benedict's College, Good Shepherd Convent, Wesleyan Chapel, Buddhist Temple, Mosque, Hindu Kovil, Municipal Market, and bus stand.

BY virtue of the commission issued to me in the above case, I shall sell at the spot at 4.30 P.M. on Saturday, November 29, 1930:

All that allotment of land shaded blue and marked lot B in the plan thereof with the buildings thereon bearing assessment No. 9, situated at Kotahena street within the Municipality and District of Colombo, Western Province; and bounded on the north-west by the other portion of this land marked lot A allotted to Grace Harriet Victoria de Silva Wijeratne and the properties belonging to R. de S. Wijeratne and Gabriel Silva bearing Nos. 11 and 23 respectively, on the south-east by the property belonging to the Roman Catholic Church, on the south-west by the property of W. J. Dias bearing assessment No. 8, and on the north-west by Kotahena street; containing in extent 21 43/100 perches according to the aforesaid plan thereof, bearing No. 1,071 dated March 36, 1904, made by Francis M. Perera, Licensed Surveyor; which said premises according to a recent figure is described as follows:—

All that allotment of land bearing assessment No. 32 (former No. 9), situated on Kotahena street (within the

Municipality of Colombo), in the District of Colombo, Western Province; and bounded on the north by premises bearing assessment Nos. 34, Kotahena street, 18 and 34, St. Lucia's lane, on the east by premises bearing assessment Nos. 107, 109, and 111, Bonjean road, on the south by premises bearing assessment No. 30, Kotahena street, and on the west by premises bearing assessment Nos. 34 and 36, and Kotahena street; and containing in extent 23.90 perches according to plan No. 1,333, dated May 15, 1930, made by H. Don David, Licensed Surveyor.

The said property and premises will be put up for sale first among the co-owners thereof at the appraised value, and if not bidden for and purchased by any one of them, then the same will immediately thereafter be put up for sale among the public in terms of Ordinance No. 10 of 1863.

For further particulars, application may be made to Albert E. Perera, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

CHAS H. PIERES,  
2, Ferry street, Hulftsdorp. Auctioneer and Broker.

**Auction Sale under Partition Decree in D. C.,  
Colombo, Case No. 37,110.**

Of Valuable Property in Grundpass, Colombo.

BY virtue of the commission issued to me in the above case, I shall sell at the spot at 4.30 P.M. on Friday, November 28, 1930:

All that allotment of land with the buildings thereon bearing assessment No. 223, situated at Nagalagam street, in Kotahena Ward within the Municipality and District of Colombo, Western Province; bounded on the north-east by the property of Dona Victoria and others bearing assessment No. 222, on the south-east by the canal, on the south-west by the property of the estate of the late Don Philip Wijewardene deceased, bearing assessment No. 224, and on the north-west by Nagalagam street; containing in extent 11 93/100 perches according to figure of survey No. 1,065 dated February 27, 1904, and made by F. M. Perera, Licensed Surveyor which said premises according to a recent figure of survey is described as follows:—

All that allotment of land bearing assessment No. 223, situated at Nagalagam street (within the Municipality of Colombo), in the District of Colombo, Western Province; and bounded on the north-east by premises bearing assessment No. 222, on the south-east by canal, on the south-west by premises bearing assessment No. 224, and on the north-west by Nagalagam street; and containing in extent 11.80 perches according to plan No. 1,332 dated May 15, 1930, made by H. Don David, Licensed Surveyor.

The said property and premises will be put up for sale first among the co-owners thereof at the appraised value, and if not bidden for and purchased by any one of them, then the same will immediately thereafter be put up for sale among the public in terms of Ordinance No. 10 of 1863.

For further particulars, application may be made to Albert E. Perera, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

CHAS H. PIERES,  
2, Ferry street, Hulftsdorp, Colombo. Auctioneer and Broker.

**Auction Sale under Partition Decree in D. C.,  
Colombo, Case No. 37,109.**

Of Valuable Property at Alutgama on the Colombo-Kandy Main Road.

BY virtue of the commission issued to me in the above case, I shall sell at the spot at 4.30 P.M. on Thursday, November 27, 1930:

1. All that allotment of land called Doonemadagalagawatta, with the buildings constructed thereon, situate and lying in the village Alutgama in the Meda pattu of the Siyanekoval, in the District of Colombo, Western Province; bounded on the north by the garden of Alutgamaradage people now the property of John de Silva, on the east by the garden of Jacobus Perera Appuhamy, on the south by the garden of Motupoliradage Louis Aratchi and Jacobus Perera Appuhamy, and on the west by the high road to Kandy containing in extent 1 acre and 17 perches according to the plan of survey bearing date October 26, 1849, made by H. T. de Silva, Surveyor.

2. All that allotment of land called Doonemadagalagawatta, situated in the village Alutgama aforesaid; bounded on the north-east by the land claimed by Johannes de Corre and others, on the south by the land claimed by M. Don Hendrick Appuhamy, and on the north-west by land reserved for public purposes; containing in extent 1 rood and 20 perches according to the survey and description.



thereof bearing No. 56,414 dated May 27, 1862, authenticated by Captain Charles Sim, Surveyor-General; which said two allotments of land adjoin each other and form one property and can be included in one survey and according to a recent figure of survey are described as follows:—

All that allotment of land called Dunumadalagahawatta marked A and B with the buildings standing thereon, situated in Alutgama in Meda pattu of Siyane korale in the District of Colombo, Western Province; and bounded on the north by Attanagalu-oya, on the east by the property of Dewagirige Charles Fernando and the property of Waragoda Kankanange Abaran Appuhamy, on the south by the property of Waragoda Kankanange Abaran Appuhamy and Dunumadalagahawatta of D. James Rodrigo, and on the north-west by main road from Colombo to Kandy; and containing in extent 1 acre 3 roods and 37.25 perches according to plan No. 1,335, dated May 16, 1930, made by H. Don David, Licensed Surveyor.

The said property and premises will be put up for sale first among the co-owners thereof for the appraised value, and if not bidden for and purchased by any one of them, then the same will immediately thereafter be put up for sale among the public in terms of Ordinance No. 10 of 1863.

For further particulars, application may be made to Albert E. Perera, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

2, Ferry street, Hulftsdorp. CHAS. H. PIERES,  
Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

In the District Court of Colombo.

Blanche Constance Fernando of Havelock town in Colombo ..... Plaintiff.

No. 40,353 Vs.

Liyana Paulus Perera of Nugegoda ..... Defendant.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Wednesday, October 29, 1930, at 5 P.M., at the spot, the following property, to wit:—

All that allotment of land called Delgahawatta with the buildings and plantations standing thereon, situated at Nugegoda in the Palle pattu of Salpiti korale in the District of Colombo, Western Province; and bounded on the north by lands belonging to Mr. Jayamanne, the late M. Carolis de Costa, and the late Mr. Baron de Livera, on the south by lots A, B, C, and D divided portions of the southern half part of the same land, and on the west by land belonging to Mr. O. B. Jansz, D. A. Munasinghe, and H. B. John Peiris; containing in extent 2 acres and 4 perches.

This land is the divided northern half part of the land called Delgahawatta, situated as aforesaid; and bounded on the north by the land of one Lewis Peiris, on the east by the land of M. Carolis de Costa and D. W. Livera, and on the south by the dewata road, and on the west by the land of Christina Perera and others; containing in extent 3 acres 3 roods and 9.25 perches.

For deeds apply to J. P. Salgado, Esq., Proctor, Courts, Colombo.

R. G. KOELMAN,  
of JENSEN & Co.,  
Auctioneers and Brokers.

Phone: 733.

#### Auction Sale under Mortgage Decree.

In the District Court of Colombo.

Benjamin Abraham Rosen of 5, Buller's road, Colombo ..... Plaintiff.

No. 38,999 Vs.

Kalugala Edward de Alwis of Madampe, Ambalangoda ..... Defendant.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Thursday, October 30, 1930, at 5 P.M., at the spot, the following property, to wit:—

All that allotment of land with the buildings thereon presently bearing assessment No. 30, Forty-first lane, Wellawatta, Colombo, comprising all that allotment of land marked lot B 37 in the plan thereon No. 1,801 herein-after referred to being a subdivision of the subdivided lot B 16 of the divided portion marked B of the land called Mahawellewatta (being a portion of the combined lots Nos. 382, 382A, and 382B in registered plan No. 2), situate at Wellawatta within the Municipality and District of Colombo, Western Province; which said lot B 37 is bounded on the north by lot B 63 (reservation for a road), on the east by lot B 36, on the south by road, and on the

west by lots B 42 and B 41; containing in extent 28 26/100 perches according to the survey plan thereof No. 1,801, dated April 19, 1926, made by C. C. Wijetunge, Licensed Surveyor and Leveller, together with the right of way to pass and repass along the reservation for the roads each thirty feet wide forming the northern and southern boundaries of the said lot B 37 shown in the said plan No. 1,801, together with all rights, privileges, easements, servitudes, and appurtenances whatsoever to the said premises in any wise belonging or appertaining or used or enjoyed therewith or reputed or known as part or parcel thereof and all the estate, right, title, interest, claim, and demand whatsoever or howsoever of the defendant in, to, upon, or out of the same premises.

For deeds, &c., apply to Messrs. D. L. & F. de Saram, Proctors and Notaries, Gaffoor buildings, Fort, Colombo.

R. G. KOELMAN,  
of JENSEN & Co.  
Auctioneers and Brokers.

Phone: 733.

#### Auction Sale under Mortgage Decree in D. C., Colombo, No. 39,021.

In the District Court of Colombo.

UNDER commission issued to me in the above case, I shall offer for sale by public auction the under-mentioned valuable lands with the buildings standing thereon for the recovery of the sum of Rs. 67,063.75, interest and costs of suit:—

1. Premises No. 63, Keyzer street, Pettah, Colombo, in extent 5 8b/100 perches on Friday, October 24, 1930, at 5 P.M. at the spot.

2. Premises Nos. 16 and 18, situated at Layard's road in Bambalapitiya, in extent 1 rood and 19 perches on Saturday, October 25, 1930, at 5 P.M., at the spot.

For title deeds and for further particulars please apply to S. Katiuresu, Esq., Proctor, and Notary, Colombo, or to me—

B. D. AMIT,  
Auctioneer and Broker.

34, Hulftsdorp street, Colombo.

#### Auction Sale.

Valuable Property belonging to the Defendants, M. V.

Mary Goonewardena  
Thomas Fonseka of  
Street

UNDER mortgage decree No. 3132A, on Monday, October 27, 1930, at 5 P.M. at the spot, at 5 P.M.:

All that land bearing assessment No. 2, No. 3132A/204 (2), in extent 15 perches.

Further particulars from Proctor, Supreme Court, Col.

Phone: 1784,  
119, Hulftsdorp, and Kingslynn,  
Barber street.

#### Auction Sale under Commission in Mortgage Decree.

In the District Court of Colombo.

Kana Roona Kana Nana Leyna Letchumanan Chettiar of Sea street, Colombo ..... Plaintiff.

No. 40,497.

Baba Rafideen Kitchill of 17, Dean's road, An Colombo ..... Defendant.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Friday, November 7, 1930, at 4.30 P.M., at the spot, the following property, to wit:—

All that  $\frac{2}{3}$  part of portion of the garden and the buildings standing thereon marked letter A in the plan bearing assessment No. 24A, situated at Ferry street in New Bazaar, within the Municipality and in the District of Colombo, Western Province; bounded on the north by, Ferry street, on the east by the other  $\frac{1}{3}$  part of the same land marked letter B in the plan belonging to Cassie Lebbe Marikar Abdul Rahaman, on the south by the property formerly belonging to Segu Lebbe Samsy Lebbe and Solan Appu now belonging to Belappuhamy and Mammala Marikar, and on the west by the property formerly of Rajapaksedewage Simon Fernando now belonging to Isabella Fernando, wife of Gabriel Fernando; containing in extent 4 57/100 perches according to figure and survey thereof dated January 26, 1897, made by F. Bartholomeusz,

Surveyor, together with all the rights, privileges, easements, servitudes, and appurtenances whatsoever of the said premises belonging.

For deeds, &c., refer to S. Somasundram, Esq., Proctor, Supreme Court, and Notary, Colombo.

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

Phones: 221 and 2786

Telegram: "Acah," Estd.: 1907,  
49 & 50, Hulftsdorp street, Colombo.

**Auction Sale under Mortgage Decree in Case  
No. 10,343, Colombo.**

*Valuable Property at Hill Street, Colombo.*

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Thursday, October 30, 1930, at 4 P.M., at the spot, the under-mentioned property:—

1. All that house and ground bearing assessment No. 59 from and out of all that part of the garden with the buildings and the well standing thereon bearing assessment Nos. 58, 59, and 60, situated at Hill street, within the Municipality and District of Colombo, Western Province; and bounded on the north by the other part of the same property, on the east by the garden of Mr. Andreezen now of Mr. Perera, on the south by the Cross road, and on the west by the Hill street, containing in extent 23 3/100 perches as described in the diagram or map No. 283 dated February 22, 1909, made by V. A. Van Cuylenberg, Fiscal's Licensed Surveyor.

2. All that house and premises bearing assessment No. 978/59 of and from all that garden, with the buildings and the well standing thereon, situated at Hill street aforesaid; and bounded on the north by the other part of the same property, on the east by a garden of Mr. Andreezen, now of Mr. Perera, on the south by a cross road, and on the west by the Hill street; containing in extent 23 69/100 square perches as per figure of survey dated May 19, 1865.

