



THE
CEYLON GOVERNMENT
GAZETTE

No. 7,898 — FRIDAY, DECEMBER 18, 1931.

PART I.—GENERAL.

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

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2123—J. N. 15348-804 (12/31)

PROCLAMATION BY THE GOVERNOR.

H/Y 2280

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS it seems advisable to the Governor to establish in Ginihappitiya village in Tunpalata pattu east in Paranakuru korale of the District of Kegalla, Province of Sabaragamuwa, a general cemetery for the burial or cremation of the dead within the limits hereinafter specified and defined:

And whereas the Governor may, under section 6 (3) of "The Cemeteries and Burials Ordinance, 1899," as amended by the Cemeteries and Burials Amendment Ordinance, 1931, either wholly or in part exempt any cemetery from the operation of sections 11, 16, 17, and 24:

Now know Ye that We, the Governor, by virtue of the powers vested in Us by Article 93 of the Ceylon (State Council) Order in Council, 1931, do hereby under section 6 (1) of "The Cemeteries and Burials Ordinance, 1899," as amended by the Cemeteries and Burials Amendment Ordinance, 1931, establish, as from the date hereof, a general cemetery on the land described in Schedule A hereto for the burial or cremation of the dead within the limits specified and defined in Schedule B hereto.

And We do hereby exempt the said cemetery wholly from the operation of sections 11, 16, 17, and 24.

By His Excellency's command,

C. C. WOOLLEY,

Queen's House, Secretary to the Governor.
Colombo, December 10, 1931.

GOD SAVE THE KING.

SCHEDULE A.

Lots 1, 2, 3, 4, and 5 in preliminary plan No. 4,088.

Name of land: Delgahakele *alias* Pillewa.

Situation: Ginihappitiya village in Tunpalata pattu east in Paranakuru korale of the District of Kegalla, Province of Sabaragamuwa.

Boundaries:—

North by the village limits of Moligomuwa.*East* by Balayawatta (chena) claimed by L. B. Bandaranayaka and others.*South* by Galpotttekumbura claimed by L. B. Bandaranayaka and others and title plan Nos. 276,076 and 281,333.*West* by lot 4857 in preliminary plan No. 1,793.

Extent: 2 acres and 7.3 perches.

SCHEDULE B.

Area for which the general cemetery is established:—

Villages of Ginihappitiya, Moligomuwa, Andanawa, Aludeniya, Tambawita, Harankahawa, and Polgasdeniya.

Boundaries of the area are:—

North by the village limits of Kurawatura and Eraminigammana.*East* by Kotagala estate.*South* by the village limits of Kalagahagoda, Hemmata-gama, and Petigammana.*West* by the village limits of Petigammana, Palliporuwa, and Waduwwala.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 523 of 1931.

CF 1052/31

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. W. E. WIJAYESEKERA to the post of Accountant, Colombo Port Commission, from September 25, 1931, until further orders.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, December 16, 1931. Chief Secretary.

No. 524 of 1931.

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

J 80/31

Mr. D. C. R. GUNAWARDENA to be Office Assistant to the Government Agent, Central Province, from December 14, 1931, until further orders.

J 65/31

Mr. B. F. PERERA to act as Assistant at Matara to the Government Agent, Southern Province; Deputy Fiscal for the District of Matara; Additional Police Magistrate for the judicial division of Matara; Receiver of Wrecks for the District of Matara; and Local Authority under the Petroleum Ordinance for the District of Matara, during the absence of Mr. H. J. L. LEIGH-CLARE, from December 7, 1931, to January 3, 1932.

J 130/31

Mr. E. R. DE SILVA to act as Registrar-General of Lands and of Marriages, Births, and Deaths; Registrar of Motor Cars; Visitor of the Lunatic Asylum; Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance; and to be a Justice of the Peace for the Island, from December 17, 1931, during the absence on leave of Mr. C. COOMARASWAMY, and until the resumption of duties by that officer.

The Notification published in the *Gazette* of December 11, 1931, regarding this acting appointment is hereby cancelled.

I 640/31

Mr. C. C. SCHOKMAN, Superintendent of Welikada and Hulftsdorp Prisons, to act as Inspector-General of Prisons, from December 13, 1931, to March 12, 1932, inclusive.

I 640/31

Mr. W. G. CAGBY, European Jailor, to act as Superintendent of Welikada and Hulftsdorp Prisons, from December 13, 1931, to March 12, 1932, inclusive.

I 358/31

Mr. W. E. FERNANDO, Officer in Charge, Alutgama Station, to act as Assistant Superintendent of Excise, Kalutara, during the absence on leave of Mr. N. S. SANDERS, from January 18 to March 5, 1932, or until the resumption of duties by that officer.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, December 17, 1931. Chief Secretary.

No. 525 of 1931.

N 40/31

HIS EXCELLENCY THE GOVERNOR has been pleased, in terms of section 40 of the Ceylon Defence Force Regulations, to approve the retirement of Lieutenant-Colonel (Honorary Colonel) VINCENT VAN LANGENBERG, V.D., from the Reserve of the Ceylon Light Infantry and to grant him permission to retain the rank of Honorary Colonel and to wear the uniform of the Ceylon Light Infantry on special occasions.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, December 16, 1931. Chief Secretary.

No. 526 of 1931.

N 40/31

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation tendered by Second Lieutenant EDWARD ROY DEVONSHIRE of his Commission in the Ceylon Planters' Rifle Corps Reserve with effect from December 5, 1931.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, December 12, 1931. Chief Secretary.

No. 527 of 1931.

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

CF 64/29

Mr. H. A. DE SILVA to be Additional District Judge, Kalutara, on December 15, 1931.

CF 64/29

Mr. R. H. WIJEMANNE to be Additional District Judge, Kalutara, on December 19, 1931.

CF 49/29

Mr. G. A. LABROOY to act as Additional District Judge, Commissioner of Requests, and Additional Police Magistrate, Kandy, during the absence of Mr. G. FURSE ROBERTS, from December 21 to 23, 1931, or until the resumption of duties by that officer.

Mr. E. H. LUCETTE to be, in addition to his own duties, Additional District Judge, Kandy, on December 22, 1931.

CF 62/29

Mr. G. P. KEUNEMAN to be Additional District Judge, Matara and Tangalla, on December 21, 1931.

CF 87/29

Mr. G. E. MADAWELA to be Additional District Judge, Kurunegala, on December 19, 1931.

CF 37/29

Mr. S. D. KRISNARATNE to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, during the absence of Mr. J. N. VETHAVANAM, from December 21, 1931, to January 9, 1932, inclusive, or until the resumption of duties by that officer.

CF 91/29

Mr. MALCOLM POTGER to act as District Judge, Badulla, and Commissioner of Requests and Police Magistrate, Badulla-Haldummulla, during the absence of Mr. A. G. RANASINHA, from December 18 to 25, 1931, inclusive, or until the resumption of duties by that officer.

CF 83/29

Mr. C. F. DHARMARATNE to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, and Additional District Judge, Avissawella, during the absence of Mr. R. Y. DANIEL, from December 24, 1931, to January 3, 1932, inclusive, or until the resumption of duties by that officer.

CF 28/29

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure; Additional District Judge, Kalutara; and Additional District Judge, Colombo, during the absence of Mr. P. VYTHIALINGAM, from December 20, 1931, to January 5, 1932, inclusive.

CF 64/29

Mr. R. H. WIJEMANNE to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Kalutara, during the absence of Mr. V. E. RAJAKARIER, from December 23 to 27, 1931, inclusive.

CF 64/29

Mr. O. G. D'ALWIS to act as Commissioner of Requests and Police Magistrate and Additional District Judge, Kalutara, during the absence of Mr. V. E. RAJAKARIER, from December 19 to 22, 1931, inclusive, and from December 28, 1931, to January 5, 1932, inclusive.

CF 62/29

Mr. G. P. KEUNEMAN to be Additional Commissioner of Requests, Additional Police Magistrate, and Additional District Judge, Matara, during the absence of Mr. M. CHINNAYAH, on circuit, on December 18 and 19, 1931, or until the resumption of duties by that officer.

CF 47/29

Mr. V. JOSEPH to act as Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, during the absence of Mr. M. F. DE S. JAYARATNE, from December 13, 1931, to January 3, 1932, inclusive, or until the resumption of duties by that officer.

CF 63/29

Mr. S. KANAGASABAI to be Additional Commissioner of Requests, Point Pedro, on December 19, 1931.

CF 31/29

Mr. A. L. SAVUNDRANAYAGAM to be Additional Commissioner of Requests, Mannar, on December 19, 1931.

CF 95/29

Mr. E. G. M. GOONAWARDENA to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate, and Additional District Judge for the judicial division of Kurunegala, during the absence of Mr. U. P. WEERASINGHE, from December 18, 1931, to January 2, 1932, inclusive.

CF 86/29

Mr. N. J. MARTIN to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Chilaw, during the absence of Mr. H. S. ROBERTS, from December 23 to 26, 1931, inclusive.

CF 98/29

Mr. J. W. E. D. PERERA to be Additional Police Magistrate, Gampaha, on December 16, 1931.

CF 38/29

Mr. T. C. THARMALINGAM to be Additional Police Magistrate, Batticaloa, from December 14 to 19, 1931, inclusive.

K 250/31

Mr. H. P. KAUFMANN to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kandy, while holding the office of Chairman, Municipal Council, Kandy.

K 280/31

Mr. W. C. C. KING to be a Justice of the Peace and Unofficial Police Magistrate for all the judicial districts in the Island, while holding the office of Deputy Inspector-General of Police, Provinces.

The Notification appearing in *Gazette* No. 7,870 of July 17, 1931, relating to the appointment of Mr. KING as a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Colombo is hereby cancelled.

K 279/31

Mr. D. T. PERERA GUNASEKERA to be a Justice of the Peace and Unofficial Police Magistrate for the District of Negombo.

Notification No. 221 of 1927 appearing in *Gazette* No. 7,593 of July 8, 1927, relating to the appointment of Mr. D. T. PERERA GUNASEKERA as Justice of the Peace and Unofficial Police Magistrate for Kalutara is hereby cancelled.

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,
Colombo, December 17, 1931. Attorney-General.

No. 528 of 1931.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. Z. A. M. SALIM to be Additional Inquirer for Kandy gravets in the District of Kandy, Central Province, *vice* Mr. THUAN JR. HASAN, resigned.

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,
Colombo, December 11, 1931. Attorney-General.

No. 529 of 1931.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. W. F. T. RAJAKARUNA to act as an Inquirer for the Vidane Arachchies' divisions

of Welitara, Kosgoda, and Uragama in the Bentota-Walallawiti korale of the Galle District, and Additional Inquirer for the Wellaboda pattu also of the Galle District during the absence of Mr. K. A. DE S. R. WIJAYASINGHE, on December 11 and 17, 1931.

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,
Colombo, December 11, 1931. Attorney-General.

No. 530 of 1931.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. SOLOMON BANDARA MUTTETTUWEGAMA, Korala, Uda pattu, to be, in addition to his own duties, an Inquirer for Uda pattu in the District of Ratnapura, Province of Sabaragamuwa, *vice* Mr. H. M. T. WIJESUNDERA, Korala, transferred.

HIS EXCELLENCY has also been pleased, under section 365 (1) of the Criminal Procedure Code, to grant him authority to order post-mortem examination when necessary.

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,
Colombo, December 11, 1931. Attorney-General.

No. 531 of 1931.

A 390

HIS EXCELLENCY THE GOVERNOR has been pleased, under sections 11 (2) and 13 of Ordinance No. 11 of 1920, to nominate Mr. J. C. JANSZ to be a member of the Dehiwala-Mount Lavinia Urban District Council for 3 years from January 1, 1932.

By His Excellency's command,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, December 12, 1931.

No. 532 of 1931.

G 180

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) (c) of "The Small Towns Sanitary Ordinance, 1892," to nominate Dr. W. L. P. DASSANAYAKE, Medical Officer of Health, Horana, to be a member of the Sanitary Board, Kalutara District, with effect from December 1, 1931, in place of Dr. S. SIVALINGAM.

By His Excellency's command,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, December 12, 1931.

No. 533 of 1931.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 12 of Ordinance No. 4 of 1901, to appoint Dr. A. S. HUNT, Medical Officer in charge of the Leper Asylum, Mantivu, to have and

exercise all the powers of a Police Magistrate within the limits of the said Asylum, as defined by Proclamation dated November 29, 1921, published in the *Gazette* of December 2, 1921.

By His Excellency's command,

The Ministry of Health, T. B. PANABOKKE,
Colombo, December 8, 1931. Minister for Health.

No. 534 of 1931.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VALLIPURAM SUPRAYAR to be a Notary Public throughout the judicial division of Negombo, and to practise as such in the English language.

PERI SUNDARAM,
Minister of Labour, Industry and Commerce.

Colombo, December 10, 1931.

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.

SINNASAMY DORAISAMY to act as Registrar of Lands, Trincomalee, for twelve days from December 12, 1931, during the absence of the Registrar, R. N. N. NILES, on leave.

DOLPE WICKREMERATNE SENERAT YAPA has been appointed (provisionally), as Registrar of Births and Deaths of Watagedera division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, with effect from December 16, 1931, *vice* DON ALWIS WIRASINHA, retired. His offices will be at Kohilawattageowita in Palatuwa and Kurunduwatta in Nandugala.

Dr. AIYAMPILLAI CARALASINGHAM has been appointed to act as Registrar of Births and Deaths of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for two months with effect from December 15, 1931, *vice* Dr. CANAGASABAI CANDIAH transferred. His office will be at the Civil Hospital, Trincomalee.

MANATUNGA MUDIYANSELAGE HEEN BANDA has been appointed to act as Registrar of Births and Deaths of Palwatta division, and of Marriages (Kandyen and General) of Bintenna division, in the Badulla District of the Province of Uva, for thirty days from December 17, 1931, *vice* WELEWANNI MUDIYANSELAGE APPUHAMY, dismissed. Place of office: Medagedera in Kuruwitenna.

DISSANAYAKA MUDIYANSALAGA KIRI BANDA SUBASINGHE has been confirmed in his appointment as Registrar of Births and Deaths of Kilakkumulai South (Sinhalese) division, in the Mullaitivu District of the Northern Province.

SENATHIPATHI MUDIYANSELAGE MUDALIHAMI, Registrar of Births and Deaths of Rajawannipattu division, and of Marriages (Kandyen and General) of Demala hatpattu division, in the Puttalam District of the North-Western Province, will, with effect from January 1, 1932, hold an additional office on the 1st Saturday of every month.

WEERAKON MUDIYANSELAGE APPUHAMY, Registrar of Births and Deaths of Kandapalla No. 1 division, and of Marriages (Kandyen and General) of Wellawaya division, in the Badulla District of the Province of Uva, will, with effect from January 15, 1932, hold an additional office at Halatutenna on the 15th and 16th of every month.

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.

Dr. HUBERT GUNARATNE to act as Registrar of Births and Deaths of Moratuwa town division, in the Colombo District of the Western Province, on December 2, 1931, during the absence of the Registrar, Dr. CHRISTOPHER LEO XAVIER SATTIENDRA MUTTUKUMARU, on leave. Place of office: 14, Main street, Rawatawatta, Moratuwa.

Dr. ARTHUR RAPHAEL PERERA to act as Medical Registrar of Births and Deaths of Kotahena division, in the Colombo District of the Western Province, for seven days from December 11, 1931, during the absence of the Medical Registrar, Dr. J. L. FERNANDO, on leave. Place of office: 34C, Mayfield road, Kotahena, Colombo.

Dr. KUDATELGE RICHARD THEOBALD PEIRIS to act as Medical Registrar of Births and Deaths of Colombo town No. 4 division, in the Colombo District of the Western Province, for three days from December 14, 1931, during the absence of the Medical Registrar, Dr. D. P. KITULGODA, on leave. Place of office: at 103, Dam street, Pettah, Colombo.

PANNILAGE DON HARMANIS to act as Registrar of Births and Deaths of Mampe division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, on December 22, 1931, during the absence of the Registrar, LIYANAGE DON BARTHOLOMEUSZ WANIGASURIYA, on leave. Place of office: Alubogahawatta in Tumbowila.

MEDAGAMALIYANAGE DON ANDRIS GAMAGODA to act as Registrar of Births and Deaths of Kalutara South division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for two days from December 9, 1931, during the absence of the Registrar, HENRY DE ALWIS SAMARANAYAKE, on leave. Place of office: Kajugahawatta in Nagoda.

ANDRAYAS EDWARD WICKRAMASURIYA SENEVIRATNE to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on December 14, 1931, during the absence of the Registrar, WILLIAM WICKRAMASURIYA SENEVIRATNE, on leave. Place of office: Mudiyansegewatta at Baddegama.

VIDANAPATHIRANAGE SURASENA to act as Registrar of Births and Deaths of Oyata division, and of Marriages (General) of Himidum pattu division, in the Galle District of the Southern Province, for three days from December 15, 1931, during the absence of the Registrar, VIDANAPATHIRANAGE PICHORIS, on leave. His office will be at Dolaihala-watta in Wirapana.

DON JOHANIS ABAYAGUNARATNA to act as Registrar of Births and Deaths of Telijjawila division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for two days from December 8, 1931, during the absence of the Registrar, DON CAROLIS PALIHAWADANA, on leave. Place of office: Kapparahena in Malimboda.

ALBERT ABEYSIRI GUNAWARDANA to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for sixteen days from December 8, 1931, during the absence of the Registrar, HECTOR DIAS SENEVIRATNE, on leave. Place of office: Land Registry, Tangalla.

SAMMY JAYAWARDANA AMADORU to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, on December 10, 1931, during the absence of the Registrar, RICHARD JAYASINGHE, on leave. Place of office: Police Court building, Hambantota.

AWUNERIS DE SILVA SUDUSINHE to act as Registrar of Births and Deaths of Westernwalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirteen days from December 11, 1931, during the absence of the Registrar, DON JAMES DE SILVA SUDUSINHE, on leave. Place of office: Malittangahawatta in Wanduruppa.

DON NIKULAS KODIKARA to act as Registrar of Births and Deaths of Julampitiya division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eleven days from December 12, 1931, during the absence of the Registrar, KODIKARAGE DON PENERIS, on leave. Place of office: Masmorugahawatta in Hillegeaina.

DON HENDRICK DISSANAYAKE to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on December 15, 1931, during the absence of the Registrar, DON CHARLES DISSANAYAKE, on leave. Place of office: Virittamullewatta in Nakulugamuwa.

CHINNATHAMPI WILLIAM SAMITHAMPI to act as Registrar of Births and Deaths of Akkarai pattu south division, and of Marriages (General) of Akkarai pattu division, in the Batticaloa District of the Eastern Province, for four days from December 1, 1931, during the absence of the Registrar, VYKALIAE JOSEPH KUNJITAMPI, on leave. Place of office: Tirukovil.

KANNAPPAN PONNAMPALAM to act as Registrar of Births and Deaths of Eravur pattu north division, and of Marriages (General) of Eravur pattu division, in the Batticaloa District of the Eastern Province, for twenty days from December 3, 1931, during the absence of the Registrar, KANNAPPAN PREETHAMPARAPILLAI, on leave. Place of office: Vandarumulai; station: Putur.

ELIATAMPY POOPAIAPILLAI to act as Registrar of Marriages (General) of Trincomalee town and Gravel division, in the Trincomalee District of the Eastern Province, for twenty days from December 12, 1931, during the absence of the Registrar, R. N. N. NILES, on leave. Places of office: Land Registry and Unity Lodge, Trincomalee.

WATUYAYE GAMAETIRALLAYE YASAWARDANA to act as Registrar of Births and Deaths of Tembiliana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for twenty-two days from December 9, 1931, during the absence of the Registrar, WATUYAYE GAMAETIRALLAYE GUNAWARDANA, on leave. Place of office: Higgashenyaye Pelapolwatta in Watuyaya.

DASANAYAKA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Gandolaha pattuwa division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, on December 9, 1931, during the absence of the Registrar, G. M. PETER BANDA, on leave. Place of office: Talaghamulawatta in Kumbukgama.

JAYAWARDANA BANDA SENANAYAKA to act as Registrar of Births and Deaths of Kandua pattuwa division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for three days from December 10, 1931, during the absence of the Registrar, C. B. SENANAYAKA, on leave. Place of office: Meeghamulahenewatta in Telijjagoda.

DINGIRI APPUHAMY JAYASINHA to act as Registrar of Births and Deaths of Dehigampal korale Megedapota division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from December 11, 1931, during the absence of the Registrar, C. A. JAYASINHA, on leave. Place of office: Hitinawatta in Karawdeniya.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 15, 1931. Registrar-General.

GOVERNMENT NOTIFICATIONS.

PN 52/29

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

RULES made by the Governor by virtue of the powers conferred on him by Article 93 of the Ceylon (State Council) Order in Council, 1931, under section 62 (1) of "The Municipal Councils' Ordinance, 1910," as amended by the Municipal Councils' Second Amendment Ordinance, 1930.

By His Excellency's command,

General Treasury,
Colombo, November 27, 1931.W. W. WOODS,
Financial Secretary.

RULES.

Rules 22 and 23 of the rules for the grant of pensions and gratuities to officers and servants of the Colombo Municipality published by Notification dated October 26, 1910, in *Gazette* No. 6,408 of October 28, 1910, as amended by the Notifications specified in the schedule hereto, are hereby further amended in the following manner:—

1. Sub-sections (ii.) and (iii.) of rule 22 are hereby revoked and the following shall be inserted after sub-section (i.) of the said rule—

(ii.) The award shall be so much less than the amount grantable under the scale given above as the Council shall think reasonable, in case:—

- the usual amount exceeds by not less than Rs. 1,000 a year the rate of retired allowance to which the length of the injured person's service would entitle him; or
- the injured person has continued to serve for not less than one year after the injury in respect of which he retires; or
- the injured person is fifty years of age or upwards at the date of injury; or
- the injury is not the sole cause of retirement, e.g., the retirement is caused partly by age or infirmity.

(iii.) The above award shall be in addition to the pension or the retiring allowance, or gratuity, for which the injured man would be qualified by length of service. Provided that no award shall, together with such pension or retiring allowance, exceed 50/60ths of his salary and emoluments at the date of the injury.

Provided further that if the officer continues in service after the injury, and the grant of an ordinary pension or retiring allowance is consequently postponed until final retirement, or, if an officer once retired with an injury allowance is re-employed, the limitation shall be 50/60ths of his salary at date of final retirement or at date of injury whichever is greater.

(iv.) In the case of a pensionable officer or servant, who not having completed 10 years' gross service, is entitled only to a gratuity he may, if he wish it, be awarded in lieu of such gratuity an annual allowance of so many 720ths as the months he has actually served, together with the number of 60ths that may be awarded as above on account of his injuries.

2. Sub-section (i.) of rule 23 is hereby revoked and the following substituted therefor:—

(i.) When an officer is killed on duty or dies as a direct result of injuries received while on duty, or of illness the contraction of which was specifically attributable to the nature of his duties, it shall be competent for the Council, with the sanction of His Excellency the Governor, to make an award to the widow and children which ordinarily may be on the following scale:—

Pension to widow not to exceed 10/60ths of the husband's salary and emoluments, or Rs. 150 a year, whichever is greater.

Gratuity to children not exceeding Rs. 15 multiplied by the total number of years, starting from the ages at the time of their father's death and ending with 15 years, the total gratuity not to be less than Rs. 150 or more than Rs. 750. In the case of motherless children the award may be at twice the usual rate.

NEW RULE 23A.

23A. In a case falling under rule 22 or rule 23 of this Minute where a non-pensionable officer or daily-paid employee is injured or killed, the Council may, in lieu of the other benefits provided in these Minutes, award compensation in accordance with the rates and principles set out in the schedule and table hereto subjoined, provided that

it shall appear to the Council that the grant of such compensation in lieu of other benefits is in the interests of the beneficiary or beneficiaries concerned.

The Schedule.

A.—Where permanent total disablement results from the injury—

- In the case of an adult, a sum equal to forty-two months' wages or three thousand five hundred rupees, whichever is less; and
- In the case of a minor, a sum equal to eighty-four months' wages or three thousand five hundred rupees, whichever is less.

B.—Where permanent partial disablement results from the injury—

- In the case of an injury specified in the table, such percentage of the compensation which would have been payable in the case of permanent total disablement as is specified therein as being the percentage of the loss of earning capacity caused by that injury; and
- In the case of an injury not specified in the table, such percentage of the compensation payable in the case of permanent total disablement as is proportionate to the loss of earning capacity permanently caused by the injury.

C.—Where death results from the injury—

- In the case of an adult, a sum equal to thirty months' wages or two thousand five hundred rupees, whichever is less; and
- In the case of a minor, two hundred rupees.

For the purpose of construing this schedule—

- "Adult" and "minor" shall mean respectively a person who is not, and a person who is, under the age of fifteen years.
- "Permanent total disablement" shall mean such disablement of a permanent nature as incapacitates an officer or employee for all work which he was capable of performing at the time of the accident resulting in such disablement: provided that permanent total disablement shall be deemed to result from the permanent total loss of the sight of both eyes, or from any combination of injuries specified in the table where the aggregate percentage of the loss of earning capacity, as specified in that table against those injuries, amounts to one hundred per cent.
- "Permanent partial disablement" shall mean such disablement of a permanent nature as reduces the earning capacity of the officer or employee in every employment which he was capable of undertaking at that time; provided that every injury specified in the table shall be deemed to result in permanent partial disablement; and where more injuries than one are caused by the same accident, the amount of compensation payable for permanent partial disablement shall be aggregated, but not so in any case as to exceed the amount which would have been payable if permanent total disablement had resulted from the injuries.

The Table.

Injury.	Percentage of loss of earning capacity.
Loss of right arm above or at the elbow	70
Loss of left arm above or at the elbow	60
Loss of right arm below the elbow	60
Loss of leg at or above the knee	60
Loss of left arm below the elbow	50
Loss of leg below the knee	50
Permanent total loss of hearing	50
Loss of one eye	30
Loss of thumb	25
Loss of all toes of one foot	20
Loss of one phalanx of thumb	10
Loss of index finger	10
Loss of great toe	10
Loss of any finger other than index finger	5

Note:—Complete and permanent loss of the use of any limb or member referred to in this table shall be deemed to be the equivalent of the loss of that limb or member.

SCHEDULE.

Notification dated March 19, 1920, and published in *Gazette* No. 7,094 of March 26, 1920.

Notification dated May 23, 1923, and published in *Gazette* No. 7,330 of May 25, 1923.

HIS Excellency the Governor has been pleased to direct that the following amendment be incorporated in the Minutes on Pensions:—

In section 2AA of the Minutes on Pensions insert after "retire" in the first line "or who may have retired", delete "not later than the 6th day of January, 1932, or one month after his retirement, whichever is earlier", and substitute "not later than the 7th day of July, 1932."

By His Excellency's command,

General Treasury,
Colombo, December 17, 1931.

W. W. WOODS,
Financial Secretary.

D 4/417/P.M.G.

THE CEYLON TELEGRAPH ORDINANCE, 1908.

RULE made by His Excellency the Governor under section 7 of the Ceylon Telegraph Ordinance, 1908, by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931, and declared under the proviso to sub-section (6) of the said section 7 to be in force from the date hereof.

By His Excellency's command,

MOHD. MACAN MARKAR,
Minister for Communications and Works.

Colombo, December 14, 1931.

RULE.

Rule No. 202 of the rules dated June 16, 1927, and published in *Government Gazette* No. 7,589 of June 17, 1927, is hereby amended by the substitution of the words "approximately at the current rate of exchange" for the words "at the standard rate of Rs. 15 = £1 = 25 francs" in line 2.

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

IT is hereby notified, under section 9 (2) of "The Local Government Ordinance, No. 11 of 1920," 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,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, December 10, 1931.

SCHEDULE.

Nawalapitiya.

North: Along the landmarked boundary in an easterly direction, starting from the landmark on the common limit between the Warakawa and Kahamana villages to the Galpeela-ela, along the said ela till it meets the western boundary of the Dolosbage road, thence along the said boundary, in a northerly direction to a point $\frac{1}{2}$ a chain south of the 1st milepost on the Dolosbage road, and thence from the said point in a straight line eastwards crossing the Dolosbage road to the landmark on the eastern boundary of the said road, and thence along the landmarked boundary in a south-easterly direction to the landmark at a distance 11 chains from the landmark on the eastern boundary of the Dolosbage road, thence along the landmarked boundary in a northerly direction till it meets the Galpeela-ela, and along the Galpeela-ela to the culvert on the western boundary of the railway line, thence along the said boundary to the culvert on the Galpeela-ela $\frac{1}{2}$ a chain and 10 links to the north of the $\frac{1}{4}$ milepost on the western boundary of the railway line, and thence along the Galpeela-ela till it meets the Mahaweli-ganga and to the centre of it.

East: Along the centre of the Mahaweli-ganga.

South: Along the centre of the Mahaweli-ganga to a point 2 chains west from the centre of the railway bridge.

West: From the western extremity of the southern boundary a line drawn northwards to meet the boundary defined with rail posts and along the said boundary till it meets the ela, and along the ela to the landmarked boundary, and along the said boundary to Gansabhawa path, and along the Gansabhawa path 30 links towards north

to the landmarked boundary, and thence along the landmarked boundary to the 24th milestone on the Ambagamuwa road, thence along the landmarked boundary in a northerly direction to the landmark at a distance 31 chains and 20 links from the milestone on the Ambagamuwa road, and from the said landmark along the landmarked boundary in a north-easterly direction as far as the Tawalam road, and along the Tawalam road running northwards to Dolosbage till it meets the landmarked boundary, thence along the landmarked boundary in an easterly direction crossing the Penithudumulle-oya till it meets the Gansabhawa path, and thence along the landmarked boundary in a north-easterly direction to the Nawalapitiya trig station, and thence along the landmarked boundary till it meets the northern boundary.

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"THE LOCAL BOARDS ORDINANCE, 1898."

IT is hereby notified that the Local Board of Minuwangoda has with the sanction of the Governor determined, under section 29A of "The Local Boards Ordinance, 1898," that a fee of Rs. 20 shall be charged for a licence for the "storing of copra."

By His Excellency's command,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.
Colombo, December 9, 1931.

G 179

"THE LOCAL BOARDS ORDINANCE, 1898."

BY-LAW made under section 56 of "The Local Boards Ordinance, 1898," by the Local Board of Minuwangoda and confirmed by the Governor under section 57 of the said Ordinance by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931.

By His Excellency's command,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.
Colombo, December 9, 1931.

BY-LAW.

By-law 1. of the by-laws relating to offensive or dangerous trades published in *Gazette* No. 6,932 of March 28, 1918, as amended by by-law published in *Gazette* No. 6,975 of November 8, 1918, is hereby further amended by the addition of the words "Storing of Copra" after the words "Storing or curing of plumbago" in the last line thereof.

IT is hereby notified for general information that His Excellency the Governor has, in pursuance of section 5 (1) (b) of Ordinance No. 12 of 1925, appointed Mr. D. H. Kotalawala to be a member representing the Small Holders on the Board of Management of the Tea Research Institute for three years with effect from January 1, 1932, *vice* the Hon. Mr. T. B. Panabokke.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
December 16, 1931.

Department of Labour.

THE INDIAN LABOUR ORDINANCE, No. 27 OF 1927.

IT is hereby notified that His Excellency the Governor, in pursuance of the powers conferred upon him by section 5 (5) of the Indian Labour Ordinance, No. 27 of 1927, has been pleased to appoint Mr. J. W. Ferguson of St. Clair estate, Talawakele, a member of the Estate Wages Board for the area comprising the Revenue District of Nuwara Eliya together with—

- Gampaha korale in the Province of Uva;
- That part of Medapalata and Yatipalata korales in Udukinda division, situated north of Hal-oya, in the Province of Uva; and
- Ambawela, Glenorchy, and Warwick estates in the Province of Uva:

vice Mr. James Forbes, resigned.

By His Excellency's command,

PERI SUNDARAM,
Minister of Labour, Industry and Commerce,
Ministry of Labour, Industry and Commerce,
Colombo, December 9, 1931.

THE INDIAN LABOUR ORDINANCE, NO. 27 OF 1927.

Notification No. 52.

BY virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931, the Governor has, under section 10 of the Indian Labour Ordinance, No. 27 of 1927, approved of the variation, set out in the schedule hereto and made under section 8 by the Board of Indian Immigrant Labour, in the minimum rates of wages prescribed by the respective Estate Wages Boards for all areas other than the Up-country areas (for which minimum rates of 54, 43, and 32 cents for men, women, and children, respectively, were fixed), and specified in (1) Notification No. 23 of November 27, 1928, published in *Gazette* No. 7,676 of November 30, 1928, (2) Notification No. 31 of July 19, 1929, published in *Gazette* No. 7,723 of July 19, 1929, and (3) Notification No. 46 of October 21, 1930, published in *Gazette* No. 7,811 of October 24, 1930.

By His Excellency's command,

PERI SUNDARAM,

Minister of Labour, Industry and Commerce.

Colombo, December 17, 1931.

SCHEDULE.

1. On all estates the rate fixed is the minimum rate to be paid for a working day not exceeding 9 hours (including time not exceeding 1 hour taken for the midday meal).
2. On all estates to which the rates are applicable clean unblended rice of good quality shall be issued to each working Indian estate labourer, who shall be debited for the same at a rate not exceeding Rs. 4.80 per bushel. The issue of rice shall be at a rate per month not less than seven-eighths of a bushel for a man, six-eighths of a bushel for a woman, and five-eighths of a bushel for a child; provided a sufficient sum shall have been earned within the month to cover its cost.
3. On all estates to which the rates are applicable clean unblended rice of good quality shall also be issued free of cost at the rate of one-eighth of a bushel per month to each working man. Rice shall also be issued at a similar rate to each widow employed who has one or more non-working children; provided that instead of the free issue of rice herein referred to employers may, with the consent of the Controller of Labour previously obtained and unless and until such consent be withdrawn, provide one good and unstinted meal of rice and curry daily to each and every Indian child under ten years of age resident on their estates and related to the Indian labourers employed thereon.
4. The following minimum rates of wages have been fixed for Mid-country and Low-country areas as specified in the sub-schedule hereto.

	Men. Cents.	Women. Cents.	Children. Cents.
Mid-country	43	35	25
Low-country	41	33	24

SUB-SCHEDULE REFERRED TO.

Colombo Revenue District: Low-country.

Kalutara Revenue District: Low-country.

Kandy Revenue District: Mid-country.