L. A. WICKREMESINGHE,  
of WICKREMESINGHE & WELSH,  
Auctioneers and Brokers.  
Phone No. 576,  
34, Baillie street, Fort.

**Auction Sale under Mortgage Decree in Case  
No. 17,379, Colombo.**

*Properties presently occupied by Ceylon Auto Carriers Co.*

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Monday, October 28, 1930, at 4.30 P.M., at the spot, the under-mentioned properties:—

(a) All that half part of the land with the buildings standing thereon bearing assessment No. 2, situated at Hunupitiya, now called Hyde Park Corner in Slave Island, within the Municipality and District of Colombo, Western Province; bounded on the north by the property of Ranasinghe Aratchige Don Andiris Appuhamy, on the east by the high road, on the south by the other half part of this property belonging to Kelaniyage Santiago Silva, and on the west by the property of Jeronis Pieris; containing in extent 28 75/100 square perches; and (b) all that just half part out of the one-sixth part of the garden, with the buildings standing thereon and bearing assessment No. 2, situated at Maradana in Cinnamon Gardens, Hunupitiya, but now called and known as Hyde Park Corner in Slave Island, within the said Municipality; and which said just half part is bounded or reputed to be bounded on the north by the other part of this land, on the east by the road, on the south by the land claimed by Hettige Adonis Perera, and on the west by the property of J. Pieris; containing or reputed to contain in extent 28 68/100 perches more or less, which said premises (above No. 1a-b) are according to the survey and description thereof No. 2,238, dated December 14, 1908, made by G. P. Weeraratne, Licensed Surveyor and Leveller, described as follows:—All those two contiguous allotments of land forming one property, to wit:—All that half part of the land with the buildings standing thereon bearing assessment No. 2, and all that just half part of the land with the buildings thereon bearing assessment No. 3, Hyde Park Corner, situated at Hyde Park Corner in Slave Island Ward, within the said Municipality of Colombo; bounded on the north by the property of Ranasinghe Aratchige Don Andiris Appuhamy now bearing assessment No. 1, on the east by the high road now called Hyde Park Corner, on the south by land claimed by Hettige Adonis Perera now belonging to M. James Fernando, and on the west by the property of Jeronis Pieris now of Mr. Arthur Harold Heath; containing in extent 1 rood and 18 square perches.

2. All that part of a land with the houses standing thereon, situated at Maradana, Cinnamon Gardens, within

the said Municipality of Colombo, bearing assessment No. 4; and bounded or reputed to be bounded on the north-east by the property of Hettige Adonis Perera now of Jeronis Pieris, on the south-east by the road forty feet wide, on the south-west by the property of Mututantrige Siman Fernando, and on the north-west by the property of Adonis Perera; containing in extent 30 square perches more or less; which said premises are otherwise described as follows:—All that allotment of land with the buildings standing thereon bearing assessment No. 4 (marked A in the plan hereinafter referred to), situated at Hyde Park Corner, Hunupitiya, Slave Island Ward, within the said Municipality; bounded on the north-east by the property of the late Hettige Adonis Perera now belonging to Jeronis Pieris, on the south-east by the other part of the same land the property of Mayagodage Juana Hamy, widow of Hettige Adonis Perera, on the south-west by Hyde Park Corner road, and on the north-west by the property of Mututantrige Siman Fernando; containing in extent 28 41/100 square perches according to the plan No. 294, dated June 23, 1896, made by C. H. J. Leembruggen, Licensed Surveyor.

3. All that portion of the ground with the houses and the building standing thereon, situated at Hyde Park Corner, Maradana, within the said Municipality bearing assessment No. 4A; bounded on the north-east by land claimed by Mututantrige Siman Fernando, now the property of Mohamado Mohideen, on the south-east by a road forty feet wide now known as Hyde Park road, on the south-west by a portion of this land gifted to Louisa Perera afterwards purchased by Hettige Martinus Perera, subsequently the property of Juan Pulle, and on the north-west by lands said to belong to Naina Marikar now the property of Jeronis Pieris; containing in extent 28 15/100 square perches more or less, as per figure of survey thereof dated December 2, 1891, made by Charles Schwallie, Surveyor.

4. All that allotment of land with the buildings thereon bearing assessment No. 5, Hyde Park Corner, situated at Hyde Park Corner and Park street, within the said Municipality; and bounded on the north-east by house and ground bearing assessment No. 4, on the south-east by Hyde Park Corner, on the south-west by Park street, and on the north-west by house and ground bearing assessment No. 9; containing in extent 1 acre and 13 perches according to the survey and description thereof dated September 25, 1901, made by George C. de Saram, Licensed Surveyor and Leveller. All which said several allotments of land adjoin each other and now form one property, and which from their situation as respects each other can be included in one figure of survey and presently bearing assessment Nos. 18, 20, G 20 (1-16), G 20 (17-30), 22, 24, 26, and 28, Hyde Park Corner, Colombo (formerly Nos. 628/4-5, 630/4, 631/3, 632/2, 633/2). Together with all the buildings thereon and all rights, privileges, easements, servitudes, and appurtenances whatsoever to the said property and premises belonging or appertaining or used or enjoyed therewith or reputed or known as part and parcel thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever or howsoever of the defendants and each of them in, to, out of, or upon the said property and premises.

Further particulars from Messrs. D. L. and F. de Saram, Proctors and Notaries, Colombo.

L. A. WICKREMESINGHE,  
of WICKREMESINGHE & WELSH,  
Auctioneer and Brokers.  
Phone No. 576,  
34, Baillie street.

**Auction Sale.**

*Valuable Property at Sandirupay in Manipay in  
Jaffna District.*

UNDER instructions from the administratrix of the estate of the late Perambalam Arunachalam of Sandirupay, and with leave of court in case No. 2,496, testamentary, District Court, Colombo, I shall sell by public auction at my office No. 58, Belmont street, Hulftsdorp, Colombo, on October 24, 1930, commencing at 3 P.M., the following properties:—

(1) An allotment of land called Meesathoddam and Pattawattai, situated at Sandirupay, in the parish of Manipay in the Valigamam West division of the Jaffna District, Northern Province; in extent 9 lachams varagu culture and 1 1/2 kulies, together with a house and outhouses and cultivated and spontaneous plantations, with a share of the well on the northern boundary and a share of the well on the south in the property belonging to Achchimuttu, wife of Valauthur, with a right of way 4 feet wide and 6 feet in width all round the said well, together with all rights, easements, and servitudes; and bounded on the north by property of Thangammah, wife of Ambalavanar, and Theivanaipillai, wife of Thillaiampalam, east by the

property of Achchimuttu, wife of Valauthar, and Than-gammah, wife of Ambalavanar, south by the properties of Kathirasapillai, widow of Sothinathar, and others, and Achchimuttu, wife of Valauthar, west by the said road and by the property of Kathirasapillai, widow of Sothinathar, and others.

(2) An allotment of land called Meessathoddam, situated at Sandirupay, in the parish of Manipay in the Valigamam West division of the Jaffna District, Northern Province; containing in extent 6 lachams varagu culture and 7 kulie, together with palmyra, tamarind, and ilupai trees standing thereon; bounded on the east by the bye-lane, on the north by the property of Thiruvilankar Iliatamby, west by a bye-lane, south by a cart road.

For title deeds and other particulars please apply to T. Canaga Rayar, Esq., Proctor, Supreme Court, and Notary Public, Belmont street, Hulftsdorp.

A. C. KOELMEYER,  
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

#### Auction Sale.

UNDER mortgage decree in D. C., Colombo, No. 40,374, on Friday, October 24, 1930, at 4 P.M. at office No. 1, Ferry street, Colombo:—

(1) Menukdenyahena 20 acres and 17 perches marked lot 8C in plan.

(2) Mellagahadenyahena of 1 acre 2 roods and 2 perches marked lot 8H in plan, both at Palawela, in Palle pettu, Nawadun korale, Ratnapura District, for the recovery of Rs. 10,068, interest, and costs.

Office No. 4,  
Hulftsdorp, Colombo.

C. R. THAMBAYAH,  
Commissioner.

#### Auction Sale under Mortgage Decree in D. C., Colombo, 39,373.

R. M. S. R. M. Ramanathan Chettiar ..... Plaintiff.

Vs.

(1) Ponnamm and (2) P. Arunasalam ..... Defendants.

On Monday, October 27, 1930.

1. At the spot at 2 p.m.—Addakiri and other parcels of 20 lachams paddy culture, with share of well on the northern boundary, at Navaly, Manipay parish, Valigamam West, Jaffna District.

2. At the spot at 3 p.m.—Undivided extent of 9 lachams varagu culture towards west exclusive of share of building thereon out of Nalavakkudirippu Valavu and other parcels of 17 lachams and 15 kulies varagu culture, with a share of well on western portion, situated at Navaly aforesaid, for the recovery of Rs. 2,411.85, with further interest and costs.

Office No. 4,  
Hulftsdorp, Colombo.

C. R. THAMBAYAH,  
Commissioner.

#### Auction Sale under Mortgage Decree.

UNDER decree in case No. 4,358, D. C., Negombo, entered in favour of the plaintiff, Valappagath Mundokil Mammo, against the defendants, Waniakulasuriya Santiago Waleriano Tissera, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 342.64, with interest at 12 per cent. per annum from May 19 to August 30, 1930, and thereafter at 9 per cent. per annum on the aggregate amount till payment, and costs of suit, we shall sell by public auction at the respective spots on Friday, October 24, 1930, the under-mentioned properties mortgaged by bond No. 954 dated October 19, 1929, attested by T. Q. Fernando, Notary, to wit:—

At 3 p.m.—An undivided  $\frac{1}{3}$  share of the land called Kandeheha, situate at Horagolla in Yatakalam pattu of the Pitigal korale, Chilaw District; in extent about 8 acres, with the plantations and buildings standing thereon, as a primary mortgage.

At 4 p.m.—The land called Talgahaowita, situate at Anganpitiya in Kammal pattu in the District of Chilaw; in extent about 2 roods, with the plantations and buildings standing thereon, as a secondary mortgage.

Further particulars from T. Q. Fernando, Proctor, Supreme Court, and Notary, Negombo, or from—

K. F. PEREIRA & SON,  
Negombo, September 30, 1930. Auctioneers.

#### Auction Sale.

Properties at Biyampola in the District of Chilaw.

UNDER decree in case No. 4,354, D. C., Negombo, entered in favour of the plaintiff, S. P. K. N. Suppramaniam Chettiar by his attorney Kona Muna Ponnaiah

Pulle of Negombo, against the defendants, (1) Muna Kana Hamidu Lebbe and (2) Leena Sevudavudu Umma of Biyampola, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,625, with interest on Rs. 750 at 24 per cent. per annum from May 6, 1930, and on Rs. 500 from May 3, 1930, till August 21, 1930, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties by public auction at the respective spots, on Monday, October 27, 1930, viz.:—

(1) At 3.20 p.m.—The northern  $\frac{1}{4}$  share of the land called Medekele marked P 682, situate at Biyampola in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 2 acres and 36 $\frac{1}{2}$  perches. From and out of these excluding the portion adjoining the southern boundary 25 yards in length and 14 yards in breadth sold prior to this, the remaining undivided portion, together with trees, plantations, and buildings thereon.

(2) At 4 p.m.—The field called Nugagahakotuwa, situate at Biyampola aforesaid; containing in extent about 8 berras of paddy sowing extent. From and out of these the undivided  $\frac{4}{9}$  share. Out of this the undivided portion (together with all things appertaining to the same) of the extent of 1 berra paddy sowing.

Further particulars from T. Q. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Negombo, September 30, 1930. Auctioneers.

#### Auction Sale.

In the District Court of Negombo.

Rawanna Muna Mawanna Muna Nalliah of Kochchikade ..... Plaintiff.

No. 3,904.

Vs.

Sana Seena Muna Arabi Saib of Kochchikade (dead) ..... Defendant.

Jenine Achchi of Kankar, in India, ..... Substituted defendant.

BY virtue of the order to sell issued to us in the above case for the recovery of the sum of Rs. 1,981.25, with interest on Rs. 1,250 at 18 per cent. per annum from December 8 to 17, 1929, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as a primary mortgage by public auction at the respective spots on Wednesday, October 29, 1930, viz.:—

(1) At 3 p.m.—The land called Jambughawatta, situate at Kammala in Kammal pattu of Pitigal korale in the District of Chilaw, North-Western Province; containing in extent about 1 acre and 2 roods, together with the trees, plantations, and buildings thereon, subject to the lease given upon deed of lease No. 2,223 of March 2, 1926, attested by B. C. F. Wijewardena, Notary Public.

(2) At 3.15 p.m.—The land called Kitulgahawatta, situate at Kammala aforesaid; containing in extent about 2 roods, together with the trees, plantations, and buildings thereon, subject to the lease given upon deed of lease No. 799 of July 19, 1923, attested by P. S. P. Jayasinghe, Notary Public.

(3) At 3.30 p.m.—The divided portion to the west of the road of Divulgahawatta, situate at Kammala aforesaid; containing in extent about 1 acre, from and out of these the southern undivided  $\frac{1}{4}$  share, together with trees, plantations, and buildings thereon.

Further particulars from T. Q. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Negombo, September 30, 1930. Auctioneers.

#### Auction Sale.

Property at Kahatawila in the District of Chilaw.