(a) Agalawatte	Anguruppa	Beaumont	Bowlana	Gataghawella	Kandahena
Alicia	Annisland	Group	Group	Group	Kandawatte
Allagalla	Anniewatte		Bridgend	Gavatenne	(Teldeniya)
Allakolla	Arambegama	Boddegamma	Brooklands	Geragama	Kandawatte
Group	Group	and Alliaddy	Brookside	Giddawa	(Peradeniya)
Allupotta	Arratenne	Bellwood	and	Gilbury	Kandikettia
Alpitakande	Arslena	Belungala	Deyahukula	Gingranoya	and Gowera-
Alutwatte	Arupola	Benveula	Buluwehena	Ginigathena	galla
Ambadalawa	Ascot	Group	Buluwetenne	Giniheriya	Karandagalla
Ambagaha-	Ashbourne	Blackburn	Burnside	Girindi Ella	Karandagolla
mulawatte	Aspohanai	Blackwater	Group	Group	Katooloya
Ambagastenne	Athlone	Bogahapitiya	Castlemilk	Glenfern	Katugastota
Ambalawa	Attatagie	Bohapugoda	Cattarem	Group	Katukellie-
Ambatalawa	Augrie	Bokkawala	Coodoogalla	Godahena	watte
Ammuniparu	Augusta	Bollagalla	Coolbawn	Gons Adika	Katamadul-
Ambalamana	Baharundrah	Boomawatte	Cooranduwatte	Gonawella	kelle
Ancoombra	Balantota	Bopitiya	and Tenne-	Gondennawa	Kenilworth
Group	Group	Group	kumbura	Good Hope	Group
Andanadeniya	Banjo Land	Bossward	Cooroodoo-	Goodview	Kingston
Andiatenne	Barnagalla	Group	watte	Goomera	Kiriamba
Angatenne	Barton	Bournbrook	Cottaganga	Goonambil	Kirigamula-
Angroowella	Bass Rock	Bowhill	and Kada-	Group	watte Group
			hena	Goorookelle	Kirinetiya
			Group	Group	New
			Craighead and	Goorookoya	Kirrimittia
			Cholankande	Group	and Peak
			Craingilt	Gorakadeniya	Kituldeniya
			Crowthersland	Gorokgolla	Kitulgala
			Dalena	Great Valley	Knuckles
			Dartry Group	Greenwood	Group
			Deanstone	(Navalapitiya)	Kobantari-
			Dehigola	Grove Hill	watte
			Delgahalande	Gurudeniya	Kobonella
			Delpotonoya	Hagalla Group	Kohanliyadde-
			Delta Group	Halgola	watte
			Deltotte	Haloya	Kolapatane
			Demodera-	Hamidston	Kolugala
			watte	Handungalla	Kondesalle
			Group	Hangranoya	Kongaha-
			Deyanilla	Hantane	kotuwa
			Dhormapury	Happugaha-	Koshinne
			Diganawatte	ella	Group
			Dippitiya	Happugaha-	Kotnegoda
			Doalwella	watte	Kottegodde
			Dodangolla	Hapugas-	Kumaragalla
			Dorwin	pitiyawatte	and Mount
			Dotulakande	Hapugastenne	Colville
			Duckwarie	(Navala-	Kurugama
			Group	pitiya)	Kurundugolla
			Dunally	Hapugolla	Lantern Hill
			Group	Haragama	Group
			Edengrove	Group	Leangapella
			Edurugalla	Harrisland	Lebanon
			Edward Hill	Hartfield	Group
			Ellagalla	Hatale	Leo
			Ellahena and	Hendon	Letchimy
			Sundaravally	Hengalla	Letchimy alias
			Ellawella	Hindugalla	Richard Hill
			Elpitiya	Hirisagalla and	Letchumie
			Fairland	Richmond	Totam
			Farm Group	Hill	(No. 1)
			Ferndale	Hooloo Group	Letchumie
			Ferryhill	Huluganga	Totam
			Fincham's	Hunasgeriya	(No. 2)
			Land No. 1	Group	Letchumy (ex
			Franklands	Hungahapata-	Chetti, Ula-
			(Wattegama)	na	pane)
			Franklands'	Hynford	Lethenty
			(Kadugan-	Ilukmodera	Group
			nawa)	Imboolpitiya	Levallon
			Galaha	and Holni-	Group
			Galapitapatne	cott	Levallon Lease
			Galapitiya	Ingrogalla	Land
			Galata	Ingurugalla	Little Valley
			Galhoda	Group	and Hythe
			Galheeriya	Inguruwatte-	Lokuanga
			Galkande	hena	Lyangaha
			Galkande	Jak Tree Hill	Madulkelle
			(Kandy)	Jezeema	Mahaberia-
			Gallakelle	Group (ex	tenne
			Group	Rose Hill)	Mahagaha
			Gallamudena	Janitha	Hena
			Group	Kadawataie	Mahaousa
			Gallantenne	Kadien Lena	Mahatenne
			Gallebodde	Kahawatte	Mahavilla
			Gallella	Kallebokka	Group
			Galpaya	and Deya-	Mahawatte
			Galpeela	nilla	Mahaweli-
			Galphel	Kalooogalla	ganga
			Group	Kalugalatenne	Maligatenne
			Gampolawatte	Kalugama	Malwatte
			Ganapathie	Kanapeji-	Maoya
			Gangathera	watte	Marakona

Maria and Longford	Ormondale	St. John's Hill
Mariawatte Group	Orwell Group	St. Sebastian
Marieland Group	Ovatenne	Samy Land and Talapinnawa
Meddegodde	Packiawatte	Samymalawatte
Meegama	Palagalla Group	Sandasiri
Meenatchi	Pallekelly Group	Sanquhar
Totam	Pambahena	Sardikkawatte
Meepitiya and Bodadeniya	Panchapitiya and Delunganga	Seetha Letchumee
Melfort	Panwila	Sindoorankande
Mercantile	Parawatte	Sinna Aratenne
Mettiyagolla	Parragalla and Hillside	Sinnapitiya
Middlemarch	Pasbage	Sogama
Mohideen Group	Patanehena	Somersot
Moneragalla View	Patiagama	Soranavalley
Moneragalla (Pussollawa)	Patriada	Storefield
Moneragalla (Ulapane)	Peacock Group	Sydney Hill
Monte Christo and Galbodde	Pearls Land	Syston
Moolgama	Pelkettiya	Tamaravalley Group
Moragahapettia	Pendleton	Tambawitta
Moragolla	Penituduwa	Tembiligalla and Braeside
Morankande Group	Penneloya	Temple Lands
Mossyilla Group	Penhros Group	Tennawatte Group
Mount Carmel	Penylan	Tennekumbura
Mount Franion	Peradeniya New	Tharnagalla Group
Mount Havanah	Peradeniya Old	Theydon Bois Group
Mount Pleasant	Peragallawatte	Tilton Group
Mount Prospect and Kekunigalla	Peragollahena	Tismoda Group
Mount Temple	Pihimbiyahena	Totapitiya
Mowbray Group	Pilimatalawa	Totacumbrawatte
Muruthalawa	Pinnagolla	Tunigalla
Nagahena	Pitadeniya	Udaganatha Group
Narangaduwa West	Pitakande Group	Udahawalauwa
Naran Kadawa	Pitchamalawatte	Udawalata
Nargolla	Poorana	Udapatana
Nayapane and Harmony	Powragolla	Ukgalla
Nellicolawatte	Primrose Hill	Vedehette East and West
New Angammana	Prospect Hill	Velana
New Forest	Pussetenne	Wailalawa Group
New Hunasgeriya (division of Hunasgeriya Group)	Raja Ela	Walarambe
Newlynn Hill	Rajah	Wallsend
Nilambe	Rajatalawa division of	Waragalande
Nillomally	Levallon Group	Warriagalla
Norrisland	Rajatalawa	Wattakelle
alias Bagatuluwa	Pudumalay	Wattapuluwa
Nugahena	Rajaella	Wattarantenne
Old Haloya	Rambukpitiya	Wawinne
Oodewella and Ooragalla	Ranawella	Weeatugalla
Oolankande	Rangalla Group	Wembley
Oonanagalla and Richlands	Ratnagiri	Westhall Group
Orangefield Group	Ratnawally No. 1	Westmorland
Orion	Ratnawally No. 2	Weywetalawa
	Ravenswood	Woodside Group
	Raxawa and Mora Ela	Woodthorpe
	Raxawa (Panwila)	Yahalatenne
	Religas	Yarrow
	Rest Harrow	Zion Hill
	Rillagalla	Zululand
	Riverside	
	Rondura Group	
	Rosawatte	
	Rothschild	
	St. Clive	
	St. Helens	
	St. Helens and St. Catherine	

Low-country.

(b) Alluta	Galagedara	and Udahinna
Betworth	Marion Hill	divisions of
Dea Ella	Meegastenne	Morankande
Godapola	Meelagashena	Group
Greenwood Group (Galagedara)	Bon Accord, Galkande, Maussawa,	Trafford Hill Group

Except in so far as estates are specifically referred to above the following decisions apply to estates in the Kandy Revenue District—

- (1) As a general rule all the estates given in Ferguson's Ceylon Directory, 1928, as belonging to Ambagamuwa Planting District are reckoned as "Mid-country."
- (2) The rest of the district excluding those estates above Watawala inclusive are classified as "Mid-country."

Matala Revenue District : Mid-country.

All estates in the district excluding Altwood, Brae Group Dromoland, Karagahatenne, and Lagalla estates.

Nuwara Eliya : Mid-country.

The area comprising Nuwara Eliya Revenue District, and (a) Gampaha korale in the Province of Uva; (b) that part of Medapalata and Yatipalata korales in Udukinda division, situated north of Hal-oya, in the Province of Uva; and (c) Ambawela, Glenorchy, and Warwick estates, in the Province of Uva.

Donside, Goorookoya, Ravenscraig, and Hanguranketa Group.

*Galle Revenue District : Low-country.**Matara Revenue District : Mid-country.*

(a) Andaradeniya	Handford	Peellahena
Anningkande	Kekunahena	P. V. estate
Baduwatte	Kobonella	Pothumulla
Batahena	Kalugalahene	Pototuwa
Beverley	Kotapola	Ratnayaka Group
Campden Hill	Kurulugalla Group	St. Margaret's and Yal-pottehena
Demaliadola	Leasland	Talapolakanda
Deniyaya	Lover's Leap	Tenepita
Diasland	Matugobe	Vilehena
Diyaadawa	Mawarella	Wattehena
Enselwatte	Miriswatte	Willie Group
Figland	Nawanatenne (Naindawa)	
Galahakanda		
Halpantenne		

Low-country.

(b) Atuella	Hulandawa	Tennahena
Batagoda	Mahendra	Urumutta
Budgeofred	Murukandola	Uruwala Group
Dankotuwa	Naborukande	Wilpita
Derangala	Pitabeddera	
Eriyamalahena	Sundaraviniyagam	
Galagawa		
Gorokawela		

Mid-country.

1. All that portion of the district lying northward of a line drawn from the boundary of Galle and Matara Districts along the Millewa-ela to the Deniyaya-Akuressa road. Thence along that road as far as Waralla estate, round the northern boundary of Waralla estate, and along the same road to Kotapola-Urubokka road turn off. Thence along the Kotapola-Urubokka road to a point due north of the westernmost point of Tiriwanaganga estate. Along the southern boundary of Tiriwanaganga estate as far as its southernmost point, thence due east to the Urubokka-oya, up the Urubokka-oya to the Urubokka channel, and along the Urubokka channel to the boundary of Matara and Hambantota Districts.

Low-country.

2. The rest of the district.

*Kurunegala Revenue District : Low-country.**Puttalam and Chilaw Revenue District : Low-country.**Ratnapura Revenue District : Mid-country.*

(a) Aberfoyle	Balangoda Group	Calton Hill
Agar's Land	Balangoda Upper	Carney
Aigburth	Boscembe Group	Charlemour
Allerton	Brampton Group	Cyprus
Allington	Caledonia	Dalveen
Alpha		Denegama
Atlanta		Depedene
Alutnuwara		Dikmukalana

Dambahena
Ferndale and
Sherwood
Hatherleigh
Hayes Group
Keenagahaella
Keppoch
Longford
Massena
Meddakanda
Group
Morahela and
Bungay
Morningside
Naluwella

Non-Pareil
Nawalahena
Orangehill
Orangefield
Ougaldowa
Palamcotta
Pannilkande
Percival
Petiagalla
Rangwelltenne
Randola
Rasagalla
Ratmalawinne
Rye
Selwawatte

Somaratna
Springwood
Group
St. Josephs
Stubton
St. Noels
Tiyambara-
hena
Taurus
Tilbury
Walaboda
Wallawe
Weliarawa
Wewawatte
Wikiliya

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

Notification No. 53.

IT is hereby notified under section 10 (1) of Ordinance No. 27 of 1927 that the variation of the minimum rates of wages approved by His Excellency the Governor and appearing in Notification No. 52 of December 17, 1931, shall take effect from February 1, 1932.

W. L. MURPHY,
Controller of Labour.

Colombo, December 17, 1931.

Low-country.

(b) Arambegama
Alupolla
Group
Amurtha-
vellyamal
Ayagama.
Bero Ferrers
Colombogama
Dalukgalla
Denawaka
Delwella
Dippitigala
Doloswella
Duhallow
Dumbara
Dumrampitiya
Ekkeralle
Endane
Errabedde
Foot Print
Group
Gangulwitiya
Galatura
Group
Galboda
Gamikande
Galkaduwa
Gembrook
Gomeragala-
kande
Gorokgastenne
Gamwasama
Hakamuwa
Hallina
Hapugastenne
Group
Hapurugalla
Hedgefield ex
Tyebi

Horamulla
Houpe
Hunuwella
Hondadola
Harrington
Illabbuluwa
Imbulatenne
Kaluanadura
Karawwa
Karandana
Katiapola
Keragala
Ketandola
Kiribatgalla
Group
Kiriella
Kosgalla and
Mangedara
Kuttapitiya
Lanark
Lansdowne
Lellopitiya
Madolla
Madampe
Mahawale and
Meeketiya
Marambe-
kanda
Melbourne
Millawitiya
Millakanuwa
Monte Christo
Mutwagalla
Narangoda
Nilagama
Niriella
Niriwatte
Nivitigala

New Tala-
witiya
Opata
Opagardens
Paragalla
Pallawela
Palugampola
Palmgarden
Panawenna
Paradise
Parawatte
Pebotuwa
Peonkanda
Pelmadulla
Pissakande
Poronuwa
Panane
Rambukkanda
Rilhena Group
Rajjuruwatte
Silva Land
Sunderland
Talarwitiya
Trosley
Tappasara-
kande
Udugalla
Udadaluwa
and Moneri-
kanda
Watapola
Welgampola
Wellandura
Welihinda
Welimaluwa
Group
Wewi
Witiyala

THE CEYLON (STATE COUNCIL ELECTIONS)
ORDER IN COUNCIL, 1931.

No. 35—Batticaloa South Electoral District.

NOTICE is hereby given that the revised register of voters relating to the above-named electoral district has been completed, and that copy of such register is open for inspection during office hours at the Batticaloa Kachcheri.

Every person who is qualified and has made application in accordance with the Ceylon (State Council Elections) Order in Council, 1931, to have his or her name entered in the register for the above-named electoral district and whose name has been omitted from such register, or whose name has been expunged from such register, and who claims to have it inserted therein, may submit a written claim, which must reach the Registering Officer at the Batticaloa Kachcheri within two weeks from the date of publication of this notice in the *Government Gazette*, to have his or her name inserted in such register. Such claims must be in the Form A in the Second Schedule to the Ceylon (State Council Elections) Order in Council, 1931 (copies of which form may be obtained from the said Registering Officer), must set out the grounds of claim, and must give an address for the receipt of notices.

Every person whose name appears in the register for the above-named electoral district who objects to the name of any other person or his or her own name appearing therein, may submit a written application, which must reach the Registering Officer at the Batticaloa Kachcheri within two weeks from the date of the publication of this notice in the *Government Gazette*, to have such name expunged from such register. Such applications must be in the Form B in the Second Schedule to the Ceylon (State Council Elections) Order in Council, 1931 (copies of which form may be obtained from the said Registering Officer), must set out the grounds of objection, and must give an address for the receipt of notices.

C. HARRISON-JONES,
Registering Officer, No. 35, Batticaloa South
Electoral District.

The Kachcheri,
Batticaloa, December 18, 1931.

Except in so far as estates are specifically referred to above the following decisions apply to estates excluding Medahinna and Nagrak in the Ratnapura District—

- (1) All estates except Medahinna and Nagrak between a line drawn from Mahawalatenne through Balan-goda to Alupola and thence to the north of Alupolla and Hapugastenne estates and continued to the Kegalla District boundary and the boundary of the Central Province to be reckoned as "Mid-country."

All estates served by the Madampe-Lauderdale road from the 84th milepost and its branches and the Deniyaya-Hayes road to be reckoned as "Mid-country."

- (2) All other estates excluding above in the district to be reckoned as "Low-country."

Kegalla Revenue District: Mid-country.

(a) Ambalan-
kande
Beranawa
Cottagalla
Didulla
Doteloya
Gadadessa
Gangwarily
Glenalmond
Guava Hill

Havilland
and Dedu-
galla
Kandal Oya
Kellie Group
Kelvii
Nagastenne
Group
Narangalla
Group

Oonankande
Senthimalay
Tebuwatte
Ullswater
Windsor
Forest
Yellangowry
and Yak-
dessa estates

Low-country.

- (b) All other estates excluding above.

NOTICES CALLING FOR TENDERS.

OFFERS are invited for the transport of teak squares from the Lakeside Stores, McCallum road to Welikada Prison. Offers should be based on a charge per ton and should reach the Office of the Inspector-General of Prisons (Stores Branch), Colombo, before Thursday, December 24, 1931. Envelopes should be marked "Tenders for the Transport of Teak Squares."

C. C. SCHOKMAN,
Acting Inspector-General of Prisons.

Stores—Prisons Office,
Colombo, December 16, 1931.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of November, 1931 :—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on October 31, 1931	180,840,000	0	In vault on November 30, 1931	137,978,000	0
Add Notes received in November, 1931	1,200,000	0	In circulation on November 30, 1931	41,837,000	0
	182,040,000	0			
Deduct Notes destroyed in November, 1931	2,225,000	0			
	179,815,000	0		179,815,000	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	41,837,000	0	Securities at cost (£1 = Rs. 13·33)	33,073,438	95
Excess of reserve over Notes in circulation	4,896,613	78	Coin in vault	13,660,174	83
	46,733,613	78		46,733,613	78

3.—Average amount of Notes in circulation during the month	..	..	..	41,835,333	0
Average amount of Coin in vault during the month	..	..	..	13,658,508	0

4.—Details of Investments and Securities.

	Face Value.		Face Value.		Purchase Value.		Market Value.	
	£	s. d.	Rs.	c.	Rs.	c.	Rs.	c.
Colonial and other Securities	1,450,103	8 3	19,334,712	17	18,034,691	17	16,593,432	15
War Loan, 5 per cent.	44,438	5 10	592,510	56	378,847	83	372,365	37
Consolidated Loan, 4 per cent.	22,226	5 8	296,350	44	256,524	6	255,166	91
Conversion Loan, 4½ per cent.	80,847	6 1	1,077,964	6	1,025,845	78	1,045,514	2
Conversion Loan, 3½ per cent.	26,821	4 11	357,616	61	281,246	67	272,525	97
Indian Stock, Sterling	171,000	14 7	2,280,009	72	2,051,025	36	1,426,347	43
Indian 5 per cent. War Loan	—	—	10,788,200	0	10,137,322	88	8,873,294	50
Government of India, 5 per cent. Loan 45/55	—	—	42,300	0	41,618	50	39,973	50
Government of India, 5 per cent. Loan 39/44	—	—	897,700	0	866,316	70	741,724	62
Total	—	—	35,667,363	56	33,073,438	95	29,620,344	47

Currency Office,
Colombo, December 10, 1931.

W. W. WOODS, Financial Secretary,
W. E. WAIT, Deputy Chief Secretary,
N. E. ERNST, Commissioner of Stamps, } Commissioners
of Currency.

VITAL STATISTICS.

Registrar-General's Report on Vital Statistics of the City of Colombo for the Week ended December 12, 1931.

Births.—The total births registered in the city of Colombo in the week were 181 (8 Burghers, 108 Sinhalese, 30 Tamils, 24 Moors, 10 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1931, viz., 289,150) was 32·6, as against 32·3 in the preceding week, 36·6 in the corresponding week of last year, and 32·5 the weekly average for last year.

Deaths.—The total deaths registered were 111 (1 European, 5 Burghers, 62 Sinhalese, 22 Tamils, 13 Moors, 4 Malays, and 4 Others). The death-rate per 1,000 per annum was 20·0, as against 22·0 in the previous week, 30·2 in the corresponding week of last year, and 28·2 the weekly average for last year.

Infantile Deaths.—Of the 111 total deaths, 21 were of infants under one year of age, as against 29 in the preceding week, 43 in the corresponding week of the previous year, and 32 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 5.

Principal Causes of Death.—1. (a) Eighteen deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 6 deaths of non-residents), 2 in Kotahena South, and 1 each in Fort and Kotahena North, as against 9 in the previous week, and 18 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 1 each in St. Paul's, Kotahena North, Kotahena South, New Bazaar, Kollupitiya, and Wellawatta South, as against 11 in the previous week and 8 the weekly average for last year.

(c) Five deaths from *Bronchitis* were registered, 2 each in Maradana hospitals (including 1 death of a non-resident)

and Kollupitiya, and 1 in Maradana East. The number registered during the preceding week was also 5, and the weekly average for last year was 4.

2. (a) Sixteen deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 4 deaths of non-residents), 3 in Maradana North and 1 each in St. Paul's, Kotahena South, New Bazaar, Kollupitiya, and Wellawatta North, as against 17 in the previous week, and 12 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 (of non-residents), and 1 in Maradana South, as against 2 in the previous week, and 4 the weekly average for last year.

4. Eight deaths from *Debility* were registered, 7 from *Enteritis*, 3 from *Worms*, 2 each from *Dysentery* and *Infantile Convulsions*, 1 each from *Diarrhoea* and *Tetanus*, and 39 from *Other Causes*.

5. **Reported Cases.**—Four cases of *Chicken-pox*, and 4 of *Enteric Fever* were reported during the week as against 6 and 3, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·5°, against 79·9° in the preceding week and 80·0° in the corresponding week of the previous year. The mean atmospheric pressure was 29·836 in., against 29·856 in. in the preceding week and 29·955 in. in the corresponding week of the previous year. The total rainfall in the week was 2·52 in. against 4·30 in. in the preceding week and nil in the corresponding week of the previous year.

Registrar-General's Office, P. D. RATNATUNGA,
Colombo, December 15, 1931. for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF J. H. VAVASSEUR & CO. (CEYLON), LIMITED.

1. The name of the Company is "J. H. VAVASSEUR AND COMPANY (CEYLON), LIMITED."
2. The registered office of the Company will be situated in Colombo.
3. The objects for which Company is established are:—
 - (a) To acquire and take over as a going concern the business of merchants, manufacturers, and commission agents now carried on at Colombo and in the Island of Ceylon by Messrs. J. H. Vavasour & Co., Ltd. of Ceylon House 15 and 16 America Square in the City of London together with all or any of the property and assets of the said business or held or used in connection therewith, either subject or not subject to all or any of the liabilities of the said business and to carry on and develop the said business.
 - (b) To carry on in Ceylon and elsewhere the business of general merchants, dealers in Ceylon and other produce, manufactures, financiers, financial agents, contractors, planters, farmers, store-keepers, wharfingers, mill-owners, ship-owners, barge-owners, lightermen, warehousemen, carriers, forwarding and commission agents, brokers, underwriters, importers, and exporters, and any other trades or business which may seem to the Company capable of being conveniently carried on in connection with any of the above-mentioned business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
 - (c) To purchase, sell, export, import, manufacture, grow, prepare for market, and deal in all kinds of merchandise, produce, commodities, articles and things which may be required for the purposes of any of the businesses which the Company is authorized to carry on or which are commonly produced, dealt in or used by persons engaged in any such business or which may seem capable of being profitably or conveniently produced dealt in or used in connection with any such business.
 - (d) To construct, make, build, erect, maintain, alter or improve any buildings, roads, tramways, railways, bridges, canals, water-courses, works, machinery, ships or other craft and conveniences necessary or convenient for the purposes of the Company or any of them or which may seem calculated directly or indirectly to be for the benefit of the Company.
 - (e) Generally to purchase, rent, take on lease, or in exchange, hire, charter, or otherwise acquire any property whatsoever and wheresoever whether immovable or movable, real or personal, or any interest therein or any rights or privileges which may be considered desirable in the interest of the Company and to develop and turn to account any property, rights, or privileges for the time being belonging to the Company.
 - (f) To lend money either with or without security and generally on such terms as may seem expedient and to guarantee the payment of money or the performance of any contract or other obligation by any other company or person and to receive money on deposit.
 - (g) To draw, make, accept, issue, endorse, or discount bills of exchange, cheques, promissory notes, drafts, and other negotiable or transferable instruments.
 - (h) To borrow or raise money for the purposes of the Company or any of them in such manner and upon such terms as may seem expedient.
 - (i) To mortgage and charge the undertaking and all or any of the immovable and movable or real and personal property of the Company whether present or future, and all or any of the uncalled capital for the time being of the Company.
 - (j) To secure the payment of any moneys borrowed or raised or owing or the performance of obligations incurred by the Company by the creation and issue of redeemable or irredeemable or perpetual bonds, debentures, or debenture stock payable to bearer or otherwise or by mortgages, charges or other securities and to further secure or collaterally secure any securities of the Company by a Trust Deed or otherwise, and to confer upon the Trustees of any such Trust Deed all such powers of management and realization and also such powers of supervision control veto and otherwise as the Company may consider expedient.
 - (k) To issue any shares or securities which the Company has power to issue either at par or at a premium or as regards securities at a discount.
 - (l) To issue any shares or securities which the Company has power to issue as fully or partly paid up as the whole or part of the purchase price of any property acquired by the Company or in consideration of services rendered to the Company or other valuable consideration.
 - (m) To enter into any arrangements with any Authorities Supreme, Municipal or local or otherwise and to obtain from any such Authority any rights, concessions, charters or privileges which may be thought conducive to the Company's objects or any of them and to carry out, exercise, and comply with any such arrangements, rights, privileges, and advantages.
 - (n) To purchase or otherwise acquire and undertake all or any part of the undertaking, business, goodwill, assets or liabilities of any company or person carrying on or about to carry on any business which this Company is authorized to carry on or which is capable of being conducted so as directly or indirectly to benefit the Company or possessed of property deemed suitable for the purposes of the Company and so that any business (including the business mentioned in sub-clause (a) of this clause) may be purchased as from a past date on the footing that the profits derived therefrom and from the assets employed therein down to the date of actual purchase may be treated as profits of the Company and dealt with on that footing whether the Company was or was not in existence at the time when such profits were actually earned.
 - (o) To enter into partnership or into any arrangement with respect to the sharing of profits union of interest reciprocal concession or co-operation either in whole or in part with any such Company or person as is mentioned in the last preceding sub-clause.
 - (p) To purchase, subscribe for, underwrite, guarantee, issue on commissions take, acquire, hold, dispose of, and deal in any shares or securities of any such company as is mentioned in sub-clause (n) of this clause or any other stocks, shares or securities which may seem to the Company capable of being profitably dealt in or held.
 - (q) To sell, exchange, lent on rent, royalty, or share of profits, surrender or otherwise deal with either absolutely, conditionally or for any limited interest all or any part of the undertaking, property, rights, or privileges of the Company as may from time to time be determined.
 - (r) To promote, establish, form, organize, and register or to aid or assist in the promotion, establishment, formation, organization, and registration of any other company for the purpose of purchasing or otherwise acquiring, working or otherwise dealing with all or any part of the business or undertaking any assets or liabilities of the Company or any property in which the Company is interested or for any other purpose with power to assist any such company by paying or contributing towards the preliminary expenses or providing the whole or part of the capital thereof or by taking or subscribing for shares preferred ordinary or deferred therein or by lending money thereto or partly in one mode and partly in another.
 - (s) To pay out of the funds of the Company all or any of the expenses of and incident, to the promotion, formation, organization, registration, advertising, and establishment of this or any other company and to the issue underwriting or subscription of its shares or securities including brokerage and commission for obtaining applications for or placing or guaranteeing the placing thereof.
 - (t) To obtain or in any way assist in obtaining any provisional Order, Act of Parliament, Ordinance, Statute, Decree, Rescript or other necessary authority for enabling this or any other company to carry any of its objects into effect or for effecting any modification of this or any other company's constitution or to procure this or any other company to be legalized, registered or incorporated if necessary in accordance with the laws of any country or State in which it may or may propose to carry on operations.
 - (u) To distribute any of the assets or property of the Company among the members in specie or otherwise but so that no distribution amounting to a reduction of capital be made without the sanction (if any) for the time required by law.

- (v) To make pecuniary grants by way of donation, subscription, allowance, gratuity, guarantee or otherwise to or for the benefit of persons who are or have been employed by the Company and the widows, orphans, and dependents of any such persons and to or in aid of associations or funds for the benefit of any of those objects and to hospitals and for other charitable or benevolent objects.
- (w) To make pecuniary grants by way of donations, subscriptions or otherwise to or in aid of associations, societies and other organizations or for the defence, protection, indemnification or advantage of companies or others or for the promotion of or opposition to any scheme in connection with traders either general or of any special description or for the promotion of or opposition to any legislative measures or for any similar purpose.
- (x) To do all or any of the above things either as principals, agents or otherwise and either alone or in conjunction with others and either by or through agents or otherwise and with power to appoint a trustee or trustees corporate or incorporate to hold any property on behalf of the Company and to allow any property to remain outstanding in such trustee or trustees.
- (y) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "Company" in this clause when applied otherwise than to this Company shall be deemed to include any partnership or other body of persons whether corporate or incorporate and whether domiciled or constituted in Ceylon or elsewhere and that the objects specified in each of the sub-clauses (a) to (y) inclusive of this clause shall be regarded as independent objects and accordingly shall be in no wise limited or restricted (except when otherwise expressed in such sub-clause) by reference to the objects indicated in any other sub-clause or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rupees 4,000,000 divided into 400,000 shares of Rupees Ten (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
CHAS. F. BUXTON, Colombo	One
J. LINDSAY, Colombo	One
H. L. STANISTREET, Colombo	One
A. G. HUMPHREYS, Colombo	One
H. TIERNEY, Colombo	One
O. P. MOUNT, Colombo	One
F. C. ROWAN, Colombo	One
Total Shares taken	Seven

Witness to the above signatures at Colombo, this Twenty-eight day of November, 1931.

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

ARTICLES OF ASSOCIATION OF J. H. VAVASSEUR & COMPANY (CEYLON), LIMITED.

PRELIMINARY.

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

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

INTERPRETATION.

2. In these presents unless there be something repugnant either in the subject or in the context:—

The "Ordinances" means the "Joint Stock Companies Ordinance, 1861," and every other Ordinance for the time being in force in Ceylon relating to Joint Stock Companies and affecting the Company.

"These presents" means the Memorandum of Association of the Company and these Articles of Association and the regulations of the Company for the time being in force.

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

"The Seal" means the common seal of the Company.

"Month" means calendar month.

"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) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

Words denoting the singular number include the plural and *vice versa* words referring to males includes females words importing persons include Corporations and words or expressions defined in the Ordinances bear the same meaning in these presents.

BUSINESS.

3. The Company shall as speedily as possible after the incorporation of the Company proceed to acquire the business referred to in clause 3 (a) of the Memorandum of Association and shall obtain the execution of all such deeds and documents requisite for vesting in the Company the property referred to in the said clause. The Company being established on the basis that it shall acquire the business and property mentioned in the said clause it shall be no objection that the Vendors are in a fiduciary position towards the Company or that there is no independent Board of Directors nor shall any claim be made against any of the Vendors on any such ground. And every member of the Company (present or future) shall be deemed to have joined the Company on this basis.

4. No part of the funds of the Company shall be applied in the purchase of or lent on the security of shares in the Company but without prejudice to the provisions of these presents as to lien.

5. The office shall be situate in Colombo.

SHARES.

6. The Shares shall be at the disposal of the Directors who may allot or otherwise dispose of them to such persons at such times and upon such terms as they may think proper but the Company in General Meeting may at any time give any directions with regard to the allotment or disposal of any unissued shares.

7. If 2 or more persons are registered as joint holders of any share any one of such persons may give effectual receipts for any dividends or other money payable in respect of such share.

8. Not more than 4 persons shall be registered as the joint holders of any share.

9. No person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or recognize any equitable, contingent, future, or partial interest in any share.

CERTIFICATES.

10. Every member shall without payment be entitled to one certificate under the seal specifying the shares held by him and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders and delivery of such certificate to any one of them shall be sufficient delivery to all.

11. If any certificate is worn out or lost it may be renewed on payment of one rupee or such less sum as the Directors may prescribe and in case of wearing out on delivery up of the old certificate and in case of loss on such proof of loss and the execution of such indemnity (if any) as the Directors shall require.

LIEN.

12. The Company shall have a first and paramount lien and charge on all the shares registered in the name of a member (whether solely or jointly with others) and upon all dividends thereon for all money owing to the Company

by him or his estates solely or jointly with any other person on any account whatever whether such money is presently payable or not.

13. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they may think fit but no sale shall be made until the money is presently payable and until a demand and notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares and default in payment shall have been made by him for 7 days after such notice.

14. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares.

15. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the register as the holder of the shares and the purchaser shall not be bound to see to the regularity or validity of the sale or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

CALLS ON SHARES.

16. The Directors may subject to the regulations of these presents from time to time make such calls upon the members in respect of all money unpaid on their respective shares (other than money which by the terms of allotment are made payable on allotment or at a fixed date) as they may think fit provided that 10 days notice at least is given of each call specifying the amount thereof and the persons to whom and the times and places at which it is to be paid, and each member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors.

17. A call may be made by instalments.

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

19. The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

20. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid the holder for the time being thereof shall be liable to pay interest on the amount of the call at the rate of 5 per cent. per annum from the day appointed for payment thereof to the time of actual payment but the Directors may if they think fit remit all or any of such interest.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date shall for all purposes of these presents (except as regards the notice required to be given of a call) be deemed to be a call duly made and payable on the date fixed for payment thereof and in case of nonpayment the provisions of these presents as to payment of interest and expenses forfeiture and the like and all other the relevant provisions of these presents shall apply as if such sum were a call duly made and notified as hereby provided.

22. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

23. No Shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person together with interest and expenses (if any).

TRANSFER OF SHARES.

24. Subject to the restrictions of these presents any member may transfer his shares in the usual common form but every transfer must be left at the office accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. A fee not exceeding one rupee for each transfer may be charged for registration.

25. The instrument of transfer of a share shall be executed both by the Transferor and Transferee and the Transferor shall be deemed to remain the holder of the share until the name of the Transferee is entered in the register of Members in respect thereof.

26. The Register of Transfers shall be closed during the 14 days immediately preceding every Ordinary General Meeting of the Company and at such other times (if any)

and for such period as the Directors may from time to time determine provided always that it shall not be closed for more than 21 days in any year.

27. The Directors may refuse to register any transfer of shares (whether on sale or otherwise) upon which the Company is entitled to a lien, or to a person to whom they may object, and in the latter case they shall not be bound to give any reason for their refusal.

28. No ordinary shares shall be transferred (unless the sanction of an ordinary resolution passed at a General Meeting of Shareholders specially convened be obtained) otherwise than as hereby provided:—

(a) Any person desirous of transferring any ordinary shares shall, in the first instance, notify the Board of Directors of his desire to sell and of his willingness to accept from the nominee of the Directors a price (exclusive of interest hereinafter mentioned) not exceeding as to each share the amount of capital credited as paid up thereon.

(b) Such officer shall be made in writing served on the Secretary (or Acting Secretary) of the Company at the registered office of the Company.

(c) The purchase money payable for any shares as aforesaid shall carry interest at the rate of 6 per cent. per annum as from the last date before the date of the offer to sell on which a dividend became payable on such shares or as from 12 calendar months before the date of such offer (whichever period shall be the shorter) up to the time of payment of the purchase money but the purchaser or purchasers shall (subject to completing the purchase) be entitled to all dividends becoming payable after the date of such offer.

(d) Any person or persons nominated by the Board of Directors shall be at liberty to accept an offer (as to all or any specified number of the shares offered) by notice in writing served on the proposing transferor in the same manner as notices may be served on a member as aforesaid at any time within 3 months after the service of such offer either unconditionally or in case they or he shall be willing to purchase, but unwilling to purchase at the price specified in such offer subject to the price being subsequently mutually agreed on and if such offer shall not be so accepted it shall be deemed to be declined or (as the case may be) declined as to the shares comprised in the offer to which the acceptance does not extend. If any offer shall be accepted subject to the price being subsequently agreed and such price shall not be agreed between the intending transferor and the acceptor within one month after the service of the acceptance on the intending transferor such offer shall be deemed to have been declined (if not previously declined) at the expiration of that period.

(e) Any person being a Director of the Company for the time being shall be entitled (providing he first obtained the consent of the Board of Directors for the time being) to purchase any shares included in any offer which the nominee or nominees of the Board may decline.

(f) Any purchase of shares under this Article shall (except as to the registration of the transfer thereof to the purchaser or his nominee or nominees) be completed within 2 months after the acceptance of the offer of such shares or (in the case of any difference as to price) the determination by agreement of the price for the shares whereupon such price and interest thereon as aforesaid shall be paid and the said transfer shall be signed and delivered to the purchaser or his nominee, or nominees.

(g) Any shares comprised in any offer which shall not be accepted as hereinbefore provided may (but without prejudice to Article 27) at any time and from time to time within the period of 3 months after the latest time for acceptance of the offer shall have expired or after the offer shall have been declined or deemed to have been declined by the persons or person entitled to such offer (whichever date shall be the later) be transferred to any person or persons selected by the proposing transferor or his legal personal representatives at such price or prices or gratuitously and on such terms as he or they may arrange.

TRANSMISSION OF SHARES.

29. In case of the death of a member if he was one of two or more jointholders the survivors or survivor of such joint holders and if he was a sole holder his executors or

administrators shall be the only persons recognized by the Company as having any title to the shares but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

30. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may (subject as hereinafter provided) upon producing such evidence of title as the Directors may require either be registered himself as holder thereof or may elect to have some person nominated by him registered as the transferee thereof.

31. If the person so becoming entitled shall elect to be registered himself he shall deliver or send to the Company a notice in writing stating that he so elects. For all purposes of these presents relating to the registration of transfers of shares such notice shall be deemed to be a transfer and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.

32. If the person, so becoming entitled shall elect to have his nominee registered he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have in respect of transfer so executed the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the transfer were a transfer executed by the person from whom the title by transmission is derived.

33. No person entitled by transmission to a share which when held by the person from whom the title by transmission was derived was subject to the provisions of Article 28 shall be entitled to transfer the same to his nominee without previously offering it as provided by that Article during the period to which that Article extends.

34. A person entitled to a share by transmission shall be entitled (subject to any lien of the Company) to receive and may give a discharge for any dividend bonus or other money payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company or save as aforesaid to any of the rights and privileges of a member unless and until he shall have been registered as a member in respect thereof.

ALTERATION OF CAPITAL.

35. The Company may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not by Extraordinary Resolution increase its capital by the creation and issue of new shares such aggregate increase to be of such amount and to be divided into shares of such respective amounts and having such attributes as the Company by the Extraordinary Resolution authorizing such increase directs.

36. Subject to any directions that may be given by resolution under the powers contained in the Memorandum of Association or these presents relating to the issue of new shares any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

37. The Company may by special resolution do the following things or any of them:—

- (a) Consolidate and divide its capital or any part thereof into shares of larger amount than its existing shares.
- (b) By subdivision of its existing shares, or any of them, divide its capital or any part thereof into shares of smaller amount.
- (c) Reduce its capital or any part thereof in any manner authorized by law.

38. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Ordinances so far as they shall be applicable and so far as they shall not be applicable in accordance with the terms of the special resolution authorizing the same and so far as such resolution shall not be applicable in such manner as the Directors may deem most expedient.

39. The special resolution whereby any share is subdivided may determine that as between the holders of shares resulting from such subdivision one or more of such shares shall have any preference over the other or others.

ALTERATION OF RIGHTS.

40. The rights or privileges of the holders of any special classes of shares into which the capital of the Company may from time to time be divided may be affected, altered, modified or dealt with in any manner with the sanction of

an extraordinary resolution passed at a separate General Meeting of the members holding the class of shares whose rights are to be so affected altered, modified or dealt with. To any such General Meeting all the provisions of these presents, applicable to General Meetings shall *mutatis mutandis* apply but so that the necessary quorum shall be members of the class holding or representing by proxy two-thirds of the capital credited as paid on the issued shares of the class and so that in case of a poll every member shall have one vote for every share of the class held by him.

GENERAL MEETINGS.

41. The First General Meeting shall be held at such time within one year after the registration of the Company and at such place as the Directors may determine.

42. Subsequent General Meetings shall be held once in every year and at such time and place as may be prescribed by the Company in General Meeting and if no time or place be so prescribed then at such time and place as may from time to time be determined by the Directors.

43. The above-mentioned General Meetings shall be called Ordinary Meetings, all other General Meetings shall be called Extraordinary.

44. The Directors may call an Extraordinary Meeting whenever they may think fit.

PROCEEDINGS AT GENERAL MEETINGS.

45. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place, the day, and the hour of meeting and in case of special business the general nature of such business shall be given in manner hereinafter mentioned to such members as are for the time being under these presents entitled to receive notices from the Company. But the accidental omission to give such notice to or the non-receipt of such notice by any member shall not invalidate any resolution passed or proceedings had at any such meeting.

45a. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

46. All business shall be deemed special that is transacted at an Extraordinary Meeting and all that is transacted at an Ordinary Meeting shall also be deemed special with the exception of sanctioning or declaring a dividend the consideration of the accounts and balance sheets and the ordinary reports of the Directors and Auditors and the election of Directors and other officers in the place of those retiring by rotation or otherwise.

47. Any member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least four clear days and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him or by his duly authorized representative containing the proposed resolution and stating his intention to submit the same.

48. Upon receipt of any such notice as in the last preceding Article mentioned the Directors shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued and shall in any other case issue as quickly as possible to the members notice that such resolution will be proposed.

49. No business shall be transacted at any General Meeting unless a quorum of at least two members entitled to vote is present when the meeting proceeds to business. For the purpose of the quorum a member shall not be deemed present unless present in person.

50. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present the meeting if convened on the requisition of members shall be dissolved. 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 within half an hour from the time appointed for holding the meeting, the meeting shall be adjourned *sine die*.

51. The Chairman with the consent of any meeting at which a quorum is present may adjourn the meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for 10 days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

52. The Chairman (if any) of the Board of Directors shall preside at every General Meeting but if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to act as Chairman the members present shall choose some Director or if no Director be present or all the Directors present decline to take the chair some member present to be Chairman of the Meeting.

53. At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person or by attorney (not being a Shareholder) and entitled to vote unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman of the meeting or by two or more members present in person or by proxy or attorney and entitled to vote or by one member holding not less than one tenth of the issued share capital for the time being present in person or by proxy or attorney and entitled to vote and, unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried or not carried by a particular majority or lost shall be conclusive, and entry to that effect in the book of proceedings of the Company shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

54. If a poll be demanded in manner aforesaid it shall be taken at such time and place either at once or after an adjournment and in such manner as the Chairman shall direct and the result of the poll shall be deemed to be the resolution of the meeting, at which the poll was demanded.

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

56. In the case of an equality of votes either on a show of hands or at the poll, the Chairman of the meeting, at which the show of hands takes place or at which the poll is demanded as the case may be shall be entitled to a further or casting vote.

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

VOTES OF MEMBERS.

58. On a show of hands every member personally present and entitled to vote shall have one vote only and proxies shall not be taken into account but 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 member present personally or by proxy or attorney shall have one vote for every share held by the member.

59. If two or more persons are jointly entitled to a share the member whose name stands first in the register of members and no other shall unless the Directors otherwise determine be entitled to vote in respect thereof. If any member be a lunatic or idiot or *non compos mentis* he may vote by his committee *curator bonis* or other legal curator who may vote either personally or by proxy and if such committee or curator is present in person at a meeting the member whom he represents shall be deemed to be present in person thereat.

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

61. The instrument appointing a proxy shall be in writing under the hand of the appointor or if such appointor is a corporation under their common seal (if any) and if none then under the hand of some officer duly authorized in that behalf.

62. No person shall be appointed a proxy who is not a member of the Company entitled on his own behalf to be present and vote at the Meeting or Meetings for which the proxy is given. But this Article shall not apply to an attorney nor to any proxy appointed by the holder of shares to the face value of one-tenth part of the whole of the capital issued for the time being.

63. The instrument appointing a proxy or attorney shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting at which the proxy proposes to vote otherwise such proxy or attorney shall not be entitled to vote in respect thereof.

64. An instrument appointing a proxy may be in either of the following forms:—

SPECIAL PROXY.

I, _____ of _____ a member of J. H. Vavasseur & Co. (Ceylon), Ltd., hereby appoint _____ of _____ or him failing _____ of _____ as my proxy 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 _____ 19____, and at every adjournment thereof.
As witness my hand this _____ day of _____ 19____.

GENERAL PROXY.

I, _____ of _____ a member of J. H. Vavasseur & Co. (Ceylon), Ltd., hereby appoint _____ of _____ or him failing _____ of _____ as my proxy to vote for me and on my behalf at any (and all) Ordinary or Extraordinary General Meeting (or Meetings) of the Company or adjournments thereof held during the period of twelve months from the date hereof.

As witness my hand this _____ day of _____ 19____.

DIRECTORS.

65. The number of Directors shall not be less than five nor more than seven.

66. The first Directors of the Company shall be Percy Vavasseur Appleby, Wilkie Calvert Robert Geoffrey Buxton, Charles Frederick Buxton, and James Lindsay and each of the said Percy Vavasseur Appleby, Wilkie Calvert, and Robert Geoffrey Buxton shall be entitled to hold office as such without qualification until their death or resignation.

67. Each of the Directors shall have the right and power to nominate in writing any person to act as alternate Director in his place and stead during his absence from Ceylon and on such appointment being made the alternate Director shall (except as regards remuneration and except as otherwise provided by these Articles) be subject in all respects to the terms and conditions of these articles applicable to Directors of the Company and each alternate Director whilst acting in the place of an absent Director shall exercise and discharge all the rights, powers, and duties of the Director he replaced including a right where applicable to act as Chairman of the Board.

68. In case any alternate Director shall die or vacate his office or be removed during the absence from Ceylon of the Director whom he replaced the vacancy so arising may be filled up in writing by such last named Director.

69. The appointment of an alternate Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director who appointed him shall return to Ceylon or shall cease to be a Director or shall give notice in writing to the Secretary of the Company that the alternate Director representing him has ceased to do so.

70. An instrument appointing an alternate Director shall as near as circumstances shall admit be in the following form or to the following effect:—

J. H. Vavasseur & Co. (Ceylon), Ltd.

I, _____ Director of J. H. Vavasseur & Co. (Ceylon), Ltd., in pursuance of the power in that behalf contained in the Articles of Association of the Company do hereby nominate and appoint _____ to act as alternate Director in my place during my absence from Ceylon to exercise and discharge all my powers and duties as a Director of the Company.

As witness my hand this _____ day of _____ 19____.

71. The remuneration of the Directors shall be such annual sum to be divided in such manner as shall be fixed by the Company in General Meeting—a Director shall also be paid his travelling and hotel expenses incurred in attending Directors Meetings or General Meetings or otherwise in connection with the Company's business.

72. The qualification of a Director other than the said Percy Vavasseur Appleby, Wilkie Calvert and Robert Geoffrey Buxton shall be the holding in his own name alone or jointly with any other person of one share in the Company. A Director requiring a qualification may act before acquiring his qualification but any Director requiring a qualification shall acquire the same within three months after he has become a Director, and unless he shall do so his office shall *ipso facto* be vacated.

73. The Directors may appoint any of their number to be a Managing Director and the remuneration of a Managing Director may (subject to the provisions of any contract between him and the Company) be fixed from time to time by the Directors and may be by way of salary or commission or participation in profits or by any or all of these methods or otherwise.

74. If any of the Directors shall hold any other office in the Company or be called upon to perform extra services or to make any journey for any of the purposes of the Company or the business thereof the Company may pay the expenses of such Director and remunerate him by a fixed sum or salary or commission or a percentage or profits or by any or all of these methods or otherwise as may be determined by the Directors and such remuneration may be in addition to or in substitution for his remuneration hereinbefore provided.

ROTATION AND APPOINTMENT OF DIRECTORS.

75. Subject to the provisions of these Articles at the First Ordinary Meeting of the Company, other than the Statutory Meeting, and at each succeeding Ordinary Meeting, one-third of the Directors for the time being other than the said Percy Vavasour Appelby, Wilkie Calvert and Robert Geoffery Buxton or, if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third shall retire from office.

76. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

77. A retiring Director shall be eligible for re-election.

78. The Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

79. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall be deemed to have been re-elected unless at such meeting it is determined to the contrary.

80. The Directors of the Company in General Meeting shall have power at any time or times to appoint a qualified person to be a Director, but so that the total number of the Directors shall not exceed the maximum number for the time being fixed under these Articles, and any Director so appointed by the Directors shall hold office only until the next following Ordinary Meeting of the Company, and shall then be eligible for re-election.

81. No person, other than a retiring Director, shall unless recommended by the Directors for election, be eligible for election as a Director at any General Meeting unless a member has at least fourteen clear days before the meeting left at the office a notice in writing under his hand, signifying his intention to propose such person for election accompanied by a notice in writing, signed by the person to be proposed, stating his consent to be elected.

82. The Company in General Meeting may at any time or times increase or reduce the maximum or minimum number of Directors as fixed above to such number as the Company may think fit, and alter the rotation in which the Directors are to go out of office.

83. The Company may by Extraordinary Resolution remove any Director other than the said Percy Vavasour Appelby, Wilkie Calvert, and Robert Geoffery Buxton before the expiration of his period of office, and may by ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed commenced his then current period of office.

84. If at any time there should be less than two Directors (including alternate Directors) holding office in Ceylon a General Meeting of Shareholders shall forthwith be convened and the remaining Director or alternate Director in office or there be no such Director in office then by the Secretary or Acting Secretary or other senior official or the Company resident in Ceylon and the Shareholders shall by resolution determine on the appointment of a Director of Directors and as to his or their terms of remuneration and period of office.

DISQUALIFICATION OF DIRECTORS.

85. The Office of a Director shall be vacated if the Director—

- (a) Ceases to be a Director by virtue of the Ordinances.
- (b) Resign his office by a notice in writing under his hand which is left at the office and is accepted or remains unwithdrawn for one month or
- (c) Becomes bankrupt; or
- (d) Is found a lunatic or becomes of unsound mind.

THE SEAL.

86. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Directors duly authorized by the Directors and in the presence of at least two Directors, and the sealing shall be attested by such Directors and countersigned by the Secretary or some other person appointed by the Directors.

POWERS AND DUTIES OF DIRECTORS.

87. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company and do on behalf of the Company all such acts as are within the powers of the Company and as are not by Ordinances or these Presents required to be exercised or done by the Company in General Meeting subject to nevertheless to any regulations of these Presents to the provision

of the Ordinances and to such regulations not being inconsistent with the aforesaid regulations and provisions as may be prescribed by the Company in General Meeting. Provided that no regulations made by the Company in General Meeting shall invalidate any prior act of the Directors or Director which would have been valid if such regulation had not been made. Provided also that the Directors shall not purchase or otherwise acquire all or any part of the undertaking, goodwill and assets of any other company, partnership, firm or person, or sell the undertaking of the Company or all or any part of the fixed assets thereof until such transaction as aforesaid shall have been confirmed by a General Meeting or Extraordinary General Meeting of the Company at which at least 30 per cent. of the share capital of the Company entitled to rank for the purpose of voting, is represented.

88. All acts *bona fide* done by any Meeting of Directors or by any person acting as a Director or alternate Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or alternate Director or person acting as aforesaid or that they or any of them or he were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or alternate Director as the case may be.

89. The Directors may from time to time appoint any managers or agents for managing any of the affairs of the Company in Ceylon or elsewhere and may fix their remuneration and any such appointment may be made on such terms and subject to such conditions as the Directors may think fit.

90. The Directors may from time to time delegate to any Manager or Agent to be appointed under the last preceding article hereof all or any of the powers authorities and discretions exercisable under these presents by the Directors as they may from time to time think fit and such delegation may be made for such time and for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient and they may from time to time revoke, withdraw, alter or vary all or any of such powers, authorities, and discretions.

91. The Directors may from time to time by power of attorney under the seal of the Company appoint any person or persons to be the attorney or attorneys of the Company in Ceylon or elsewhere for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by Directors under these presents) and for such period and subject to such conditions as they may from time to time think fit and any such appointment may (if they think fit) be made in favour of any Company or of the members, directors, nominees, or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit.

92. Any such delegate or attorney as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in him.

PROCEEDINGS OF DIRECTORS.

93. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Three directors shall be a quorum until otherwise determined by the Company in General or Extraordinary General Meeting. Questions arising at any Meeting of Directors shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have second or casting vote.

94. On the request of a Director the Secretary shall at any time summon a meeting of the Directors.

95. The Chairman of Directors shall be elected and/or removed by the Board of Directors from time to time.

96. The Chairman of the Board for the time being shall preside at all meetings of the Board, but if there shall be no such Chairman, or if at any Meeting the Chairman is not present within 10 minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such Meeting, and he shall preside thereat accordingly.

97. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a duly convened meeting of the Directors.

98. No Director or intended Director (including an alternate Director) shall be disqualified by his office from being appointed to and holding any other office under the Company and receiving remuneration for the same or from entering into any contract or arrangement with the Company as vendor, purchaser, or otherwise nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which

any such Director or any intended Director shall be in any way interested be avoided, nor shall any such Director or intended Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of any such Director holding or intending to hold that office or of the fiduciary relation thereby established but the nature and extent of his interest (unless apparent from the nature of the contract or arrangement in question) must be disclosed by him at the meeting of the Directors at which such contract or arrangement is determined upon if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest provided nevertheless that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid and if he do so vote his vote shall not be counted.

MINUTES.

99. The Directors shall cause minutes to be made in books to be provided for the purpose—

- (a) Of all appointments made by them.
- (b) Of the names of the Directors present at each meeting of the Directors.
- (c) Of all resolutions passed and proceedings had by and at all meetings of the Directors and of the Company and of all resolutions under article 97.

and any such minute if purporting to be signed by the Chairman of the meeting at which such appointments were made or such Directors were present or such resolutions were passed or proceedings had (as the case may be) or by the Chairman of the next succeeding meeting of the Directors or of the Company (as the case may be) or in the case of a resolution under article 97 by the Directors or Director signing the same shall be sufficient evidence without any further proof of the facts therein stated.

DIVIDENDS AND RESERVE FUND.

100. Subject to the rights of the holders of any shares which may hereafter be issued on special conditions as to dividend and to the provisions hereinafter contained as to reserve and the powers of the Directors to recommend dividends or bonus the net profits arising from the business of the Company shall be applicable in payment to the holders of the ordinary shares of a dividend on the amounts credited as paid up thereon.

101. The Company in general meeting may from time to time declare dividends to be paid to the members according to their rights and interests under these presents. In no case however shall any dividends or bonus be paid except out of profits or in excess of any amount recommended by the Directors.

102. As regards any shares issued as fully or partly paid up under any agreement entered into by the Company the same shall be entitled to rank for dividend as from such date (if any) other than that of issue as shall be provided by such agreement.

103. The Directors may from time to time pay to the members such interim dividends as in their or his opinion the position of the Company justifies.

104. The Directors in arriving at the net profits of the Company shall first set aside such sum as in their opinion is proper to provide for bad and doubtful debts, to replace wasting property and to maintain the plant works and property used in the Company's business or any part thereof and in addition thereto the Directors may out of the net profits create a reserve fund by setting aside such sums as they shall think fit for the purpose of meeting contingencies, the liquidation, reduction or extinction of any debt or liability of the Company equalizing dividends and providing a reserve for any purpose which they may think desirable and may use the sums so set aside either in the business of the Company or by investing them in such shares or securities or other investments (not being the shares of the Company) as they shall think fit or in accordance with the provisions of article 101. Any balance of undivided profit remaining after the payment of dividends and provisions being made for the reserve fund (if required) shall be carried forward to the accounts of the succeeding year.

105. (a) The Directors may at any time or times pursuant to a resolution of the Company in general meeting capitalize the whole or any part of the undivided profits for the time being of the Company, whether presently available as such or standing to the credit of any reserve fund either (i.) by applying such profits or any portion thereof in making payment in full at par for any shares, debentures, debenture stock bonds, or other obligations of the Company and by distributing among the members of the Company or any class or classes of such members such fully paid shares, debentures, debenture stock bonds, or other obligations of the Company in proportion to the

amounts paid or credited as paid upon the shares of the Company held by such members respectively or (ii.) by applying such profits or any portion thereof in making payment, in whole or in part of any moneys remaining unpaid upon any shares of the Company which may have been issued and are not fully paid in proportion to the amounts paid or credited as paid upon such shares respectively or (iii.) partly by an application and distribution under (i.) and partly by an application under (ii.) and where some of the shares of the Company are *fully paid* and others are partly paid then as between the members holding the fully paid shares and the members holding the partly paid shares any moneys applied in making payment for any fully paid shares, debentures, debenture stock bonds, or obligations of the Company distributed under (i.) and in making payment in whole or in part of any moneys remaining unpaid on the partly paid shares referred to under (ii.) or partly in one way and partly in the other shall be so applied *pro rata* in proportion to the amounts then already paid upon the shares of the Company held by such members respectively.

(b) The Directors may at any time or times with the sanction of a general meeting and with or without any such capitalization as aforesaid declare and pay a dividend or bonus out of any reserve fund and fix the time for payment thereof.

(c) The Directors may at any time or times with the sanction of a general meeting direct the payment of any dividend or bonus whether the same is paid out of the profits of the Company or out of any reserve fund wholly or partly by the distribution of specific assets and in particular of fully paid shares, debentures, debenture stock bonds, or other obligations of the Company or of any other Company or in one or more of such ways.

(d) Where any difficulty arises in regard to any application or distribution under this clause the Directors may subject to any resolution of the Company in General Meeting settle the same as they may think expedient and in particular may issue fractional certificates and fix the value for distribution of the subject matter distributed as they may think fit and may determine that cash payments shall be made to any member of the Company on the footing of the value so fixed and may vest any part of such subject matter in trust for the persons entitled as they may think fit.

(e) When required a proper contract shall be filed and the Directors may appoint any person to sign such contract for and on behalf of the allottees of the shares issued and such appointment shall be effective.

(f) This clause is subject to any special conditions which may be attached to any shares of the Company to be hereafter issued.

106. The Directors may deduct from any dividend or bonus payable to any member all such sums of money as may be due from him to the Company on account of calls or otherwise.

107. Unless otherwise directed any dividend or bonus may be paid by cheque or warrant sent through the bank to the registered address of the member entitled, or in the case of joint holders to the registered address of that or whose name stands first on the register in respect of the joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent and the Company shall not be responsible for the loss of any such cheque or warrant in course of transmission or for any loss arising from the payment of the amount thereof upon a forged endorsement.

108. Notice of any dividend or bonus that may have been declared shall be given to each member in manner hereinafter mentioned.

109. No dividend or bonus shall bear interest as against the Company.

ACCOUNTS.

110. The Directors shall cause true accounts of the Company's assets, stock-in-trade credits, liabilities, receipts, and outgoings, transactions and affairs and of their own management to be kept in proper books to which books the members shall have access at reasonable times subject to such restrictions if any as may be imposed by the Company in General Meeting.

111. The books of account shall be kept at the office or such other place or places as the Directors shall think fit.

112. Once at least in every year the Directors shall lay before the Company in General Meeting a Profit and Loss Account and Balance Sheet of the Company in such form as they shall think convenient (but so that as regards such balance sheet the statutory provisions with regard to the form thereof shall be observed) but unless and until the Company in General Meeting shall otherwise direct the Profit and Loss Account and Balance Sheet need not be printed or circulated either before or after the Meeting nor need any further statement of accounts or of income and expenditure be laid before the Company in General Meeting.

113. The first balance sheet shall be made out within 12 months after the registration of the Company and such balance sheet and every subsequent balance sheet shall be duly filed as required by law.

AUDIT.

114. Once at least in every year the accounts of the Company shall be examined and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditors. If one Auditor only is appointed all the provisions herein contained relating to Auditors shall apply to him.

115. The first Auditors of the Company shall be appointed and their remuneration fixed by the Directors. Subsequent Auditors shall be appointed and their remuneration fixed by the Company at the Ordinary General Meeting in each year. An Auditor shall be re-eligible on quitting office. If any casual vacancy occurs in the office of Auditor the Directors shall forthwith fill up the same and may fix the remuneration of such appointee.

116. The Auditors may be members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a member in any transaction of the Company, and no Director of the Company shall be eligible during his continuance in office.

117. Every Auditor shall be supplied with a copy of the Profit and Loss Account and Balance Sheet and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

118. Every Auditor shall have a list delivered to him of all books kept by the Company and shall at all times have access to the books and accounts and vouchers and shall be entitled to require from the Directors and the officers of the Company such information and explanation as may be necessary for the performance of his duties.

119. The Auditor shall make a report to the members upon the Profit and Loss Account and Balance Sheet and on the accounts examined by them, and such report shall be read at the Ordinary General Meeting in each year.

120. Every account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within 3 months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

121. A notice may be served by the Company upon any member either personally or by sending it through the post on a prepaid letter addressed to him at his registered address.

122. All notices directed to be given to the member shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all such joint holders.

123. Every member described in the register by an address not within Ceylon shall give an address to the Company in Ceylon at which notices may be served on him and shall be entitled to have notices served on him at that address but if he does not he shall not be entitled to receive any notice from the Company.

124. Any notice if sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the letter containing such notice was properly addressed and put into the Post Office.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereinafter written.

CHAS. F. BUXTON, Colombo.

J. LINDSAY, Colombo.

H. L. STANISTREET, Colombo.

A. G. HUMPHRYES, Colombo.

H. TIERNEY, Colombo.

O. P. MOUNT, Colombo.

F. C. ROWAN, Colombo.

Witness to the above signatures at Colombo, this Twenty-eighth day of November, 1931.

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

MEMORANDUM OF ASSOCIATION OF THE KINROSS ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE KINROSS ESTATE COMPANY, LIMITED."

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

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

(1) To purchase, or otherwise acquire as on and from January 1, 1932, Kinross Estate, situated in the District of Badulla in the Island of Ceylon.

(2) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India or elsewhere and any right of way, water rights and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.

(3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.

(4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India or elsewhere.

(5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, in port, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured or raw state, and either by wholesale or retail.

(6) To carry on in the Island of Ceylon, the Federated Malay States, India or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water or by air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers, proprietors of docks, wharves, jetties, piers, warehouses, boats, vans, aeroplanes, and hydroplanes; and any other business which can or may conveniently be carried on in connection with any of them.

(7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.

(8) To purchase tea leaf, rubber, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation and (or) sale.

(9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, plumbago, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.

(10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, vans, aeroplanes, hydroplanes, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business.

- of carriers by land or by water, or by air, of proprietors of docks, wharves, jetties, piers, warehouses and boats, of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee-curing mills, manufactories, refineries, laboratories, buildings, erections, roads, ways, bridges, railways, tramways, electric light and power, canals, reservoirs, waterworks, water-courses, wells, pipe lines, furnaces, gas works, piers, docks, wharves, jetties, and other works, and conveniences, which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To act as agents for and to manage, supervise or control the business, plantations, estates, property or operations of any person, company or undertaking, or any property in which the Company may be interested, and to act as secretaries of other companies.
 - (13) To transact or carry on all kinds of trust and agency business and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.
 - (14) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such 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.
 - (15) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employes or ex-officials or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances to such persons or their dependents or connections and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to make gifts and bonuses to persons in the employment of the Company.
 - (16) To enter into any arrangements with any authorities, government, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (17) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
 - (18) To form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
 - (19) To procure the company to be registered or established or authorized to do business in the Federated Malay States, India or elsewhere.
 - (20) To lend or advance money to any person or corporation on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, dock warrants, policies, stocks, shares, debentures, bonds and securities of all kinds or book debts, or without any security at all.
 - (21) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount and either redeemable, irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
 - (22) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
 - (23) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of Director, Receiver, Liquidator, Treasurer, or Attorney, and to keep for any company, authority or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.
 - (24) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (25) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
 - (26) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (27) To make, draw, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments for the purposes of the Company.
 - (28) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, money or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
 - (29) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
 - (30) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any

company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.

- (31) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required, by law.
- (32) To do all or any of the above things in any parts of the world, and either as principals, agents, contractors, trustees, or otherwise, and by agents, trustees, sub-contractors or otherwise and either alone or in conjunction with others.
- (33) To do all such other things as may be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company and in case of doubt as to what shall be so necessary, incidental, conducive, convenient or advantageous as aforesaid, the decision of an extraordinary general meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five Hundred Thousand Rupees (Rs. 500,000) divided into 50,000 shares of Ten Rupees (Rs. 10) each with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate or deal with any rights, privileges, terms, conditions or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. G. P. MADDOCKS, Colombo	One
J. A. CLUBB, Colombo	One
A. R. MCFARLANE, Colombo	One
C. A. B. DAVIDSON, Colombo	One
GEO. L. YULE, Colombo	One
E. J. MOTT, Colombo	One
J. W. THOMPSON, Colombo	One
Total Number of Shares taken	Seven

Witness to the above signatures at Colombo, this second day of December, 1931.

JAMES F. VAN LANGENBERG,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE KINROSS ESTATE COMPANY, LIMITED.

It is agreed as follows:—

1. (a) *Table C. not to apply, Company to be governed by these Articles.*—The regulations contained in Table C. in the schedule annexed to "The Joint Stock Companies' Ordinance, 1861," shall not apply to this Company, which shall

be governed by the regulations contained in these articles, but subject to repeal, addition, or alteration by special resolution.

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

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

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

INTERPRETATION.

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

Company.—The word "Company" means "THE KINROSS ESTATE COMPANY, LIMITED," incorporated or established by or under the Memorandum of Association to which these articles are attached.

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

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

Extraordinary Resolution.—"Extraordinary resolution" means a resolution passed by such Shareholders of the Company for the time being entitled to vote as represent at least sixty per cent. of value in their class at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

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

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

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

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

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

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

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

Dividend.—"Dividend" includes bonus.

Reserved Subject.—"Reserved subject" means any of the following subjects:—(a) The alteration of or the making of provisions instead of, or in addition to, any of the regulations of the Company whether contained and comprised in these articles or not (b) the winding up of the Company, (c) the amalgamation of the Company with any person, corporation or company, (d) the sale or disposal of the business, estates or lands of the Company or any part or parts, share or shares thereof respectively.

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

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

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

Month.—"Month" means a calendar month.

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

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

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

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

BUSINESS.

6. *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established or any one or more of them, and to employ and apply its capital as soon after the registration of the Company as

the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

7. *Acquisition of Kinross Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estate called and known as Kinross situated in the District of Badulla, in the Island of Ceylon as on and from the 1st day of January, 1932, and accordingly no objection shall be made by this Company or by any Shareholder, creditor or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in any wise connected therewith and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

9. *Nominal Capital.*—The nominal capital of the Company is Five Hundred Thousand Rupees (Rs. 500,000) divided into 50,000 shares of Ten Rupees (Rs. 10) each.

SHARES.

10. *Issue and Allotment.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

11. *Commission and Brokerage for placing Shares, &c.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company. Such commission may, if thought fit, be paid in fully paid shares, debentures or debenture stock of the Company. The Directors may also pay such brokerage as may be lawful.

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

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

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

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

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

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

18. *Survivor of Joint-holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

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

INCREASE OF CAPITAL.

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

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

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

24. *Same as Original Capital.*—Except so far as otherwise provided by the condition of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject

to the provisions, herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

TRANSFER OF SHARES.

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

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

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

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

33. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them.

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

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

47. *Shareholder still liable to pay Money owing at time of Forfeiture.*—Any shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay

and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon at 9 per cent. per annum, from the time of forfeiture until payment and the Directors may enforce the payment thereof if they think fit.

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

- (1) the holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.
- (2) all or any of the rights, privileges and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in general meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

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

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

CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a board meeting of the directors or was signed in terms of article 130.