UNDER decree in case No. 3,870, D. C., Negombo, entered in favour of the plaintiff, Sunjana Lena Meenatchi Sularan Pulle of Negombo, against the defendant, Rajapaksa Mudiyanselegge Peter Appukamy of Pothuwatawana, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,240, with interest on Rs. 1,200 at 20 per cent. per annum from November 15, 1929, to March 14, 1930, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, less a sum of Rs. 130 recovered on July 22, 1930, and costs of suit, we shall sell by public auction at the spot at 4 P.M. on Friday, October 31, 1930, to wit:—

All that allotment of land called Nelunwewa, situate at Kahatawila in Otara palata of Pitigal korale south in the

District of Chilaw, North-Western Province; containing in extent 4 acres and 8 perches.

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

M. P. KURERA & Co.,  
Negombo, September 30, 1930. Auctioneers.

#### Auction Sale.

*Properties at Dikwela, Singakkuliya-Wekada, and Kudawila, the District of Chilaw.*

UNDER decree in case No. 4,214, D. C., Negombo, entered in favour of the plaintiff, Ann Sena Seena Periyasamy Pulle of Negombo, against the defendant, Adikari udiyanselage Alexander Peter Goonarathna, Police Headman of Kudawila, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,062-50, with interest on Rs. 1,650 at 30 per cent. per annum from March 8 to April 30, 1930, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties by public auction at the respective spots, on Friday, October 24, 1930, viz.:

(1) At 2 p.m.—Undivided  $\frac{1}{5}$  share of all that land called and known as Siyambalagahawatta alias Katuwahena, comprised of the two contiguous allotments called Siyambalagahawatta alias Katuwahena and Siyambalagahawatta, situate at Dikwela in Otara palata of Pitigal korale in the District of Chilaw, North-Western Province; containing in extent 5 acres more or less, as primary mortgage.

(2) At 2.15 p.m.—Undivided  $\frac{1}{5}$  share of an undivided  $\frac{1}{2}$  share of an undivided  $\frac{1}{2}$  share of the land called Kadurugahawatta and the adjoining Kongahawatta, situate at Dikwela aforesaid; containing in extent about 3 bushels and 8 measures of kurakkan sowing ground, as primary mortgage.

(3) At 3 p.m.—Undivided  $\frac{1}{5}$  share of an undivided  $\frac{1}{2}$  share of the land called Korokkawa bearing No. 4,157, situated at Singakkuliya and Wekada in Otara palata aforesaid; containing in extent 8 acres and 15 perches, exclusive of an extent of 2 acres already sold, as primary mortgage.

(4) At 3.45 p.m.—Undivided  $\frac{1}{4}$  share of the land called Gorakagahawatta, situate at Kudawila in Otara palata aforesaid; containing in extent about 3 roods, together with the plantation thereon, as primary mortgage.

(5) At 4 p.m.—Undivided  $\frac{1}{4}$  share and an undivided  $\frac{1}{2}$  share of the land called Daminnagahawatta, situate at Kudawila aforesaid; containing in extent about 1 acre, together with the buildings and plantations thereon, as primary mortgage.

(6) At 4.15 p.m.—Undivided  $\frac{1}{4}$  share of the land called Kohombagahawatta, situate at Kudawila aforesaid; containing in extent 4 acres 1 rood and 7 perches, together with the buildings and plantations standing thereon, as secondary mortgage.

Further particulars from T. Q. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Negombo, September 30, 1930. Auctioneers.

#### Auction Sale under Mortgage Decree.

UPON the decree entered in case No. 4,482, D. C., Negombo, in favour of S. K. R. M. R. M. Somasundaram Chettiyar against Muna Selliah Pulle of Kochchikade, against Wernakulasuriya Veronica Fernando and ditto Sebastian Tissera, and by virtue of the order to sell issued to me for the recovery of Rs. 2,130 with interest on Rs. 1,500 at 24 per cent. per annum from July 4, 1930, till August 1, 1930, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full and costs of suit, due in respect of mortgage bond No. 3,926, dated July 4, 1928, attested by S. K. Wijeratnam, Notary Public, I shall sell by public auction on Saturday, October 25, 1930, at the respective spots, the following properties, to wit:—

All the eastern portion of the land called Padinchiwalamahachetugahawatta, situated at Kolinjadiya in Kammal pattu of Pitigal korale in Chilaw District, North-Western Province: the said eastern portion in extent 168 coconut trees plantable ground (24 feet apart), with the cadjan thatched house and the other buildings and plantations including 7 jak trees thereon.

2. All that western portion of the land called Mahachetugahawatta, situated at Kolinjadiya aforesaid; the said western portions in extent 109 coconut trees plantable ground, with the buildings and plantation thereon.

Commencing at 4 p.m.

3. All that land called Delgahakele, situated at Pannare in Pitigal korale of Katugampola hatpattu in the District of Kurunegala, North-Western Province, in extent 6 acres and 4 perches, with the buildings and plantations thereon.

4. All that land called Kekunagahawatta at Pannare aforesaid; in extent 1 acre 3 roods and 10 perches, with the buildings and plantations thereon.

The 1st land is bound as a tertiary mortgage and 2nd to 4th lands as secondary mortgage.

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

K. H. PERERA,  
Negombo, September 29, 1930. Licensed Auctioneer.

#### Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 3,746, D. C., Negombo, in favour of A. N. T. L. Letchumanan Chettiyar of Negombo, against (1) Uswatte Liyanage Rosaline Perera and husband (2) Uswatte Liyanage Abinger Alfred Fernando, both of the Division, Tammita, presently of Weligampitiya; (3) Uswatte Liyanage Engaltinga Perera, presently of Kala Eliya, and the order to sell issued to me for the recovery of Re. 492, with further interest on Rs. 300 at 24 per cent. per annum from October 5, 1929, till March 31, 1930, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit, due in respect of mortgage bond No. 1,911 dated December 5, 1925, attested by P. W. R. Pathiraje, Notary Public, I shall sell by public auction on Monday, October 27, 1930, at the spot at 4 p.m. the following property mortgaged as secondary mortgage, to wit:—

The land called Dambugahawatta, situated at Weligampitiya in Ragam pattu of Alutkuru korale in Negombo District, Western Province; in extent 5 acres 3 roods and 2 perches, from and out of these the  $\frac{1}{2}$  share, together with the plantations and buildings thereon (adjoining the eastern  $\frac{1}{2}$  share), and the western  $\frac{1}{2}$  share, together with the plantations and buildings thereon (adjoining the said central  $\frac{1}{2}$  share).

For further particulars apply to F. W. Goonarathna, Proctor, Supreme Court, and Notary Public, Negombo, or to me—

K. H. PERERA,  
Negombo, September 29, 1930. Licensed Auctioneer.

#### Auction Sale under Insolvency.

D. C., Kalutara. In the matter of the insolvency of O. L. No. 264. M. A. Wahab of Abutima.

I SHALL sell by public auction all the stock-in-trade of the business carried on at Main street, Panadura, on Friday, October 10, Saturday, October 11, and Monday, October 13, 1930, commencing at 9 a.m. at the spot. The stock consists of: Peak show cases, counters, almirahs, jak counters, office table, chairs, petrol lamps, tweed, gaberdine, tussore, China silk, shiftings, woollen, madapalam, poplin, cotton, voile, silk, voile, Fuji silk, palace silk, Indian silk, satin, fullard, silk georgette, potash, flowered stockinette, German silk, bordered poplin, crepe, drill, chintz, baby flannel, sarong, woollen palm beach, deck chairs, silk, neckties, shirts, net embroidery, ladies' shoes, slippers, umbrellas, shirts, banians, torch lights, leather belts, gents' hats, stockings, muslin, flowered tricoline, trunks, silk sarongs, silk camboys, Palgant sarongs, Holland sarongs, camboys, &c.

Wadduwa, October 3, 1930. A. H. SENARATNE,  
Prov. Assignee.

#### Auction Sale.

UNDER instructions received from the plaintiff in D. C., Kandy, case No. 39,071, and under court authority, I shall sell by public auction on Friday, October 24, 1930, at 3 p.m. at the spot, the premises following to wit:—

1. Undivided  $\frac{1}{2}$  of western 2 parts of Munioluwekumbura. 2. The southern 1 part out of Munioluwekumbura of 3 pelas, situate at Pitakanda within the town and Municipality of Kandy, Central Province, and bearing assessment No. 4, Haloluwa road, Pitakanda, Kandy.

For further particulars please apply to M. J. Taylor, Esq., Proctor, Supreme Court, Kandy, or to me—

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

**Auction Sale under Partition Decree D. C., Galle,  
No. 25,222.**

BY virtue of a commission issued to me in the above case, I shall sell on Saturday, November 22, 1930, commencing at 4 P.M. at the spot the land called Mahabaturugewatta and Pambadaturugewatta situated at Dodandugoda in Dodanduwa in the Eastern part of Galle District, Southern Province; and containing an extent of 3 roods and 19 perches as per plan No. 25,222. 25/222. Mr. E. J. Wright, Surveyor.

The said land will be sold in 4 separate blocks. The sale will take place first among the co-owners at the appraised value, and if not bidden for or purchased by any co-owner, the said premises will immediately thereafter be sold among the public.

Ambalangoda. UPASIRI W. KODIKARA,  
Commissioner.

**Auction Sale under Mortgage Decree, D. C.,  
Galle, Case No. 28,533.**

Nambukarawasan Appubadage John de Silva of Godahena Plaintiff.  
Egodage Anandaiah Karithakanah in Ambalangoda

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Wednesday, October 29, 1930, commencing at 2 P.M., at the respective spots, the following properties specially bound and executable for recovery of the sum of Rs. 860.25, with interest thereon at 9 per cent. per annum from July 29, 1930, till payment in full and cost of this action:—

*Schedule.*

(a) All that undivided 1/2 part of the soil and soil share trees, together with an undivided 1/2 part of the 2 tiled and whitewashed houses of 11 cubits in length, together with the whole of the 3rd and 4th plantations standing thereon of the land called Wilewatta, situated at Patabendimulla in Ambalangoda of Wellaboda pattu, Galle District; and containing in extent about 3 1/2 acres.

(b) All those undivided 1/12th part or share of the soil and soil share trees, together with an undivided 1/2 part of the planter's share of the 2nd plantation and the whole of the planter's share of the 3rd plantation standing thereon of the defined allotment marked figure 6 known as the 1st portion of Udellewatta, situated at Patabendimulla aforesaid; and bounded on the north by lot 5 of the same land, east by Welabodawatta owned by Aban Vidane, south by Muhandirangewatta, west by Peti ewatta; and containing in extent 29 perches.

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

September 3, 1930. K. T. THOS. SILVA,  
Commissioner.

**Under Mortgage Decree in D. C., Matara, Case  
No. 4,730.**

Wijeweera Gunaratna Mahavidane Muhandirangge Peiris Silva of Mirissa Plaintiff.  
Against

Felix Duncan de Silva Weerasuriya of Polwatumodera (dead), Gintoris de Silva Weerasuriya of Polwatumodera Defendants.

UNDER and by virtue of the commission issued to me in the above case for the recovery of the amount decreed thereon, I shall offer for sale on October 25, 1930, the following property, at the spots as stated below:—

(a) Commencing at 9 a.m. at the Spot.—All that the undivided 1/2 share of the soil and fruit trees of the contiguous allotments of land called Pelawatta in extent 2 roods and 15 perches, Pelapolhena in extent 3 roods and 25 perches, Pahalagedarawatta in extent 1 acre 2 roods and 23 perches, and Ihalagedarawatta in extent 3 roods and 34 perches, situated at Mudugamuwa.

(b) Commencing at 11 a.m. at the Spot.—All that the undivided 1/2 share of the land called Unagahekoratuwa, situated at Weligama; in extent about 2 acres.

(c) Commencing at 11 a.m. at the Spot.—All that the undivided 1/2 share of the soil and fruit trees of the land called Padinchiwasitinahinnennewatta alias Sattambigepadinchigedarawatta, situated at Polwatta; in extent about 1/2 acres.

(1) Commencing at 1.30 a.m. at the Spot.—All that the planter's half share of the fruit trees of the 2nd plantation and 1 300 share of the remaining fruit trees and soil of the land called Ambagahawatta, situated at Polwatta, in extent 13 acres and 3 roods.

For further particulars please apply to S. Samarasinghe, Esq., Proctor, or to me—

K. M. THOROLIS SILVA,  
Matara, September 23, 1930. Commissioner.

**Under Mortgage Decree in D. C., Matara,  
Case No. 5,291.**

L. N. de Silva of Matara Plaintiff.  
Against

(1) Ratnayaka Patiranga Jane Hamine, (2) Don Nikulas Rasaputtaram, both of Yatiyane, (3) Nana-yakkara Haddagodage Don Francis Yapa of Kadawedduwe Defendants.

UNDER and by virtue of the commission issued to me in the above case for the amount decreed thereon, I shall offer for sale on November 1, 1930, the following property at the spots as mentioned below:—

(1) Commencing at 9 a.m. at the Spot.—All that the soil and trees and the buildings standing thereon, but she was by recent decree declared entitled to all the soil and trees and 1/2 share of 7 and 9 cubits houses and to the entirety of 5 cubits house thereon (save and except the planter's 1/2 share of the 2nd plantation) of the divided portion of Paranaewatta, situated at Vitiyala, in extent 3 acres and 16 perches.

(2) Commencing at 11.30 a.m., at the Spot.—All that the undivided 1/12 part or share of the soil and trees and undivided 1/2 of the planter's 1/2 share of the 2nd plantation and an undivided 1/2 share of the 13-cubits tiled house thereon of the land called and known as Gorakapolagewatta, situated at Kadawedduwa.