61. *Extension of Time for Payment of Call.*—The directors shall have power in their absolute discretion to give time to any one or more shareholder or shareholders, exclusive of the others, for payment of any call or part thereof on such terms as the directors may determine. But no shareholder shall be entitled to any such extension except as a matter of grace or favour.

62. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this article. Any

sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, lien and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium or instalment were a call duly made and notified as hereby provided.

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

BORROWING POWERS.

64. *Power to borrow.*—The directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a general meeting exceed the sum of Twenty-five Thousand Rupees (Rs. 25,000). The directors shall, with the sanction of a general meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The directors may, for the purpose of securing the re-payment of any such principal sum or sums of money so borrowed or raised as aforesaid, and interest, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in general meeting whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotments of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this article and subscribed by two or more of the directors, or by one director and the agents and/or secretaries, to the effect that the directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

68. *When Extraordinary General Meeting to be called.*—The directors may, whenever they think fit, call an extraordinary general meeting, and the directors shall upon a requisition

made in writing by one or more shareholders holding not less than one-quarter of the issued capital and entitled to vote, forthwith proceed to convene an extraordinary general meeting of the Company and in case of such requisition the following provisions shall have effect :—

(1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the directors, and deposited at the office and may consist of several documents in like form each signed by one or more of the requisitionists. Upon the receipt of such requisition the directors shall forthwith proceed to convene an extraordinary general meeting to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the deposit of the requisition, the requisitionists may themselves convene an extraordinary general meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.

(2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the board shall forthwith convene a further extraordinary general meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

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

70. *Notice of Resolution.*—Any shareholder may on giving not less than two hundred days' previous notice of any resolution dealing with a reserved subject and on giving not less than ten days' previous notice of any resolution dealing with any business other than a reserved subject submit the same to a meeting. Such notice shall be given by depositing a copy of the resolution at the office.

71. *Period of Notice of Meeting to be given.*—Five months' notice at least of every general meeting, ordinary or extraordinary, at which it is proposed to deal with a reserved subject and seven days' notice at least of every general meeting, ordinary or extraordinary, at which it is proposed to deal with any business other than a reserved subject, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any shareholder shall not invalidate the proceedings at any general meeting; provided however that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote. Provided also that any meeting for the purpose of confirming a resolution as a special resolution (whether such resolution shall deal with a reserved subject or not) may be convened on seven days' notice.

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

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

74. *Notice of other Business to be given.*—With the exceptions mentioned in the foregoing articles as to the business which may be transacted at ordinary general meetings without notice, no general meeting, ordinary or extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice upon which it was convened.

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

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

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

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

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

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

VOTING AT MEETINGS.

81. *Votes on Reserved Subject.*—Every resolution dealing with a reserved subject shall be decided by taking a poll and such poll shall be taken in the same manner as if it had been duly demanded in manner provided by these presents.

82. *Votes on other than Reserved Subject.*—At any meeting every resolution relating to business other than a reserved subject shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a shareholder and unless a poll be immediately demanded by the chairman or in writing by some shareholder present at the meeting and entitled to vote, a declaration by the chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

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

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

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

86. *Number of Votes to which Shareholder entitled.*—On a show of hands every shareholder present in person or who is represented by an attorney not being himself a shareholder or not being a shareholder entitled to vote shall have one vote only. In case of a poll every shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

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

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

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

90. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

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

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

The Kinross Estate Company, Limited.

I, _____, of _____, being a shareholder of The Kinross Estate Company, Limited, hereby appoint _____, of _____, or failing him _____, of _____, or failing him _____, of _____, as my proxy 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 _____, and at any adjournment thereof.

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

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

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

DIRECTORS.

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

96. *Qualification of Directors.*—The qualification of a director not being one of the first directors shall be the holding of one share of the Company, of any class whether fully paid or partly paid and upon which, in the case of a partly paid up share, all calls for the time being shall have been paid. A director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

97. *Remuneration of Directors.*—As remuneration for their services the directors shall be entitled to appropriate a sum not exceeding two thousand rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in general meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the managing directors of the Company. The directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of their Office.*—The first directors shall be Herbert George Parton Maddocks of Colombo; John William Thompson of Colombo; Robert Beveridge Mair of Edmonton South, Alberta; Canada and Mrs. Jane Pottie of Craigend, Keir street, Bridge of Allan, who shall hold office till the first ordinary general meeting of the Company, when they shall all retire, but shall be eligible for re-election.

99. *Directors may appoint managing Director or Directors; his or their Remuneration.*—One or more of the directors may be appointed by the directors to act as secretary, managing director or managing directors, and (or) visiting agent or visiting agents of the Company, or superintendent or superintendents of any of the Company's estates, for such time and on such terms as the directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other secretary, managing director or managing directors, and (or) visiting agent or agents, superintendent or superintendents, and the directors may impose and confer on the managing director or managing directors all or any duties and powers that might be imposed or conferred on any manager of the Company. If any director shall be called upon to perform any extra services, the directors may arrange with such director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

101. *Power of Directors to appoint Additional Directors.*—The directors shall have power at any time, and from time to time, to appoint any other qualified person as a director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed. But any director so appointed shall hold office only until the next

following ordinary general meeting of the Company and shall then be eligible for re-election.

102. *Directors may act notwithstanding Vacancy.*—The continuing directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed, the remaining director shall not, except in emergencies or as provided in article 95 for the purpose of filling up vacancies, act so long as the number is below the minimum.

103. *To retire annually.*—At the second ordinary general meeting and at the ordinary general meeting in every subsequent year, one of the directors for the time being shall retire from office as provided in article 104.

104. *Retiring Directors how determined.*—The directors to retire from office at the second, third, and fourth ordinary general meetings shall, unless the directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

- (a) If he resign his office;
- (b) If he become bankrupt or insolvent or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors;
- (c) If by reason of mental or bodily infirmity he become incapable of acting;
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.

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

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

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

INDEMNITY.

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

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

POWERS OF DIRECTORS.

115. *To acquire Kinross Estate.*—The Directors shall have power to purchase or otherwise acquire as on and from January 1, 1932, the said Kinross estate, situated in the District of Badulla of the said Island.

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

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

as they may consider advisable, and may pay the expense^s occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reason as they may think proper and advisable and without assigning any cause.

118. *To appoint Proctors and Attorney.*—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.

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

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of article 3 hereof, and so that they shall not be restricted to

such securities as are permissible to trustees without special powers, and from time to time to vary or realize such investments.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

129. *Regulations of Proceedings of Committee.*—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.

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

134. *What Accounts to be kept.*—The Agents and/or Secretaries for the time being or, if there be no agents and/or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the office as the Directors think fit.

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

136. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the

Company for the period since the preceding account and balance sheet, or, in the case of the first account and balance sheet since the incorporation of the Company, made up to a date not more than six months before such meeting.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

144. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside, out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary or realize such securities and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to

keep the same separate from the other assets and the Directors may also carry forward any profits which they may deem it not prudent to divide.

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

146. *Capitalization of Reserve.*—The Company in general meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company including, premiums received on the issue of any shares or debentures of the Company or any sum arising from any operation creating an excess of assets on capital account or (b) being undivided net profits in the hands of the Company, be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the Shareholders or amongst the members of any class of Shareholders in accordance with their rights and in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the shares and in such manner as the resolution may direct and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall, in accordance with such resolution, apply such sum in paying up in full (or, with the consent of the Shareholders, aforesaid in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders aforesaid, and appropriate such shares or debentures or other obligations and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst the Shareholders aforesaid in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued shares held by the Shareholders aforesaid or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any shares or debentures, debenture stock or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

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

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

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

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

151. *Notice of Dividend; Forfeiture of Unclaimed Dividend.*—Notice of all dividends to become payable shall be given to each Shareholder entitled thereto; and all dividends unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes

of this article any cheques or warrants which may be issued for dividends and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

163. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company. A Shareholder may in addition to his own address furnish the Company with the address of his attorney in Ceylon, and the address of the attorney shall be registered as such in the books of the Company.

164. *Service of Notices.*—(a) A notice may be served by the Company upon any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address wherever it may be and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the agents and/or secretaries of the Company, their own or some other address. (b) In the case of any Shareholder who has registered the address of his attorney as well as his own a copy of any notice served upon such Shareholder in manner aforesaid shall also be served upon such attorney either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at the address of such attorney and a copy of such notice so served shall be deemed to be well

served for all purposes notwithstanding that such Shareholder or the said attorney be dead, unless the executors or administrators of such Shareholder shall have given to the Directors or to the agents and/or secretaries of the Company instructions varying or cancelling the registration of the address of such attorney.

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

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

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

ARBITRATION.

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

EVIDENCE.

169. *Evidence in Action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose, on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

172. *Payments in specie, and vesting in Trustees, right of contributory to Dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Second day of December, 1931.

H. G. P. MADDOCKS.
J. A. CLUBB.
A. R. McFARLANE.
C. A. B. DAVIDSON.
GEO. L. YULE.
E. J. MOTT.
J. W. THOMPSON.

Witness to the above signatures.

JAMES F. VAN LANGENBERG,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF WALKERS & CLARK SPENCE, LIMITED

1. The name of the Company is "WALKERS AND CLARK SPENCE, LIMITED."

2. The registered office of the Company is to be established at Galle.

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

- (a) To purchase and acquire the business now carried on under the name, style, and firm of Messrs. Walkers and Clark Spence at Galle in the Island of Ceylon including the goodwill, stock-in-trade, fittings, implements, and appliances of every kind now in the possession of the said firm, together with the real and personal movable and immovable property and all rights held and enjoyed in connection with such business and the goods that may arrive in execution of orders given by or for the said firm and also all leases, agreements, and engagements held by or for the said firm and all debts due to the said firm.
- (b) To carry on in the Island of Ceylon or elsewhere the business of mechanical engineers, moulders machine and engineering, tool-makers, boiler-makers, millwrights, and metalworkers, and also to import, buy, sell, retail, manufacture and deal in machinery, rolling stock, iron, steel, and metal implements, tools, utensils, fittings, and conveniences of all kinds which can be conveniently dealt in by the Company.
- (c) To carry on in the Island of Ceylon or elsewhere the business of merchants, chemists, printers, provision dealers, storekeepers, and wine and spirit merchants, and also to import, buy, sell, retail, and deal in provisions, oilman stores, general goods, fancy articles, wines, spirits, and other goods, and articles.
- (d) To carry on in the Island of Ceylon the business of Garage proprietors, taxicab, omnibus, and other public and private conveyance proprietors, omnibus, motor car, motor cycle manufacturers, and repairers, garagebuilders, dealers in motor accessories of all

kinds, motor and mechanical engineers, and to manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, oils, petrols, substances, materials, and things necessary or convenient for carrying on any of the above specified business or proceedings or usually dealt in by persons engaged in the like.

- (e) To act as and carry on the business of commission and general agents, either in continuation or extension of the business carried on by the said firm.
- (f) To acquire or establish and carry on any other business manufacturing or otherwise, which can be conveniently carried on in connection with the Company's general business.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, concessions, patents, patent rights, or rights of an analogous character, whether British or foreign, licences, secret processes, trade marks, copyrights, engines, machinery, plant, implements, tools, patterns of all kinds, and stock-in-trade.
- (h) To manufacture into marketable commodities all residual or bi-products resulting from any manufactures in which the Company may be engaged.
- (i) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any corporation or Company, person or persons carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (j) To amalgamate, unite or co-operate, either generally or to any limited extent or for any period (determinable, continuous, or otherwise) with any corporation, Company, person or persons, already or hereafter to be established for or engaged in objects all of which are or shall be within the scope of or connected with any of the objects of this Company; and to purchase or acquire the business, or any interest in the business, or in any branch of the business, carried on by any such corporation, Company, person or persons, and being a business which this Company is authorized to carry on, and for any such purpose to make and enter into any contracts, agreements, or arrangements, and to undertake any liabilities.
- (k) To enter into partnership or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any corporation, Company, person or persons carrying on, or about to carry on, any business which this Company, is authorized to carry on or any business or transactions capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares, or stock in, or securities of, and to subsidise or otherwise assist any such Company, and to sell, hold, re-issue, with or without guarantee or otherwise deal with such shares or securities.
- (l) To pay for any property or business or services rendered or to be rendered, in shares (to be treated as either wholly or partly paid up) or debentures or debenture stock of the Company or in money, or partly in shares or debentures or debenture stock, and partly in money.
- (m) To sell, lease, let on hire, improve, work, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Company and to construct, maintain, and alter any buildings, or works necessary or convenient for the purposes of the Company and grant licences to use any inventions belonging to the Company.
- (n) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company, either formed to acquire the same, or having objects altogether or in part similar to those of this Company.
- (o) To promote any other Company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or of advancing, directly or indirectly, the objects or interests thereof, or for any other purpose which may seem

directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares, stocks, or obligations of any such Company, or any other Company having objects altogether or in part similar to those of this Company, and also to purchase, acquire, and hold any interest in, or shares, or stock of any Companies in the United Kingdom, Ceylon, or elsewhere, carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such Companies, and upon a distribution of assets or division of profits to distribute any such shares, stock or obligations amongst the members of this Company in specie.

- (p) To invest, lend, or otherwise deal with the moneys of the Company not immediately required, upon such security, or without security, and in such manner as may from time to time be determined, and in particular to lend money to customers and other parties dealing with the Company, and to guarantee the performance of contracts by any such persons.
- (q) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or any other purpose, to issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company and to exchange or vary from time to time any such securities.
- (r) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (s) To apply for and promote any Ordinance, Act of Parliament, order, or other legislative or legal sanction either in Ceylon or elsewhere, for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, and to enter into arrangements with any Government or authorities, Supreme, Municipal, local or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects or any of them.
- (t) To procure the Company to be registered, domiciled, or recognized in any foreign country, colony, or place, and to establish and regulate in the United Kingdom, Ceylon, or in the Colonies, or elsewhere abroad, agencies, for any of the purposes of the Company.
- (u) To provide for the welfare of persons in the employment of the Company, or formerly in their employment, and the widows and children of such persons, and others dependent upon them, by granting money or pensions, providing schools, reading rooms, places of recreation, subscribing to sick or benefit clubs or societies, or otherwise as the Company shall think fit.
- (v) To establish and support, or aid in the establishment and support of associations, institutions, or conveniences calculated to benefit persons employed by the Company, or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or any public, general, or useful object.
- (w) To do all or any of the above things in the United Kingdom, Ceylon, or elsewhere, either as principals agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, corporations, or otherwise.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which may be conveniently carried on and done in connection therewith, or which may be calculated directly or indirectly to enhance the value of, or render profitable any business or property of the Company.

4. The liability of the Shareholders is limited.

5. The capital of the Company is Seven hundred and Fifty Thousand Rupees (Rs. 750,000) divided into Seventy-five thousand shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. In case the

Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
CLEMENT J. BLACK, Colombo	One
R. W. FOWKE, Colombo	One
R. D. KENYON, Colombo	One
G. W. PERRING, Colombo	One
R. G. MORRIS, Colombo	One
F. C. ROWAN, Colombo	One
F. O. FRANCILLON, Colombo	One
Total Shares taken	Seven

Witness to the above signatures at Colombo, this First day of December, 1931:

G. T. HALE,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF WALKERS AND CLARK SPENCE, LIMITED.

1. *Interpretation.*—The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith—

"The Ordinance" means the Joint Stock Companies' Ordinances, 1861 to 1909, and every other Ordinance for the time being in force concerning Joint Stock Companies and affecting the Company.

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

"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 case where by these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

"The Directors" means the Directors and alternate Directors for the time being.

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

"The register" means the register of members to be kept pursuant to section 19 of the Joint Stock Companies' Ordinance, 1861.

"Dividend" includes bonus.

"Month" means calendar month.

"Proxy" includes attorney duly constituted under a power-of-attorney.

"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

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

3. *Seal to be affixed to Agreement.*—The Company shall forthwith enter into an agreement with Messrs. Walkers & Clark Spence, who are carrying on business in partnership at Galle and other places in the Island of Ceylon, in the terms of a draft agreement, a copy whereof has for the purpose of indentification been subscribed by G. T. Hale of Colombo, Notary Public, and the Directors shall carry the said agreement into effect with full powers nevertheless from time to time to agree to any modification of the terms of such agreement either before or after the execution thereof.

4. *Company's Shares not be purchased, &c.*—None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company.

SHARES.

5. *Initial Capital.*—The capital of the Company is Rs. 750,000 divided into 75,000 ordinary shares of Rs. 10 each.

6. *Allotment of Shares.*—Subject to the provisions of clauses 48 and 49 of these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times, as the Directors think fit (subject, nevertheless, to the stipulations contained in the agreement with reference to the shares to be allotted in pursuance thereof) and with full power to give to any person the call of any shares either at par or at a premium, and for such time, and for such consideration as the Directors think fit.

7. *Shares may be issued subject to different conditions as to Calls, &c.*—The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

8. *Instalments on Shares to be duly paid.*—If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

9. *Liability of Joint-holders of Shares.*—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.

10. *Trusts not recognized.*—Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

11. *Who may be registered.*—Shares may be registered in the name of any firm or of any limited company or other corporate body. Not more than four persons shall be registered as joint-holders of any share.

CERTIFICATES.

12. *Certificates.*—The certificates of title to shares and duplicates thereof when necessary shall be issued under the seal of the Company, and signed by two Directors and by the Secretary.