For further particulars please apply to M. D. T. Kullatilleke, Esq., Proctor, or to me—

K. M. THOROLIS SILVA,  
Matara, September 23, 1930. Commissioner.

**Auction Sale under Mortgage Decree.**

In the District Court of Jaffna.  
No. 26,136.

IN obedience to the commission issued to me in the above case I shall offer for sale by public auction on Wednesday, October 22, 1930, at 4 P.M. at the spot, the following property, to wit

All that piece of land situated at Chundikulii called Thoppu Valavu, containing an extent of 16 lachams varagu culture, with houses, well, spontaneous plants, cultivated plants, and other appurtenances belonging thereto; and bounded on the east by the properties of Ponnu, widow of Sinniah, and Sinnappillai, widow of Nagamanai, and Thankamuttu, wife of Vallipuram, north by the property belonging to the Crown, and on the west and south by road.

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

**Auction Sale.**

In the District Court of Jaffna.

(1) Vairavappillai Kandiah and wife (2) Elaiyapillai, both of Tellippalai West Plaintiffs.  
No. 25,849.

Philippupillai Vairampannai of Periyavilan Defendant.

UNDER and by virtue of the commission issued to me in the above case I shall sell by public auction the undermentioned lands on Saturday, October 25, 1930, commencing from 9 A.M.:—

*Description of the Lands.*

1. All that piece of land situated at Periyavilan called Ramanthavaththai, in extent 23 lachams varagu culture with young palmyras, spontaneous plants; and bounded on the east by the properties of Vinasithamby Sabapathy and Theivanai, widow of Periyathamby, north by lane, west by the property of Soosaipillai Savirumuttu, and south by road, together with 1/2 share of the well standing on the eastern boundary land belonging to the said Sabapathy, and the right of the use of the usual way and water-course.

2. All that piece of land situated at ditto called Erakkai, in extent 6 lachams varagu culture with well, houses, cultivated plants, palmyras, and share of mango tree standing on the southern boundary; and bounded on the east by the property of Kaithar Anthonippillai and shareholders, north by the property of Mariyaipillai, wife of Vaithampillai, west by the properties of Vivivia Annamma, wife of Athiriampillai, and Kavuriketpillai Soosaipillai and shareholder, and south by the property of Ulukepillai Joseph and by front of lane. The whole within these boundaries exclusive of the shares of the said well belonging to other shareholders, and the right to the use of way and water-course.

3. Land situated at Periyavilan called Pootharavai, in extent 4 lachams p.c. and varagu culture; and bounded on the east by the property of Ponnu, widow of Ponnampalam, and shareholders, north by the property of Murugar Kandiah, west by the property of Mary Rosalin, wife of Vaithampillai, and south by the property of Anthonippillai Veluppillai.

4. An undivided share of all that piece of land situated at Periyavilan called Poddaiyapuram, in extent 30 lachams varagu culture, and bounded on the east by the property of Parupathy, wife of Kailayapillai and Manapuli Thampu, north by the properties of Santhiappillai Soosaipillai and Nallamma, wife of Rasiah, west by the property of Salamai-pillai, wife of Th-miampillai, and south by the property of Nallamma, wife of Rasiah.

J. D. VEERASINGHAM,  
Commissioner.

September 30, 1930.

#### Auction Sale.

In the District Court of Mullaittivu.

Sithampari Sadayar of Mullaittivu ..... Plaintiff.

No. 404.

Vs.

Ponnampalam Suppiah Selvadurai of Chila-wattai ..... Defendant.

UNDER and by virtue of the commission issued to me in the above case for the recovery of the sum of Rs. 1,390, with interest on Rs. 1,000, at 18 per cent. per annum from October 2, 1929, till date of payment, not exceeding Rs. 610, and costs Rs. 180.05, I shall sell by public auction the under-mentioned properties on Friday, October 24, 1930, at 9.30 A.M., viz:—

1. All that land called Othiadykadu, situated at Chila-wattai in Karikkaddumulai North, Maritime pattus, Mullaittivu District, Northern Province; bounded on the north and east by Crown land, south by T. P. 186,432 and lot 9,315 in P. P. 2,602, on the west by reservation along the path; in extent 6 acres and 3 perches with the dwelling, compound and plantations standing thereon.

2. All that land called Puliyadiylthundu, situated at ditto; bounded on the north by land in plan No. 172,245, on the east and south by Crown land, on the west by foot-path; in extent 1 acre 1 rood and 12 perches.

3. All that land called Puliyadiylthundu, situated at Mullaittivu in ditto; bounded on the north by Mudavankulam, east by Mudavankulam and Mudavankulaththuk-kadu, south by land in plan No. 172,246, on the west by land in plan No. 172,246 and footpath; in extent 3 acres 1 rood and 20 perches.

M. SELVADURAI,  
Additional Deputy Fiscal.

Deputy Fiscal's Office,  
Mullaittivu, September 22, 1930.

#### Auction Sale under Mortgage Decree in D. C., Batticaloa, Case No. 6,900.

Veeracuddiar Kanapathipillai of Arappattai ..... Plaintiff.

Ibralevve Marakar Muhayadeenbava, Marakar of Kattankudy ..... Defendant.

UNDER decree entered and by virtue of the commission issued to me in the above case, I shall sell by public auction the following properties, to wit:—

On Friday, October 24, 1930, beginning at 10 A.M. at the Kattankudy Market.

(a) A land bearing lot No. 816 in plan No. 1,050, situated in Vappantidy in Manmunai pattu, Batticaloa District; bounded on the north by land of V. Muhamadu Mahaiyadeen and others, south by the land of W. Ibralevve, east by Crown land, and west by land lot No. 815; and containing in extent 9 acres 1 rood and 26 perches.

(b) Land lot No. 815 in plan No. 1,050, situated as aforesaid; bounded on the north by land of U. M. Muhayadeen, south by land lot N. 824, east by land lot No. 816, and west by Ottayankudah-aru; and containing in extent 11 acres 2 roods and 28 perches.

(c) A land called Abdurahimanchenaimunniari lot No. 825, situated in Ottayankudah as aforesaid; bounded on the north and west by land of Ibralevve, south by land of P. S. S. Mechalevve, east by Crown land; and containing in extent 13 acres, with inlets and outlets.

(d) A and lot No. 824 in plan No. 1,050, situated as aforesaid; bounded on the north by land lot No. 815, south by Crown land and land of natives, east by land of W. Ibralevve, and west by land of Meerasaibu; and containing in extent 14 acres and 29 perches.

On Saturday, October 25, 1930, beginning at 10 A.M. at the spot.

(e) A land called Mullavayal in Kankanianvely in Nindoor pattu aforesaid; bounded on the north by boundary of Salampavey, south by land of E. Segumuhiyadeenlevve and others, east by land of U. Mohiyadeenbaba, and west by the boundary of land belonging to E. Segumuhiyadeenlevve; and containing in extent north to south on east 94 fathoms, on west 81 fathoms, east to west on north 80 fathoms, on south 92 fathoms.

On Saturday, October 25, 1930, beginning at 11 A.M. at the spot.

(f) Land bearing lot No. 106, situated as aforesaid; bounded on the north by Koolavadichenai, south by Cheenampuddy road, east by road, and west by land of Avuthakader and others; and containing in extent more or less 7 acres, and all the right, title, interest, and claim whatsoever of the defendant.

S. A. SELVANAYAGAM,  
Batticaloa, September 30, 1930. Auctioneer.

#### Auction Sale under Mortgage Decree in D. C., Kurunegala, Case No. 14,996.

BY virtue of the order to sell issued to me in the above case for the recovery of Rs. 1,174, with interest and costs, I shall put up for sale by public auction, commencing at 4 P.M. at the first named land on Saturday, October 18, 1930, the under-mentioned property No. 5726/1000

(1) All that land called Warakanettowatta of 4 lahas kurakkan sowing extent, situated at Yantampola in Dewamedi Udukaha korale.

(2) All that land called Bulughamulawatta, containing in extent 2 lahas of kurakkan sowing, situated at Yantampola aforesaid.

For further particulars please apply to Messrs. Perera & Perera, Proctors, or to me—

Gala House, CHRISTOFFEL OBEYESEKERE,  
Kurunegala. Auctioneer.

#### Auction Sale under Mortgage Decree in D. C., Kurunegala, Case No. 14,940.

BY virtue of the order to sell issued to me in the above case for the recovery of Rs. 2,115 and interest and costs, I shall put up for sale by public auction at the respective lands, commencing at 3.30 P.M. (at the land No. 1), on Monday, November 3, 1930, the under-mentioned property No. 5726/1000

(1) An undivided 3/14 shares of all that land called Segarawekumbura of 6 pelās of paddy sowing extent of (3 acres 1 rood and 20 perches), situated at Recowa in Recopattu korale of Dambadeni hatpattuwa.

(2) An undivided 1/14 share of all that field called Palamalangakumbura of 2 amunams and 2 pelās of paddy sowing extent, situated at Godawita in Recopattu korale aforesaid.

(3) An undivided 3/14 shares of all that contiguous low and high lands called Lindakumbura, Uduagama Vidanegakumbura, Udiyagonnekumbura, and Moonemale Ralagakumbura of 3 amunams and 2 pelās paddy sowing extent, and Moonemale Ralagewatta of 1 thimba of kurakkan sowing extent, now forming one land, and situated at Recowa aforesaid.

(4) An undivided 3/14 shares of all that land called Gedaragawakumbura of 3 amunams of paddy sowing extent, situated at Recowa aforesaid.

(5) An undivided 18/35 shares of all that land called Hitinawatta; in extent 4 lahas of kurakkan, situated at Recoowa aforesaid.

For further particulars please apply to Messrs. Perera & Perera, Proctors, Kurunegala, or to me—

Gala House,  
Kurunegala.

CHRISTOFFEL OBEYESEKERE,  
Auctioneer.

**Auction Sale under Mortgage Decree in D. C.,  
Kurunegala Case No. 13,263.**

Ernest Alfred Shear Richards of Udumalpei, Coimbatore District, India, Plaintiff.

vs.

Jayasundera Mudanage William Jayasundera of Colombo (dead), defendant, and three others, Substituted defendants.

By virtue of the order to sell issued to me in the above case for the recovery of the sum of Rs. 16,809/86, with legal interest and costs, I shall put up for sale by public auction the following property at the time and places as stated below:—

At the spot at 4 P.M. on Friday, October 31, 1930.

All that allotment of land called Meegahakumbura, now garden, in extent 1 acre and 34 perches, with plantations and well built tiled house standing thereon, situated at Madamegama, a little beyond the Kurunegala hospital and adjoining the property of Mr. Everard de Silva.

Commencing at 2 P.M. on Saturday, November 1, 1930, at the land No. 8 the following lands:—

(1) An undivided  $\frac{1}{2}$  share of Tawallekumbura *alias* Meegahakumbura of 3 amunams and 2 pelas paddy sowing, situated at Kalugolla in Mahagalboda Egoda korale.

(2) An undivided  $\frac{1}{2}$  share of Kalugallewewa of 6 pelas paddy sowing extent, situated at Kalugalla aforesaid.

(3) All that land called Unegahakumbura of 1 pela paddy sowing, situated at Dodanwatawana in Mahagalboda Egoda korale.

(4) All that allotment of land called Bogahamulawatta of 6 seers kurakkan sowing extent, with the buildings and plantations, situated at Dodanwatawana aforesaid.

(5) An undivided  $\frac{3}{4}$  shares of Wewapaulawatta of 3 lahas kurakkan sowing extent, with everything thereon, situated at Dodanwatawana aforesaid.

(6) All that allotment of land called Mawatalandewatta and field, Helambagahamulawatta and field, Kongahamulakumbura and Mawatalandewatta, situated at Nabiritawewa in Mahagalboda Egoda korale, in extent, exclusive of stream running through the land, 7 acres and 6 perches.

(7) All that allotment of land called Dangahamulawatta, with the buildings and plantations, situated at Kosgolla in the said korale, in extent 2 roods and 36 $\frac{1}{2}$  perches, exclusive of stream.

(8) All that allotment of land called Kahatagahamulahena, with buildings and plantations, in extent, exclusive of the road passing through the land, 3 acres 2 roods and 38 perches at Kalugalla aforesaid.

(9) All that allotment of land called Kahatagahamulahena of 3 roods and 17 perches, with the buildings and everything thereon, situated at Kalugalla aforesaid.

(10) All that allotment of land called Etambagahamulawatta, with the buildings, &c., thereon, in extent 3 roods and 34 perches, situated at Dodanwatawana.

(11) Southern undivided  $\frac{1}{2}$  share of Kalugallehenyaya and its adjoining Kahatagahamulahena, both of 7 acres 1 rood and 25 perches, with plantations and buildings, situated at Kalugalla aforesaid.

(12) An undivided  $\frac{1}{2}$  share of Siyambalagahakumbura and Siyambalagahawatta of 1 rood and 20 perches, with the buildings, &c., situated at Konwewa in aforesaid korale.

(13) An undivided  $\frac{1}{2}$  share of Kohombagahamulawatta, with plantations, &c., in extent 1 rood and 15 perches, situated at Nabirittawewa aforesaid.

(14) An undivided 2/5 shares of Godawela of 2 pelas paddy and its adjoining gala of 1 seer kurakkan sowing extent, with buildings, &c., thereon, situated at Nabirittawewa.

(15) An undivided  $\frac{1}{2}$  share of Helambagahamulagala of 2 seers kurakkan sowing extent, with buildings, &c., thereon, situated at Kudawewa in the said korale.

(16) An undivided  $\frac{1}{2}$  share of Bokkuwagawakumbura of 7 lahas paddy sowing extent, situated at Konwewa aforesaid.

(17) An undivided  $\frac{1}{2}$  share of Bokkuwagawakumbura of 15 lahas paddy, situated at Kalugalla.

(18) All that allotment of land called Dambekumbura of 2 pelas and 5 lahas paddy, situated at Hiripitiya.

(19) An undivided  $\frac{1}{2}$  share of Siyambalagahamulawatta and Ganbadugahamulawatta of 1 acre 3 roods and 6 perches, with buildings, &c., situated at Hiripitiya aforesaid.

(20) All that allotment of land called Webadapura of 2 roods and 7 perches, situated at Uduhodagama in aforesaid korale.

(21) All that portion towards the north in extent 4 acres from and out of all that land called Mailagahamulahena, now a garden, with plantations and buildings thereon, situated at Kalugalla aforesaid.

For further particulars please apply to Messrs. Daniels & de Silva, Crown Proctors, Kurunegala, or to me—

Gala House,  
Kurunegala, September 25, 1930.

CHRISTOFFEL OBEYESEKERE,  
Auctioneer.

**Auction Sale under Mortgage Decree.**

UNDER and by virtue of the decree entered in D. C., Kegalla, case No. 9,429, and commission issued to me, I shall sell by public auction the following properties specially bound and executable for the recovery of the amount stated therein on Saturday, October 18, 1930, commencing at 10 A.M. at the spot of sale:

1. An undivided  $\frac{1}{2}$  share of Katundawewatta of 1 amunam paddy sowing extent.
2. An undivided 7/10 share of Galahitiyakumbura of 16 lahas paddy sowing extent.
3. An undivided 4/5 share of Hitinawatta of 2 pelas paddy sowing extent and of the tiled house thereon (excluding therefrom the barn), all those lands are situated at Padidora in Egodepetha pattu of Galboda korale, Kegalla District.

D. S. WICKRAMASINGHE,  
Kegalla, September 23, 1930. Licensed Auctioneer.

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

We hereby give notice that we have on September 4, 1930, applied to the Hon. the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1931, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: Joseph Costa & Bros.,  
77, Main street, Colombo.

Description of licence or licences applied for: Retail licence not to be consumed in the premises.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Existing licence for a change of site.

Situation of premises to be licensed: 129, Norris road, Colombo.

for JOSEPH COSTA & BROS.,  
S. COSTA.

We hereby give notice that we have on September 29, 1930, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1931, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: K. Porlentina Cooray (Mrs. D. A. Perera and D. Cyril Perera), 1, New Urugodawatta road.

Description of licence or licences applied for: Restaurant licence.

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

Situation of premises to be licensed: 45, St. Joseph's street, Grandpass, Colombo.

H. DON SAMUEL,  
for Mrs. D. A. PERERA & SON.

We hereby give notice that we have on September 18, 1930, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1931, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: The Royal Pharmacy, 14, Baillie street, Fort.

Description of licence or licences applied for: Rectified spirits.

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

Situation of premises to be licensed: 14, Baillie street, Fort.

THE ROYAL PHARMACY.

Description of licence applied for: Retail and whole sale of medicated wine.

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

Situation of premises to be licensed: 221-223, 2nd Division, Maradana.

A. V. NAGALINGAM.

I hereby give notice that I have on September 30, 1930, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1931, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: A. V. Nagalingam, 221-223, 2nd Division, Maradana.

I hereby give notice that I have on September 29, 1930, applied to the Assistant Government Agent, Matale, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1931, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: J. X. P. Croos Pillai, 66-67, Trincomalee street, Matale.

Description of licence applied for: Medicated wines only.

State whether application is for renewal of existing licence: Renewal.

Situation of premises to be licensed: 66-67, Trincomalee street.

J. X. P. CROOS PILLAI.

## SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

### SPECIFICATION.—Irrigation Works, Matara District, Southern Province.

SPECIFICATION amending and supplementing the specification showing lands found to be capable of irrigation by Urapola Anicut, published in *Government Gazette* No. 7,490 of October 9, 1925.

*Amendment.*—Lots numbers 244, 267, 286, 303, and 304 in Batuwita, lot No. 336 in Rilamulla, and lots numbers 349 and 949 in Polatugoda in specification published in *Government Gazette* No. 7,490 of October 9, 1925, are hereby cancelled, and the following are substituted.

*Rate in Perpetuity Re. 1 per acre per annum except allotment of land No. 949, which pays a rate of Re. 1 per acre per annum revisable at any time.*

#### Village—Batuwita.

No.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Amount due.		Total Amount due.
				A. R. P.	Rs. c.	
244	Godella	Mr. J. S. Wirasinha	0 2 16	0 60	0 60	
267	Gorokgahadepela	Ganitage Sawanerisa and others	1 1 0	1 25	1 25	
286	Pinmulana	Don J. J. Abeyratne Weerasekera	0 2 16	0 60	0 60	
303	Meetiyaodella	D. Alex. de Silva and others	0 3 8	0 80	0 80	
304	Mirissamulana	Do.	0 3 8	0 80	0 80	

#### Village—Rilamulla.

336	Malhewa	Don Carolis Wickrama and others	1 2 16	1 60	1 60
-----	---------	---------------------------------	--------	------	------

#### Village—Polatugoda.

349	Pinmulana	Sunandarama Vihare	1 0 32	1 20	1 20
949	Lintotamulla	Vidane Patiranage Madduhamy and others	2 2 0	2 50	2 50

*Supplementary.*—The following are additions to the specification published in *Government Gazette* No. 7,490 of October 9, 1925. *Lands subject to a rate of Re. 1 per acre per annum which rate is liable to revision at any time.*

#### Village—Komangoda.

973	Epitawattedeniya	Hinipellege Edoriya and others	0 0 30	0 19	0 19
974	Usgodawattakella	Colombage Hendrick	0 0 32	0 20	0 20
			9 2 38	9 74	9 74

#### AMENDED SUMMARY.

In supplementary specification published in *Government Gazette* No. 7,746 of November 22, 1929.

	Extent.		Amount.
	A. R. P.	Rs. c.	
(1) Lands paying an irrigation rate in perpetuity of Re. 1 per acre per annum	1,493	1 32	1,495 63
By this amendment add ..	1	2 20	1 61
(2) Lands paying an Irrigation rate of Re. 1 per acre per annum revisable at any time	40	1 32	40 52
By this amendment add ..	0	3 10	0 81
Total paying rate	1,536	1 14	1,538 57

The Kachcheri,  
Matara, August 30, 1930.

H. J. L. LEIGH-CLARE,  
Assistant Government Agent.



**MISCELLANEOUS DEPARTMENTAL NOTICES.****Pharmacists Examination.**

THE following have passed the Pharmacists Examination held under section 59 (d) and (e) of Ordinance No. 26 of 1927, from August 25 to September 3, 1930:—

(1) M. D. F. Obesekera, (2) G. P. Hanks, (3) K. D. B. Perera, (4) I. E. Perera, (6) N. N. K. Nair, (9) V. C. Kannan, (10) P. B. C. Herath, (11) L. B. Yatigammana, (12) B. M. Baldsing, (13) K. L. A. E. de Silva, (16) M. H. S. Chandrapala, (17) V. A. Wijesinghe, (18) W. S. Peiris, (23) H. S. Alexander, (26) D. L. Gunawardena, (28) A. S. Perera, (29) J. D. E. W. Abewickrama, (30) A. Solomon, (31) B. C. Mendis, (32) P. D. C. J. Wijeratne, (36) A. de Silva, (37) A. M. A. Kipibathkumbura, (38) A. F. Jaganathan, (39) S. W. Keerthisena, (40) A. G. Gunawardena, (43) K. V. Panikar, (44) G. W. Pinto, (45) B. T. Mendis, (47) M. J. Perera, (48) D. B. Udumulle, (49) A. Madanayake, (50) M. W. de Silva, (52) G. A. Anthonisz, (56) M. E. Mendis, (57) K. M. Samarakoon, (60) H. J. Caldera, (61) J. P. Wijesinghe, (63) N. S. Poulter, (64) T. D. A. Perera, (66) L. B. Samarantunge, (67) K. Sothimuther, (68) D. F. Jayasundera, (70) B. D. Lawris, (71) T. David, (73) R. P. de Mel, (74) C. Gomez, (77) A. R. Perera, (78) D. E. Perera, (80) W. A. D. Hendrick, (81) H. J. S. Abeysena, (82) D. G. T. Kodippily, (84) M. J. de Rosairo, (85) P. de Livera, (86) P. R. Perera, (89) B. A. James, (92) W. R. Fernando, (93) B. H. W. W. de Silva, (94) G. D. F. de Silva, (95) D. C. E. Wijesuriya, (96) P. Kadirgamamuthaly, (99) E. de Zilwa, (101) C. P. Ramanayake, (103) Y. D. Jesudhasen, (105) T. Jawanis, (106) G. G. H. R. de P. Jayawardena.

Ceylon Medical College,  
Colombo, September 25, 1930.

**Results of the Postal Clerical Examination, July, 1930.**

IT is hereby notified that the under-mentioned candidates have been successful in the examination held on July 29, 1930, and the following days, for admission to Class II. and Class III. of the Postal Clerical Service:—

**Class II.**

1. G. Simeon, Kalegana, Galle.
2. M. E. Perera, 190, Kelaniya.
3. D. G. Palimuhandiram, Udatutiripitiya, Gampaha.
4. R. Pulanthiram, Kokuvil East, Jaffna.
5. C. E. de Silva, 80, Colombo road, Kaluwella, Galle.
6. S. Namasivayam, Anaicottai North, Manipay.
7. G. H. de Silva, Postmaster-General's Office, General Post Office.
8. S. Sivagurunathan, Chiviyatheru East, Jaffna.
9. O. A. F. Gunawardena, Chief Engineer's Office, General Post Office.
10. K. A. Fernando, Accountant's Office, General Post Office.
11. R. V. A. M. Fonseka, Accountant's Office, General Post Office.

**Class III.**

1. H. B. Christie David, Wimbledon, Pickering's road, Kotahena.
2. M. R. L. de Silva, Ellens Rhue, Nutmeg Garden, Galle.
3. W. G. Podimahatmaya, 71, Mahamodera, Galle.
4. N. R. Senathirajah, 6/7, Kaw Gardens, Slave Island.
5. W. S. Perera, Baththaramulla, Talangama.
6. C. F. Fernando, 16, Lauries road, Bambalapitiya.
7. C. Arulampalam, Sithivinayakar Kovilady, Jaffna.
8. N. J. Hippolyte, Director of Medical and Sanitary Services Office, Colombo.
9. L. B. Anandappa, Daisy Dale, New Chetty street, Colombo.
10. K. Velupillai, Muttu Malihai, Point Pedro.

H. A. BURDEN,  
Postmaster-General.

Office of the Postmaster-General,  
Colombo, September 26, 1930.

**KI/Horana Buddhist English Night School.**

NOTICE is hereby given that an application has been received from Mr. J. R. Bhatt for grant in aid of the above school, which is situated at Horana, Raigamkorale, Kalutara District of the Western Province. Observations will be received not later than November 3, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 3, 1930.

**Berat 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 Dikoya district of the Central Province.

Observations will be received not later than November 2, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 2, 1930.

**Halgranoya 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 Uda Pussellawa District of the Central Province.

Observations will be received not later than November 2, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 2, 1930.

**Minna Estate School.**

NOTICE is hereby given that an application has been received from the Superintendent, Strathspey Group, Maskeliya, for grant in aid of the above school, which is situated in the Maskeliya District of the Central Province.

Observations will be received not later than November 2, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 2, 1930.

**Allagolla 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 Uda Pussellawa District of the Central Province.

Observations will be received not later than November 2, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 2, 1930.

**J/Neervaley Hindu Mixed English School.**

NOTICE is hereby given that the above school, situated at Neervaley, Jaffna District of the Northern Province, under the management of Mr. A. Attiar Arunachalam, has been registered as a grant-in-aid school, with effect from January, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 3, 1930.

**Rosebury 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 Haputale District of the Province of Uva.

Observations will be received not later than November 2, 1930.

L. McD. ROBISON,  
Education Office, Acting Director of Education.  
Colombo, October 2, 1930.

**Appointment of Assessors.**

BY virtue of powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I have appointed the persons named below to be assessors for the towns noted above their names for the year, 1931:—

(1) For the Local Board Town of Gampola.

W. T. Samaraweera. | H. Chas. de Silva.  
S. Mohammodu Lebbe.

(2) For the Local Board Town of Nawalapitiya.

E. V. Mendis. | D. S. Sagayam.  
E. A. Lebbe.

(3) For the Local Board Town of Hatton-Dikoya.

N. T. Martin. | E. Wijetunge.  
R. T. Niles.

The Pancheri,  
Kandy, September 24, 1930. H. W. COBRINGTON,  
Government Agent.

## 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 Kandyans or of Muhammadans, I, John Christopher Wilberforce Rock, 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:—

Number.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
488	September 26, 1930	Church of St. Theresa of Lisieux	Sandilippai, Valikamam West, Jaffna District	Rev. S. Gnana Prakashar, O.M.I., Minister	Roman Catholic

Registrar-General's Office,  
Colombo, September 26, 1930.

J. C. W. ROCK,  
Registrar-General.

## Appointment of Assessors.

BY virtue of powers vested in me under section 5 of Ordinance No. 7 of 1866 as amended by Ordinance No. 19 of 1921, I have appointed the persons named below to be assessors for the town of Kurunegala, for the year 1931.

1. Mr. D. B. Herat.
2. Mr. E. C. Jobsz.
3. Mr. T. N. de Alwis.

W. J. L. ROGERSON,  
Acting Government Agent.  
The Kachcheri,  
Kurunegala, September 24, 1930.

8. The purchaser does not in any way exempt himself from liability under the Forest Ordinance, No. 16 of 1907, should he be responsible for the commission of a forest offence in or outside the boundaries of the purchased block.

9. The distance from the forest to the nearest cart road is 1 mile and 8 miles to the Matara Railway Station.

W. E. WAIT,  
Acting Conservator of Forests.  
Office of the Conservator of Forests,  
Kandy, September 26, 1930.

## Level Crossing.

7 THE level crossing at 193 miles 40 chains, Northern Line, between Mannar and Peralai, will be closed for vehicular traffic from 6.30 A.M. to 5 P.M. on Tuesday, October 7, 1930, for purposes of repairs.

E. W. HEAD,  
Acting General Manager.  
Colombo, September 24, 1930.

## Cancellation of a Butcher's Licence.

P. C. SEGU MUHAMMADU MARIKKAR of Paragahadeniya having failed satisfactorily to carry on the trade of a butcher, it is hereby notified, in terms of section 7 of the Butcher's Ordinance, No. 9 of 1893, that the licence dated February 13, 1930, issued to him for sale of mutton at Paragahadeniya is cancelled as from this date.

W. J. L. ROGERSON,  
Acting Government Agent.  
The Kachcheri,  
Kurunegala, September 26, 1930.

## Sale of Timber.

SEALED tenders are invited up to 12 noon on Wednesday, October 29, 1930, for the purchase of all firewood and other timber, excepting hora, nedun, and mendora, in a block of about 5 acres in extent, in Kekandura forest. The boundaries of the block are as follows:—

- North.—1929-30 fuel coupe.  
South.—Cut line.  
East.—1929-30 fuel coupe.  
West.—Reservation along tank bund.

2. All offers are to be made in duplicate addressed to the Divisional Forest Officer, Southern Division (East), Matara, upon forms which will be supplied on depositing a sum of Rs. 10. 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. The block is estimated to contain about 500 cubic yards of firewood exclusive of poles and other timber.

3. Purchasers should satisfy themselves by inspection before offering as to the area and the contents of the block. The boundaries will be pointed out by the local Forest Ranger.

4. A lump sum offer should be made written both in words and figures for the timber and firewood in the block.

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

6. The highest bid will be accepted subject to the approval of the Conservator of Forests.

7. The full purchase amount should be paid before the issue of a felling licence.

## Sale of Timber in North-Western Division.

WRITTEN offers are invited for the purchase of all material in each of the two services, A and B, enumerated in the annexed schedule.

2. Offers should be made by letter, under sealed and registered cover, addressed to the Divisional Forest Officer, North-Western Division, Kurunegala, and posted to reach the Office of the Divisional Forest Officer, Kurunegala, not later than midday on Tuesday, October 28, 1930, the envelope being marked on the left hand top corner "Offer for the Purchase of Timber, North-Western Division," and signed by tenderer. Alterations must be initialled, otherwise the offers may be treated as informal and rejected.

3. A deposit of Rs. 20 for each of the lots is required, and should be forwarded with the offer by a money order in favour of the Divisional Forest Officer, Kurunegala.

4. Tenderers should satisfy themselves by inspection before tendering, about the contents of the material of the services in the annexed schedule, as the figures given therein are estimated only and their correctness is in no way guaranteed. The material in each of the areas will be pointed out by the local Forest Ranger.

5. The successful tenderer will be required to execute a purchase agreement in respect of each area. A copy of this agreement can be seen at the Office of the Divisional Forest Officer, Kurunegala.

6. Before execution of the agreement the purchaser will be required to pay the full purchase amount.

7. After payment of the purchase amount, deposit of the security and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 5 and 6 of this notice, within fourteen days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited for each area will be forfeited to the Crown. The successful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

8. Tenderers should make offers, written both in words and figures, for the material contained in each of the areas.

9. No tender will be considered unless the procedure laid down above has strictly been complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all the tenders, and of accepting any portion of a tender.

10. The special rules for felling, conversion, and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing of these special conditions shall render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a Forest Offence.

11. The security to be deposited is between Rs. 50 and Rs. 200 according to the discretion of the Divisional Forest Officer.

12. For any further information, application should be made to the Divisional Forest Officer, Kurunegala.

## SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser will be allowed 2 months for Service A and 3 months for Service B to fell and remove in the manner specified below, all the material enumerated in the annexed schedule. Any material not removed by the expiry date, shall *ipso facto* revert to the Crown.

(2) Should the purchaser fell or remove any material in excess of the quantity specified, nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

(3) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.

(4) The purchaser or his agent or workmen shall not damage any boundary pillars or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be cleared by the purchaser.

(5) Removal permits will be issued by the Range Forest Officer authorizing the purchaser to remove the material.

(6) The purchaser shall agree that for each and every infringement of the above conditions, he shall become liable to a fine not exceeding Rs. 100 to be imposed by the Divisional Forest Officer in writing at his discretion, and to be recovered from the purchaser's security money.

(7) The purchaser shall agree that, in the event of security money having become exhausted, it shall be within discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 10 per cent. of the full purchase amount or (b) to cancel the agreement and to refund the purchaser such balance of the paid up purchase money, if any, as remains after deducting the value of the timber and firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood or cubic foot of timber shall be reckoned at full royalty rate.

## Schedule.

## Service A.—Pilessa and Madawa Tarapota villages.

The area to be exploited consists of lot numbers 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 16 in P. plan No. 7,207 comprising 15 acres and 21 perches in Pilessa and Madawa Tarapota villages in Gandahe korale, Weudawili hatpattuwa. The distance of transport to the nearest Railway Station (Kurunegala) is 2 miles along cart track and 4 miles along Kurunegala Kandy road.

The area contains approximately the following timber and firewood :—

	Class I. Over 4 ft. in Girth.	Class II. Between 3 and 4 ft.	Class III. Below 3 ft. in Girth.	
Kolon ..	1 = 32..	1 = 13..	—	
Waldel ..	—	1 = 7..	—	
Milla ..	—	34 = 298..	30 = 210	
Damba ..	2 = 32..	—	—	
Kadumberiya ..	1 = 20..	1 = 16..	—	
Welan ..	—	—	2 = 12	

About 255 cubic yards of firewood.

## Service B.—Moragolla.

The area to be exploited consists of 43 acres of Moragolla Reserve in P. P. 1,165, situated in Tiragandahaye korale of Weudawili hatpattu in the Kurunegala District. The distance of transport to Kurunegala is 6 miles (3 miles along P. W. D. road and 3 miles by V. C. road).

The area contains approximately the following timber :—

	Class I. Over 4 ft. in Girth.	Class II. Between 3 and 4 ft.	Class III. Below 3 ft. in Girth.	
Milla ..	85 = 1,532..	33 = 224..	1 = 4	
Del ..	33 = 1,074..	17 = 209..	—	
Dawata ..	1 = 46..	—	—	
Keena ..	1 = 20..	—	—	
Lunumidella ..	4 = 129..	2 = 24..	—	
Etamba ..	1 = 56..	—	—	
Mara ..	2 = 69..	1 = 10..	—	
Hik ..	3 = 73..	—	—	
Ketakela ..	—	2 = 8..	—	
Kekuna ..	6 = 295..	—	—	
Kudumberiya ..	1 = 41..	—	—	
Damba ..	1 = 19..	—	—	
Jak ..	2 = 32..	—	—	

About 860 cubic yards of firewood.

W. E. WAITE,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, September 26, 1930.

## Sale of Timber from Lands alienated under the Peasant Proprietor System at Botalawa.

WRITTEN offers are invited for the purchase of 43 felled and 35 unfelled trees lying and standing in the lands alienated under the Peasant Proprietor System at Botalawa, Pasdun korale east, Kalutara District, as described in the annexed schedule.

2. Offers should be made subject to the following conditions by letter, preferably under sealed and registered cover, addressed to the Divisional Forest Officer, Western Division, Colombo, and posted, or handed over personally, not later than midday on October 28, 1930, the envelope being marked on the left hand top corner, "Offer for Purchase of Timber, &c.," and signed by tenderer.

3. Lump sum offer should be made for all the timber described in the schedule and be written both in words and in figures.

4. Tenderers shall remit Rs. 20 with their offers to the Divisional Forest Officer of the Western Division. 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.

5. The species and measurements 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 ten days of notification of acceptance of his offer pay the full purchase amount. In the event of failure to pay the full purchase amount, the amount of Rs. 20 previously paid shall be forfeited and the timber revert to the Crown.

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

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

9. 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.

10. 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 permits will be issued. That no timber is to be removed without a Timber Cart Note issued by the Range Forest Officer, Matugama.

11. Should any tender or offer be accepted, and should the successful tenderer after due notification decline or fail to pay any sum or sums stipulated for and to enter into the necessary contract within the time allowed, or in reasonable time, he will be held pecuniarily liable for any resultant loss to Government. Tenders and offers are made and received on this distinct understanding. The Conservator of Forests reserves the discretionary powers to waive the terms of this clause in any degree as he may consider the circumstances justify.

W. E. WAITE,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, September 30, 1930.

## SCHEDULE.

Felled Trees.			Unfelled Trees.		
No.	Species.	Cubic Feet.	No.	Species.	Cubic Feet.
6	Alubo	76	16	Alubo	113
7	Arida	93	3	Andunwenna	22
2	Dawata	17	1	Badulla	7
1	Dambu	7	1	Dawata	13
7	Godapora	17	2	Del	15
12	Hedawaka	88	1	Etamba	32
1	Keena	9	1	Godapora	17
1	Kekuna	13	2	Hedawaka	18
1	Kokatiya	40	1	Kekuna	6
1	Panukera	4	1	Malpedda	15
4	Pepaliya	19	2	Milla	50
			1	Netaw	17
			1	Pepaliya	7
			1	Sepali	13
			1	Wal-Jambu	4
43					
			35		

About 1,000 cubic yards of firewood felled and unfelled.

## 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 November 1, 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 Kacheheri, until 2 p.m. on Wednesday, October 29, 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 Kacheheri.

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 Kacheheri,  
Colombo, October 1, 1930.

R. N. THAINE,  
Government Agent.

## Schedule referred to.

Lôt.	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 \_\_\_\_\_, of \_\_\_\_\_ (hereinafter called the lessee, which expression shall include his heirs, executors, administrators, and assigns) of the other part, by which the parties hereto agree as follows:—

1. The lessor on behalf of the Crown agrees to let and demise and the lessee to take all that allotment of Crown land, situated at \_\_\_\_\_ in \_\_\_\_\_, particularized in the schedule hereto, and containing in the whole \_\_\_\_\_, together with all ways, waters, 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 permit 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: \_\_\_\_\_

**Closure of Area for Application Surveys in Northern Province.**

**N**OTICE is hereby given that area No. 1, which includes the Jaffna District, will be closed for survey on November 15, 1930.

2. Applications for land within this area, if received after that date, will not be forwarded for survey until the area is again taken up.

This, however, will not preclude applicants from submitting to me, for registration, applications for land within this area with a view to ascertaining whether there are any objections to sale or lease.

3. The next area to be closed for survey will be No. 2, which includes the Mannar District.

September 22, 1930.

J. D. BROWN,  
Government Agent.

**Closure of Area for Application Surveys in the Province of Uva.**

**N**OTICE is hereby given that surveys in connection with application for the purchase or lease of Crown land will be undertaken in the Province of Uva, in rotation.

2. The Province is divided into—

Area No. 1, which includes Wiyaluwa, Yatikinda, and Udukinda divisions, and Kandapalle korale in Wellawaya division.

Area No. 2, which includes Wellawaya, Kongala-Bintenna, and Sittaramapalata korales in Wellawaya division, and Bintenna, Wellassa, and Buttala divisions.

3. Area No. 1 will be closed on November 3, 1930, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 2. Applications for the purchase or lease of Crown land in this area should be forwarded to me as early as possible.

The Kachcheri,  
Badulla, September 30, 1930.

E. T. MILLINGTON,  
Government Agent.

**Loss of Firearms.**

**BATTICALOA DISTRICT.**

No. of licence : No. A 201/M.

Name of licensee : Mohamadu Lebbe Adam Lebbe of Kattankudy, Division No. 3.

Description of gun : Single-barrelled muzzle-loading gun bearing No. W 646 on the stock.

Remarks : Reported to have been lost.

License No. A 230/M.

Name of licensee : Meera Lebbe Ahamadu Lebbe of Kattankudy, Division No. 3.

Description of gun : Single-barrelled muzzle-loading gun bearing No. 2,092 on the stock.

Remarks : Reported to have been stolen.

No. of licence : A 292/M.

Name of licensee : Ahamadu Lebbe Omergatta of Kattankudy, Division No. 5.

Description of gun : Single-barrelled muzzle loading gun bearing No. 2,968 on the stock.

Remarks : Reported to have been stolen.

License No. A 358/M.

Name of licensee : Ahamadu Lebbe Omergatta of Kattankudy, Division No. 5.

Description of gun : Single-barrelled muzzle-loading gun bearing No. 5,500 on the stock and 4,158 on the barrel.

Remarks : Reported to have been stolen.

The Kachcheri,  
Batticaloa, September 20, 1930.

W. D. GUNARATNA,  
for Government Agent.

**TRINCOMALEE DISTRICT.**

(1) Description : One single-barrelled muzzle-loading gun bearing No. 43/43, 1917.

Name of owner : Kather Ibrahim Lebbe of Batticaloa, presently of Pavanai.

Number of licence : A 86312/935.

Remarks : The gun is reported to have been lost in the Verugal river.

(2) Description : One single-barrelled breech-loading gun bearing No. 2591 by S. A. Company.

Name of owner : L. H. L. James de Silva of Alutoya, presently of Nugegoda.

Number of licence : 767/127.

Remarks : The gun is reported to have been lost.

R. B. JANSZ,

for Assistant Government Agent.

The Kachcheri,  
Trincomalee, September 26, 1930.

**ANURADHAPURA DISTRICT.**

Description : Single-barrelled breech-loading gun, 12 bore, bearing No. 2651 on stock and 3512 on the barrel.

Owner : J. G. Thobias Appu of Anuradhapura.

No. of licence : CO2651, renewed for 1930.

Remarks : Reported to have been lost.

W. J. A. VAN LANGENBERG,  
for Government Agent.

The Kachcheri,  
Anuradhapura, September 29, 1930.

**RATNAPURA DISTRICT.**

Description : One single-barrelled breech-loading gun No. 7120/A 537352.

License No. : 355/KR/C 47840 for 1929.

Licensee : B. A. Panambalana of Ratnapura.

Remarks : The licensee is dead. Gun lost.

A. KANAPATHIPILLAI,

for Government Agent.

The Kachcheri,  
Ratnapura, September 26, 1930.

**KEGALLA DISTRICT.**

(1) Licence No. : 718/G & K of January 7, 1930.

Name of licensee : Veeramuttu, Hatbawa estate, Rambukkana.

Description of gun : Single-barrelled cap gun No. 1433.  
Remarks : Gun is reported to have been lost.

(2) Licence No. : 711/3K of November 21, 1929.

Name of licensee : K. A. Martin Appuhamy of Imbulana.

Description of gun : Single-barrelled cap gun No. 3438.

Remarks : Gun is reported to have been lost.

(3) Description : Single-barrelled breach-loading gun No. 5325/36105.

Licensee : A. T. Jayasena of Gabbala, Rambukkana.

No. of licence : 652/G & K of December 23, 1929.

Remarks : Said to have been stolen.

W. O. STEVENS,

Assistant Government Agent.

The Kachcheri,  
Kegalla, September 29, 1930.

**RINDERPEST.**

**W**HEREAS rinderpest has broken out at Bulathsinhale in the Pasdun korale east, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Botale and Diwalakada, east by Delmella and Hingurudola, south by Yatagam-pitiya and Pahala Welgama, west by Kobowaka and Govinna, is infected in terms of section 5, sub-section (1) and (2), of the Ordinance No. 25 of 1909. This declaration is to take effect from September 22, 1930.

September 24, 1930.

G. W. GOONERATNE,  
Chief Headman.

**W**HEREAS rinderpest has broken out at Munagama in Kumbuke pattu of Rayigam korale, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Uduwa and Owitiyagala, east by Miwanapalana and Ilimbe, south by Ilimbe and Bellapitiyawela, west by Ellakandu and Dorana estates inclusive of all Public Works Department, District Road Committee and Village Committee roads, is infected in terms of section 5, sub-sections (1) and (2) of Ordinance No. 25 of 1909: This declaration is to take effect from to-day.

September 24, 1930.

RICHARD B. KARUNARATNA,  
Chief Headman.

**W**HEREAS rinderpest has broken out at Kalapugama in the Panadure totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by land belonging to the heirs of the late Mr. Solomon Fernando, east by Kitulgahatuduwe-kumburuyaya, south by Kalapugama-Panapitiya village cart road, west by the village boundary of Panapitiya and

the coconut property owned by Miss Orr, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909. This declaration is to take effect from September 27, 1930.

September 27, 1930.

EDMUND PIERIS,  
Chief Headman.

WHEREAS rinderpest has broken out at Kalamulla in the Kalutara totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by cart road leading to the sea from the Colombo-Galle road by the house of Mr. A. Victor Silva, east by Colombo-Galle high road, south by cart road leading to the sea from the Colombo-Galle high road by St. Anthony's Church, west by the Railway line, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909. This declaration is to take effect from September 27, 1930.

September 27, 1930.

EDMUND PIERIS,  
Chief Headman.

NOTICE is hereby given that the area declared infected at Ukwatta in the Kalutara totamune of the Kalutara District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923; and proclaimed in *Gazette* dated June 27, 1930, is free from rinderpest, and is no longer an infected area. This declaration is to take effect from this date.

A. A. NETHSINGHE,  
The Kachcheri, for Assistant Government Agent.  
Kalutara, September 27, 1930.

NOTICE is hereby given that the area declared infected in the following village under section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* is now free from cattle disease.

The area is bounded on the north by the village boundaries of Kiniwita and Dorawaka, east by village boundary of Lolgoda, south by the boundaries of Kiwuldeniya, Dandeniya, and Three Korales, and west by Rabbidigala.

September 23, 1930.

P. C. DEDIGAMA,  
Chief Headman.

#### FOOT-AND-MOUTH DISEASE.

NOTICE is hereby given that the areas declared infected in the following villages under section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* are now free from cattle disease.

Marukwatura and Ambuwangala are bounded on the north by Maha-oya, east by Kinigoda korale, south by village boundaries of Wattarama and Ranawana, and west by Kuda-oya and Batuwatta.

September 18, 1930.

P. C. DEDIGAMA,  
Chief Headman.

NOTICE is hereby given that the area declared infected in the following village under section 5, sub-sections (1) and (2), of Ordinance No. 25, 1909, and proclaimed in the *Government Gazette* is now free from cattle disease.

Yatattawala is bounded on the north by Maha-oya, east by village boundary of Marukwatura, south by village boundaries of Abmuwangala and Wattarama, and west by boundaries of Batuwatta and Kuda-oya.

September 18, 1930.

P. C. DEDIGAMA,  
Chief Headman.

NOTICE is hereby given that the area declared infected at Panaliya palata, in Udapola korale east and Ratmalagoda palata in Udapola Oota korale west, in Dambadeni hatpattu of the Kurunegala District of the North-Western Province, under section 5, sub-sections (1) and (2) of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated June 27 and August 22, 1930, respectively are free from foot-and-mouth disease, and are no longer infected areas. This declaration is to take effect from this date.

S. D. SAMARASINGHE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, September 29, 1930.

NOTICE is hereby given that the area declared infected at Halpitiya in Doyaladahamuna pattu of Kinigoda korale of Kegalla District 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 June 13, 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,  
The Kachcheri, for Assistant Government Agent.  
Kegalla, September 29, 1930.

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

Extension of Closing Hours of Arrack and Toddy Taverns in Point Pedro and Paloly West in Jaffna District.

IT is hereby notified for the information of the General Public that after consulting the Excise Advisory Committee for the Jaffna Revenue District area at a meeting held on August 16, 1930, I have extended the hour of closing of the Point Pedro arrack tavern and the Point Pedro and Paloly West toddy taverns from 6.30 P.M. to 7 P.M., with effect from October 1, 1930.

The Kachcheri,  
Jaffna, September 24, 1930.

J. D. BROWN,  
Government Agent.

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

Election of Members, Negombo Urban District Council.

NOTICE is hereby given that it is intended to hold an election of members of the Negombo Urban District Council, on Saturday, November 22, next. Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons whose names appear in the electoral roll of the electoral division for which each candidate offers himself for election, and the nomination paper must be delivered at the Office of the Negombo Urban District Council, at or before 12 noon on November 22, 1930, which day has been fixed for that purpose.

If more than one candidate is nominated for any one division, a poll will be taken on Saturday, December 6, 1930, at the polling place provided for that division as shown below. The poll shall open at 9 A.M. and close at 3.30 P.M. :—

##### Polling Places.

For Division No. 1 : St. Mary's College, Main street.  
For Division No. 2 : The Urban District Council Office.  
For Division No. 3 : St. Sebastian's Tamil School, Sea street.  
For Division No. 4 : St. Peter's Boys' School, Chilaw road.  
For Division No. 5 : St. Joseph's Church Mission House.  
For Division No. 6 : The Roman Catholic Boys' School, Bolawalana.

H. P. KAUFMANN,  
Assistant Government Agent.

The Kachcheri,  
Colombo, September 24, 1930.

#### Rabies.

WHEREAS danger of rabies exists at present in the administrative limits of the Matalé Urban District Council.

(1) It is hereby proclaimed under the provision of section 10A (1) and (2) of the Rabies Ordinance, No. 7 of 1893, as amended by Ordinance No. 6 of 1929 that the Matalé Urban District Council area is one within which danger of rabies exists.

(2) Any dog found in any public place or road or any place other than a private building, compound or garden, within any part of the Matalé Urban District Council area and not being tied up, or led, shall be liable to be destroyed forthwith by any person authorized by me in writing.

Office of the Urban District Council, W. GOPALLAWA,  
Matalé, September 29, 1930. Chairman.

**MUNICIPAL COUNCIL NOTICES.****MUNICIPALITY OF COLOMBO.****Auction Sale of Motor Bus.**

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Town Hall, G. H. N. SAUNDERS,  
Colombo, September 30, 1930. Municipal Treasurer.

**SCHEDULE.**

Premises No. 27; Street: Layard's Broadway; Quarter and Year: 1st quarter, 1930; Property seized: 1 Motor Bus (Graham Brothers) No. P 119, Engine No. A 27105, S 225 (weight 1 ton 7 cwt.); Place of Sale: Municipal Council Stores, Darley road; Time of Sale: at 9 A.M. on Tuesday, October 7, 1930.

**Sale of Immovable Property.**

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, G. H. N. SAUNDERS,  
Colombo, October 1, 1930. for Chairman.

**SCHEDULE.**

Premises No. 529/9; Street: Maradana road; Quarter and Year: 2nd quarter, 1930; Time of Sale: 7.30 A.M. on October 25, 1930.

Premises No. 66/16; Street: Temple road; Quarter and Year: 2nd quarter, 1930; Time of Sale: 8 A.M. on October 25, 1930.

Premises No. 288; Street: Dematagoda road; Quarter and Year: 2nd quarter, 1930; Time of Sale: 8.30 A.M. on October 25, 1930.

Premises No. 116/1-13; Street: Skinner's road south; Quarter and Year: 1st quarter, 1930; Time of Sale: 9 A.M. on October 25, 1930.

**Auction Sale of Furniture, &c.**

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Town Hall, G. H. N. SAUNDERS,  
Colombo, October 1, 1930. Municipal Treasurer.

**SCHEDULE.**

Premises Nos. 66, 68, 70, 72, 72A, 74, and 74/2-5; Street: Cork road; Quarter and Year: 1st and 2nd quarters, 1930; Property seized: 6 jakwood chairs, 1 jakwood teapoy, 1 jakwood easy folding chair, 1 jakwood table with drawers, 1 jakwood table (old), 2 coconut scrapers, 1 grinding stone, 1 hand stone, 1 jak chair; Place of Sale: Municipal Council Stores, Darley road; Time of Sale: at 9 A.M. on October 11, 1930.

Premises No. 52; Street: 26th lane, Wellawatta; Quarter and Year: 2nd quarter, 1930; Property seized: 1 copper pan; Place of Sale: Municipal Council Stores, Darley road; Time of Sale: at 8.30 A.M. on October 11, 1930.

**MUNICIPALITY OF KANDY.**

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 Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of excess water and meter rent due on the premises for 1st and 2nd quarters, 1930, and of which particulars are given in the under-mentioned list, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes and costs be duly paid.

By order,  
The Municipal Office, JAS. JAYETILEKE,  
Kandy, September 25, 1930. Secretary.

**List.**

Date of Sale: October 25, 1930, at 9 A.M. commencing from the first named premises.

Premises Nos. 248, Colombo street, 2nd quarter, 1930; 63, Trincomalee street, 2nd quarter, 1930; 310, Trincomalee street, 1st and 2nd quarters, 1930; 348/9, Trincomalee street, 2nd quarter, 1930; 26, King street, 2nd quarter, 1930; 345, Trincomalee street, 1st quarter, 1930.

**ROAD COMMITTEE NOTICES.****Galagedara-Heenabowe Estate Cart Road.**

NOTICE is hereby given in terms of Ordinance No. 12 of 1902 that a General Meeting of all those interested in the above road will be held at Alluta estate bungalow, Galagedara, on October 7, 1930, at 9 A.M., for the purpose of electing a Local Committee to hold office for the next two years and the Committee as soon as elected will consider the following:—

1. Election of Chairman, Local Committee.
2. Read minutes of meeting held on October 9, 1929.
3. Pass accounts for 1929-30.
4. Consider and pass estimate for the maintenance of the above road for 1930-31.
5. Prepare report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in, and which use the road,
- (b) The sections of the road used by these estates,
- (c) The names of proprietors, resident managers and of the Agents of these estates—

for the assessment of the cost of maintenance for year ending September 30, 1931.

6. Any other business that may be brought before the meeting.

R. H. D. MANDERS,  
Kandy, September 18, 1930. for Chairman.

**Tuntota-Mandakondana Estate Road.**

NOTICE is hereby given in terms of section 18 of "The Estate Roads Ordinance, 1902," that a meeting of the Local Committee of the above road will be held at Padma Group Office on October 20, 1930, at 9.30 A.M.

**Business.**

1. To confirm Minutes of the last meeting.
2. To consider accounts for 1929-30.
3. To frame and pass estimates for 1930-31.
4. To report to the Provincial Road Committee with regard to—

- (a) The section into which the road is to be divided for upkeep assessment,
- (b) The names of the estates (with their acreage) which are interested in and which use the road,
- (c) The sections of the road used by these estates,
- (d) The names of the properties, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the cost of maintenance of the above road during 1930-31.

H. W. RUEGG,  
Padama Group,  
Madampe, September 25, 1930. Chairman.

## Parakaduwa-Hemmingford Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1929, to September 30, 1930, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

## PARAKADUWA-HEMMINGFORD BRANCH ROAD.

(Estimate No. D 500 of November 22, 1929.)

Government contribution .. Rs. 730.00  
Private contributions .. Rs. 744.60

1st section, 1 mile.

Total acreage, 4,035—Moiety of cost, Rs. 310.25—  
Rate per acre, 7.6889c.

Proprietors or Agents.	Estate.	Cultivated Acreage.	Assessment. Rs. c.
Mr. E. S. Rodrigo, Edwin Villa, Panadure	Galkanda	42	3 22
The Grand Central Rubber Company, Colombo	Meegastenna	132	10 15

2nd section, 1.48 miles.

Total acreage, 3,861—Moiety of cost, Rs. 434.35—  
Rate per acre, 11.2496—Total rate, 18.9385c.

The General Tea Estates, Ltd., Lake Bungalow, Kandy	Hemmingford Group	1399	264 95
Messrs. R. G. Talbot & L. Bayly, Digowa, Parakaduwa	Digowa	560	106 6
Nagolla (Ceylon) Rubber & Tea plantations, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	94 70
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	83 33
Mr. A. H. T. de Soysa, Seetha, Gregory's road, Colombo	Hillington	80	15 15
Mr. T. A. de S. Wijeyaratna, 37, Hospital street, Colombo	Pannila	185	35 4
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	24 63
Mr. D. C. Wijewardena & Mr. D. L. Welikala, Proctor, Avissawella	Pathberiya	67	12 69
Mr. C. C. Wijetunga, 58, 37th lane, Wellawatta	Gangaturiya	30	5 68
Mr. R. B. Ratnayaka, 8, Dealplace, Colpetty	Egodakanda	25	4 73
Mr. Richard Salgado, Salgado Villa, Panadure	Labuellagoda	50	9 47
Do.	Andapana	35	6 62
Mr. A. Don Suwaris Abeysingha, Wetera, Kesbawa	Tippolewatta	30	5 68
The Superintendent, Pambagama, Eheliyagoda (Messrs. George Steuart & Co., Colombo, Agents)	Pambagama (Tea division)	330	62 50
Total		4,035	744 60

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 31, 1930.

A. KANAPATHIPILLAI,  
Provincial Road Committee,  
Ratnapura, September 17, 1930.  
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. 5,094.

(2) Date of Receipt: August 1, 1930.

(3) Applicant (Proprietor of the Trade Mark): THE TUNNEL PORTLAND CEMENT CO., LIMITED (a company incorporated under the English Companies' Acts), The Tunnel Cement Works, West Thurrock, Grays, Essex, England; and Victoria Station House, Westminster, London, S. W., England; Cement manufacturers.

(4) Address for service in the Island: C/o Julius & Creasy Prince street, Fort, Colombo.

(5) Class: 17.

(6) Goods: Portland cement, and other cements for building or construction.

(7) Representation of the Trade Mark:



Registration of this Trade Mark shall give no right to the exclusive use of the word "LONDON."

Registrar-General's Office, J. C. W. ROCK,  
Colombo, October 1, 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. 5,111.

(2) Date of Receipt: August 18, 1930.

(3) Applicant (Proprietor of the Trade Mark): IMPERIAL CHEMICAL INDUSTRIES, LIMITED (a company incorporated under the English Companies' Acts), Imperial Chemical House, Millbank, London, S. W., England; an Association of manufacturers and merchants.

(4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.

(5) Class: 19.

(6) Goods: Arms, ammunition, and stores, not included in Class 20.

(7) Representation of the Trade Mark:



Associated with the Trade Mark No. 3,264 under Section 24. Registration of this Trade Mark shall give no right to the exclusive use of the letters "ICI."

Registrar-General's Office,  
Colombo, October 1, 1930.

J. C. W. ROCK,  
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. 5,112.
- (2) Date of Receipt : August 18, 1930.
- (3) Applicant (Proprietor of the Trade Mark): **IMPERIAL CHEMICAL INDUSTRIES, LIMITED** (a company incorporated under the English Companies' Acts), Imperial Chemical House, Millbank, London, S.W., England; an Association of manufacturers and merchants.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class : 20.
- (6) Goods : Explosive substances.
- (7) Representation of the Trade Mark :

Rs 16/=



*Associated with the Trade Mark No. 3,264 under Section 24. Registration of this Trade Mark shall give no right to the exclusive use of the letters " I C I."*

J. C. W. Rock,  
Registrar-General's Office, Registrar of Trade Marks.  
Colombo, October 1, 1930.

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. 5,113.
- (2) Date of Receipt : August 18, 1930.
- (3) Applicant (Proprietor of the Trade Mark): **IMPERIAL CHEMICAL INDUSTRIES, LIMITED** (a company incorporated under the English Companies' Acts), Imperial Chemical House, Millbank, London, S.W., England; an Association of manufacturers and merchants.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class : 36.
- (6) Goods : Leather cloth, carpets, floor-cloth, and oil-cloth.
- (7) Representation of the Trade Mark :

Rs 16/=



*Associated with the Trade Mark No. 3,264 under Section 24. Registration of this Trade Mark shall give no right to the exclusive use of the letters " I C I."*

J. C. W. Rock,  
Registrar-General's Office, Registrar of Trade Marks.  
Colombo, October 1, 1930.

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. 5,115.
- (2) Date of Receipt : August 18, 1930.
- (3) Applicant (Proprietor of the Trade Mark): **IMPERIAL CHEMICAL INDUSTRIES, LIMITED** (a company incorporated under the English Companies' Acts), Imperial Chemical House, Millbank, London, S.W., England; an Association of manufacturers and merchants.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class : 41.
- (6) Goods : Furniture and upholstery.
- (7) Representation of the Trade Mark :

Rs 16/=



*Registration of this Trade Mark shall give no right to the exclusive use of the letters " I C I."*

J. C. W. Rock,  
Registrar-General's Office, Registrar of Trade Marks.  
Colombo, October 1, 1930.

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. 5,117.
- (2) Date of Receipt : August 18, 1930.
- (3) Applicant (Proprietor of the Trade Mark): **IMPERIAL CHEMICAL INDUSTRIES, LIMITED** (a company incorporated under the English Companies' Acts), Imperial Chemical House, Millbank, London, S.W., England; an Association of manufacturers and merchants.
- (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo.
- (5) Class : 47.
- (6) Goods : Candles, common soap, detergents, illuminating, heating, or lubricating oils, matches, and starch, blue and other preparations for laundry purposes.
- (7) Representation of the Trade Mark :

Rs 16/=



*Registration of this Trade Mark shall give no right to the exclusive use of the letters " I C I."*

J. C. W. Rock,  
Registrar-General's Office, Registrar of Trade Marks.  
Colombo, October 1, 1930.

**LOCAL BOARD NOTICES.****Notice of Sale, Local Board, Gampola.**

NOTICE is hereby given that the houses, &c., at Gampola mentioned in the annexed schedule having been seized for default in payment of Police, Local Board, and Water Rates, Gampola, for the 2nd quarter, 1930, will be sold by public auction on October 20, 21, 22, 23, 24, and 25, 1930, on the spot at Gampola, at 8 A.M. in conformity with the Local Board Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with the lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

The Kachcheri, R. J. WILKINSON,  
Kandy, September 30, 1930. for Government Agent.

**SCHEDULE.**

*Ambagamawa Street.*—Nos. 24, 37, 38, 40, 42, 43, 61, 65 and 66, 83, 89, 102, 137, 138, 139, 139A, 165, 167, 170, 171, 172, 173, 188, 189, 190, 191, 192, 193, 194, 195, 197, 206.

*Kandy street.*—Nos. 20, 38, 60, 73, 76A, 84 and 85, 86, 86A, 91, 100, 101, 102, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 121, 127, 130, 135, 136, 142, 143, 152, 156, 161, 165, 166, 168, 169, 177, 178, 185.

*New Nuwara Eliya Street.*—Nos. 6, 15, 20, 22, 35, 38, 41 and 42, 70.

*Kadugannawa Road.*—Nos. 14, 15, 17, 26B, 26H, 30, 31, 34.

*Moulton Street.*—Nos. 2, 4, 4A, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25.

*Hill Street.*—Nos. 22, 23, 28A, 28B, 28C, 28D, 28E.

*Malabar Street.*—Nos. 3, 14, 22, 23, 24A, 32, 42, 82 to 82C, 82F, 82J, 82O, 82P, 85, 86, 87, 88.

*Martyns' Lane.*—Nos. 2 and 3.

*Hospital Road.*—Nos. 8A, 10 and 11, 13E, 13F, 15A, 28, 29, 30, 31, 37, 43, 44, 45, 46, and 47.

*Station Road.*—Nos. 43, 44, 50.

*Kahatapitiya.*—Nos. 3, 12, 18, 23, 28, 29, 41, 42, 43, 44, 47, 49, 53, 54, 55, 56, 57, 63A, 64, 65, 67, 71, 75 and 76, 77, 78, 81, 86, 88, 90, 102, 106, 117, 126, 128, 131, 132, 133, 134, 135, 136, 137, 147, 147A, 148, 161, 163, 164, 167, 168, 169, 169A, 170, 171A, 174, 175B, 177, 183, 184, 185.

*Unamboowa.*—Nos. 1, 3, 11, 16, 20 and 21, 29, 34, 48, 53, 56.

*Keerapone.*—Nos. 19, 20, 22, 26, 28, 33, 37, 38, 38A, 39, 40, 46, 51, 52, 55, 59, 81, 83, 86.

*Mahara.*—Nos. 2, 3, 4, 7, 8 and 9, 10 and 11, 12, 13, 34, 38, 39, 47, 73 to 75, 100, 103.

*Byrde Street.*—Nos. 4, 21, 23, 32, 58, 60, 61, 62, 63, 65, 70, 76, 77, 83, 84, 94, 107.

*New Kandy Street.*—Nos. 4, 19, 24.

*Illawature.*—Nos. 5, 7, 8, 12, 13, 16, 17, 23, 24, 25, 26, 28, 30, 31, 33, 34, 36, 38, 39, 55, 56, 58, 77, 82, 84, 85, 86, 90, 94, 97, 102, 105, 108, 110, 116, 122, 128, 131, 132, 133, 134, 135, 139, 144, 146A, 146B, 146C, 146D, 146E.

**Sale of Rent, Local Board, Anuradhapura.**

NOTICE is hereby given that on Tuesday, October 28, 1930, at 10 A.M., at the Anuradhapura Kachcheri, the Pasture Rent for 1931, will be put up for auction by the Chairman, Local Board, Anuradhapura.

W. J. A. VAN LANGENBERG,  
Local Board Office, for Chairman.  
Anuradhapura, September 29, 1930.

## The "Ceylon Government Gazette."

PUBLISHED EVERY FRIDAY.

**Notice.—All Notices and Advertisements are published in the "Ceylon Government Gazette" at the risk of the Advertiser.**

*All Notices and Advertisements by Private Advertisers may be tendered at or sent direct by post to the Office of the Ceylon Government Gazette, Government Printing Office, Colombo, for insertion at the authorized rates of payment. The office hours are from 9 a.m. to 4 p.m., closing at 1 o'clock on Saturdays.*

*All Notices and Advertisements must be prepaid. To save delay, Notices and Advertisements sent direct by post should be accompanied by Money Order, Postal Order, or Cheque made payable to the Government Printer.*

Trade Advertisements or Notices *re* change of name are not admissible for publication in the *Ceylon Government Gazette*.

Advertisements purporting to be issued under orders of Courts will not be inserted unless signed or attested by a Proctor of the Supreme Court.

*Authorized Scale of Charges for Notices and Advertisements.*

	Rs.	c.
For notices not exceeding 18 lines of single column	10	0
19 lines to 36 lines	16	0
37 lines to 45 lines	20	0
46 lines to 54 lines	24	0
55 lines to 63 lines	28	0
64 lines to 72 lines	32	0
73 lines to 84 lines (one column)	36	0
One page	72	0

For second consecutive insertion, two-thirds of the above rates; for third, fourth, fifth, and following consecutive insertions one-half of the above rates.

All Notices and Advertisements should reach the Office of the *Ceylon Government Gazette*, Government Printing Office, Colombo, before noon on Wednesday.

Notices and Advertisements received after that time will be inserted, if circumstances permit, on payment of a late fee for each Notice or Advertisement at the following rates:—

	Rs.	c.
Up to 4.30 P.M. on the Wednesday previous to publication	1	25
Up to noon on the day previous to publication	2	50
Up to 4.30 P.M. on the day previous to publication	5	0
Up to noon on the day of publication	10	0

Subscription to the *Ceylon Government Gazette*, Rs. 12 per annum for any separate Part. Copy of each Part, 25 cents. Subscriptions are booked in advance by the Government Printer to the end of a year or half-year only. Past issues of the *Ceylon Government Gazette*, when available, will be charged for at double rates.