13. *Members' right to Certificates.*—Every member shall be entitled to one certificate for all the shares registered in his name, or if the Directors so approve to several certificates each for one or more of such shares. Every certificate of share shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.

14. *As to issue of new Certificate in place of one defaced, lost, or destroyed.*—If any certificate be worn out or defaced then upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate.

15. *To which of Joint-holders Certificate to be issued.*—The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

CALLS.

16. *Calls.*—The Directors may, from time to time subject to the terms on which any share may have been issued make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

17. *When Call deemed to have been made.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

18. *Notice of Call.*—Not less than fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

19. *When Interest on Call or Instalment payable.*—If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of twelve per cent. per annum, from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine.

20. *Amount payable at fixed times or by Instalments payable as Calls.*—If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times whether on account of the amount of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

21. *Evidence in Action for Call.*—On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

22. *Payment of Calls in advance.*—The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6 per cent. per annum as the member paying such sum in advance, and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends. The directors may at any time repay the amount so advanced upon giving to such member three months' notice in writing.

FORFEITURE AND LIEN.

23. *If Call or Instalment not paid Notice may be given.*—If any member fail 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 member 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.

24. *Form of Notice.*—The notice shall name a day not being less than fourteen days from the date of the notice) and a place or places on, and 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 such call was made or instalment is payable will be liable to be forfeited.

25. *If Notice not complied with Shares may be forfeited.*—If the requisition of any such notice as aforesaid be not complied with, any shares, in respect of which such notice has been given, may, at any time thereafter before payment of all calls or instalments interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

26. *Notice after forfeiture.*—When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeited, with the date thereof shall forthwith be made in the register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

27. *Forfeited Share to become Property of Company.*—Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

28. *Power to annul forfeiture.*—The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

29. *Arrears to be paid notwithstanding forfeiture.*—Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interests, and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at twelve per cent. per annum and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

30. *Effect of forfeiture.*—The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

31. *Evidence of forfeiture.*—A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, or disposition.

32. *Company's lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities, and engagements, solely or jointly with any other person to, or with the Company whether the period for the payment, fulfilment, or discharge thereof, shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition, that Article 10 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

33. *As to enforcing lien by Sale.*—For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee *curator bonis* or other legal curators and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

34. *Application of Proceeds of Sale.*—The nett proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such member and the residue (if any) paid to such member, his executors, administrators, committee, curator, or other representatives.

35. *Validity of Sales under Clauses 27 and 33.*—Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

36. *Directors may issue New Certificates.*—Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up to the company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION.

37. *Execution of transfer, &c.*—The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

38. *Form of transfer.*—The instrument of transfer of any share shall be in writing in the usual common form, or in the following, or as near thereto as circumstances will admit:—

WALKERS, CLARK SPENCE, LIMITED.

I, A B of _____ in consideration of the sum of _____ Rs. _____ paid to me by C D of _____, hereinafter called the said transferee, do hereby transfer to the said transferee share (or shares) numbered _____ in the undertaking called Walkers and Clark Spence, Limited, to hold unto the said transferee, his executors,

administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the _____ day of _____.

Witness to the signature of, &c.

39. *Directors may decline to register transfer.*—The Directors without assigning any reason for such refusal, may decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve.

40. *No transfer to Infant, &c.*—No transfer shall be made to an infant or person of unsound mind.

41. *Transfer to be left at Office and evidence of Title given.*—Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

42. *When transfers to be retained.*—All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

43. *Fee on transfer.*—A fee not exceeding two rupees and fifty cents may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

44. *When Transfer Books and Register may be closed.*—The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

45. *Transmission of Registered Shares. As to Survivorship.*—The executors or administrators of a deceased member (not being one of several joint-holders (shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a Grant of Probate or Letters of Administration, as the case may be, from some competent court in the Island of Ceylon, having effect in Colombo.

46. *As to transfer of Shares of Lunatic, Infant, Deceased, or Bankrupt Members.*—Any committee *curator bonis*, guardian, or other legal curator of a lunatic or infant member or any person becoming entitled to a transfer of shares in consequence of death, bankruptcy, or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this article, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.

Transmission Article.—This Article is hereinafter referred to as "The Transmission Article."

INCREASE AND REDUCTION OF CAPITAL.

47. *Power to increase Capital.*—The Company in General Meeting may by an extraordinary resolution from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

48. *On what Conditions new Shares may be issued. As to Preferences, &c.*—The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the resolution creating the same 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 dividends and in the distribution of assets of the Company and with a special or without any right of voting.

49. *When to be offered to existing Members.*—The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them shall be offered in the first instance and either at par or at a premium to all the then members or any class thereof in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares,

but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

50. *How far new Shares to rank with Shares in Original Capital.*—Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the Original Ordinary Capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

51. *Inequality in Number of new Shares.*—If owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.

52. *Reduction of Capital, &c.*—The Company may (subject to the provisions of the Ordinance) from time to time by special resolution cancel shares which at the date of the resolution in that behalf have not been taken or agreed to be taken by any person, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

SUBDIVISION AND CONSOLIDATION OF SHARES.

53. *Power to subdivide and consolidate Shares.*—The Company may, by special resolution, subdivide or by ordinary resolution consolidate its shares or any of them.

54. *Subdivision into preferred and ordinary.*—The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other (subject, nevertheless, to the provisions of the Ordinance).

SURRENDER OF SHARES.

55. *Surrender of Shares.*—The Directors may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares provided that no part of the assets of the Company shall be employed in the purchase of the Companies shares.

MODIFICATION OF RIGHTS.

56. *Power to modify rights.*—Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes or shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class or is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares of that class and all the provisions hereinafter contained as to General Meetings, shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This Article is not to derogate from any power the Company would have had if this clause were omitted.

BORROWING POWERS.

57. *Power to borrow.*—The Directors may from time to time at their discretion raise or borrow and may themselves lend and secure the payment of any sum or sums of money for the purposes of the Company. Provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed for the Company and then outstanding exceed the sum of Rupees 100,000. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

58. *Conditions on which Money may be borrowed.*—The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the

creation of any mortgage or charge in the undertaking of the whole or any part of the property present or future or uncalled capital of the Company or by the issue of bonds perpetual or redeemable debentures or debenture stock of the Company charged upon all or any part of the property of the Company both present and future including its uncalled capital for the time being.

59. *Securities may be assignable free from Equities.*—Debentures, debenture stock bonds, and other securities may be made assignable free from equities between the Company and the person to whom the same may be issued.

60. *Issue at Discount, &c., or with Special Privileges.*—Any debentures, debenture-stocks, bonds or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending, and voting at General Meetings of the Company, appointment of Directors and otherwise.

61. *Register of Mortgages to be kept.*—The Directors shall cause a proper Register to be kept in accordance with the Ordinance of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Ordinance in regard to the registration of mortgages and charges therein specified and otherwise shall also be duly comply with the requirements of the Ordinance as to the inspection of the said register as therein specified.

62. *Register of Holders of Debentures.*—Every register of holders of debentures of the Company may be closed for any period not exceeding in the whole twenty-one days in any year. Subjects as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day, when such register is open, are appointed for inspection.

63. *Right of Holders of Debentures to Balance Sheet.*—Holders of preference shares and debentures shall have the same right to receive and inspect the Balance Sheets of the Company and the Reports of the Auditors and other reports as is possessed by the holders of ordinary shares in the Company.

64. *Mortgage of uncalled Capital.*—If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently and either to the exclusion of the Directors' power or other and shall be assignable if expressed so to be.

RESERVE AND DEPRECIATION FUNDS.

65. *Reserve Fund.*—The Directors may from time to time recommending any dividend set apart any and such portion of the profits of the Company as they think fit, as a Reserve Fund to meet contingencies and for the liquidation of any debentures, debts, and other liabilities of the Company, for equalization of dividends or for repairing, improving, and maintaining any of the property of the Company and for such other purposes of the Company as the Directors in their absolute discretion think fit conducive to the interests of the Company; and may invest the several sums so set aside upon such investments (other than shares of the Company) as they 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 may divide the Reserve Fund into such special funds as they think fit with full power to employ the Reserve Fund or any parts thereof in the business of the Company and that without being bound to keep the same separate from the other assets of the Company.

66. *Depreciation Fund.*—The Directors may, from time to time, before recommending any dividend, set apart any portion of the profits of the Company, as they shall think fit, as a Depreciation Fund applicable at the discretion of the Directors for providing against any depreciation in the investments of the Company or for re-building restoring, replacing or for altering any part of the buildings, works, plant, machinery, or other property of the Company destroyed or damaged by fire, floods, storm, tempest, accident, riot, wear and tear or other means and for repairing, altering, and keeping in good condition the property of the Company or for extending and enlarging the buildings, machinery, and property of the Company with full power to employ the assets constituting such depreciation fund in the business of the Company and that without being bound to keep the same separate from the other assets of the Company.

67. *Investment of Money.*—All moneys carried to the Reserve Fund and Depreciation Fund respectively shall nevertheless remain and be profits of the Company applicable subject to due provision being made for actual loss or depreciation for the payment of dividends and such moneys and all other moneys of the Company not immediately required for the purposes of the Company may be invested by the Directors, in or upon such investments or securities as they may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Directors may from time to time think proper.

GENERAL MEETINGS.

68. *When General Meetings to be held.*—The first General Meeting of the Company shall be held at such time (subject to the provisions of the Ordinance) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Directors may determine.

69. *Distinction between Ordinary and Extraordinary Meetings.*—The General Meetings referred to in the last preceding clause shall be called Ordinary Meetings; all other meetings of the Company shall be called Extraordinary Meetings.

70. *When Extraordinary Meeting to be called.*—The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

- (1) *Requisition.*—The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office and may consist of several documents in like form each signed by one or more requisitionists.
- (2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
- (3) If at any such meeting a resolution requiring confirmation at another meeting is passed the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a special resolution, and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
- (4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors but shall be held at the office.
- (5) Requisitions by joint holders of shares must be signed by all such holders.

71. *Notice of Meeting.*—Seven clear days' notice to the members specifying the place, day and hour of meeting and in case of special business the general nature of such business shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

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

73. *As to omission to give notice.*—The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

74. *Business of Ordinary Meeting.*—The business of an Ordinary Meeting other than the first meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet, and the Reports of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation, or otherwise, to declare dividends and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

75. *Quorum.*—Two members holding ordinary shares present in person or represented shall be a quorum for a General Meeting.

76. *Quorum to be present when business commenced.*—No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

77. *Chairman of General Meeting.*—The Chairman of the Directors shall be entitled to take the Chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act the members present 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 members present shall choose one of their number being a member entitled to vote to be Chairman.

78. *When if quorum not present meeting to be dissolved and when to be adjourned.*—If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon such requisition as aforesaid 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 members who are present shall be a quorum and may transact the business for which the meeting was called.

79. *How questions to be decided at meetings.*—Every question submitted to a meeting shall be decided in the first instance by a show of hands.

80. *What is to be evidence of the passing of a resolution where poll not demanded.*—At any General Meeting unless a poll is demanded by the Chairman or by at least five members or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the issued capital represented at the meeting, a declaration by the Chairman that a resolution has been carried by a particular majority or carried or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

81. *Poll.*—If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.

82. *Power to adjourn General Meeting.*—The Chairman of a General Meeting may with the consent of the meeting adjourned the same 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.

83. *In what cases poll taken without adjournment.*—Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

84. *Business may proceed notwithstanding demand of poll.*—The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

85. *Votes of Members and corporations.*—On a show of hands every member holding ordinary shares present in person or by attorney shall have one vote and upon a poll every member present in person or by proxy shall have one vote for every ordinary share held by him. Where a corporation is the registered holder of shares of the Company, it may, by resolution of its Directors, appoint any of its officials or any person to act as its representative at any meeting of this Company and a copy of such resolution duly signed by two Directors and certified as being a true copy shall on production at the meeting be accepted as sufficient evidence and the person so authorized shall be entitled to exercise the same powers on behalf of the Company which he represents as if he were an individual Shareholder of this Company.

86. *Votes in respect of shares of insane, deceased, and insolvent members.*—Any person entitled under the transmission Article to a transfer of any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors

of his right to a transfer of such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or *non compos mentis* he may vote whether by show of hands or at a poll by his committee *curator bonis* or other legal curator and such last mentioned persons may give their votes by proxy.

87. *Joint-holders*.—Where there are joint registered holders of any share, anyone of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint-holders thereof.

88. *Proxies permitted*.—Votes may be given either personally or by proxy or in the case of a Company by representative duly authorized as aforesaid.

89. *Instrument appointing Proxy to be in writing. Proxies may be General or Special*.—The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney, or if such appointer is a corporation under its common seal or the hand of its attorney. A proxy who is appointed for a specified meeting only shall be called a special proxy. Any other proxy shall be called a general proxy. No person shall be appointed a special proxy who is not a member of the Company and qualified to vote. Holders of share warrants shall not be entitled to vote by proxy in respect of the shares included in such warrant unless otherwise expressed in such warrants.

90. *Instrument appointing a Proxy to be deposited at the Office*.—The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a special proxy shall be valid after the expiration of twelve months from the date of its execution. Should the power of attorney above referred to have been registered in the Company's books it need not be again deposited.

91. *When vote by Proxy valid though authority revoked*.—A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation, or transfer shall have been received at the office before the meeting: Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

92. *Form of Instrument appointing a Special Proxy*.—Every instrument appointing a special proxy shall, as nearly as circumstances will admit, be in the form or to the effect following, and shall be retained by the Company.

WALKERS AND CLARK SPENCE, LIMITED.

I, _____, of _____, being a member of Walkers and Clark Spence, Limited, hereby appoint _____, of _____, or failing him _____ of _____, or failing him _____, of _____ (as my proxy 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 _____ and at any adjournment thereof. As witness my hand this _____ day of _____ Signed by the said _____ in the presence of _____

93. *Restrictions on Voting*.—No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present or to vote in respect of any share that he has acquired by transfer at any meeting unless he has been the registered holder of the share in respect of which he claims to vote for at least three months previously to the time fixed for holding the meeting at which he proposes to vote or if such meeting be an adjourned meeting to the time originally fixed for holding the same, but this regulation shall not affect shares acquired under a testamentary disposition or by succession to an intestate estate or by virtue of a bankruptcy, insolvency, or liquidation.

94. *Resolution in writing of Directors in certain cases to be equivalent to resolution of General Meeting*.—Any resolution passed by the Directors, notice whereof shall be given to the

members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes shall be as valid and effectual as a resolution of a General Meeting but this article shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Ordinance or these presents ought to be dealt with by special or extraordinary resolution.

DIRECTORS.

95. *Number of Directors*.—Until otherwise determined by a General Meeting the number of the Directors shall not be less than two nor more than six.

96. *First Directors*.—The persons hereinafter named shall be first Directors, that is to say, C. J. Black, R. W. Fowke, R. D. Kenyon, and R. G. Morris, all of Colombo.

97. *Power of Directors to add to their number*.—The Directors shall have power at any time and from time to time to appoint any qualified person as a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election.

98. *Remuneration of Directors*.—As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees Two thousand annually to be divided between them in such manner as they think fit 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 any remuneration for special or extra services hereinafter referred to, nor any remuneration to the Managing Director of the Company.

99. *Directors may act notwithstanding Vacancy*.—The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

100. *When Office of Director is Vacated*.—The office of a Director shall *ipso facto* be vacated:—

- (a) If he becomes bankrupt or insolvent or suspends payment or compound with his creditors.
- (b) If he is found lunatic or becomes of unsound mind.
- (c) If he is absent from the meetings of the Directors during a period of six calendar months without special leave of absence from the Directors and he is removed from office by a resolution of the Board.
- (d) If he commits any offence punishable under the Ceylon Penal Code and being under the provisions of the Ceylon Criminal Procedure Code non bailable.
- (e) If by notice in writing to the Company he resign his office.
- (f) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

101. *Directors holding office of profit under the Company*.—A Director shall not be disqualified by reason of his holding any other office or place of profit under the Company in conjunction with his office of Director, except that of Auditor, and may be appointed thereto upon such terms as to remuneration, tenure of office or otherwise as the Directors may approve.

102. *Directors may contract with the Company*.—The Directors shall not be disqualified from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of their or his interest must be disclosed by them or him at the meeting of the Directors, at which the contract or arrangement is determined on, if the interest then exists, or in any other case at the first meeting of Directors after the acquisition of the interest. Provided nevertheless that no Directors shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid and if he does so vote his vote shall not be counted but he shall be entitled to be present at the meeting during the transaction of the business in relation to which he is precluded from voting and shall be reckoned for the purpose of ascertaining whether there be a quorum of Directors present. This provision shall not apply to any contract by or on behalf of the Company to give to the Directors or

any of them any security for advances or by way of indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties of the Company. A general notice that any Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transaction which such firm or company shall as regards any such transaction be sufficient disclosure under this Article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

103. *When Director of this Company appointed Director of a Subsidiary Company.*—A Director of this Company may be, or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as Director or Member of such Company.

ROTATION OF DIRECTORS.

104. *Rotation and Retirement of Directors.*—At the First Ordinary Meeting to be held in each year one of the Directors shall retire from office.

105. *Which Directors to Retire.*—At every Ordinary Meeting at which a Director retires by rotation the Director who has been longest in office shall retire. As between two or more who have been in office an equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election and shall act as Director throughout the meeting at which he retires.

106. *Meeting to fill up Vacancies.*—The Company at any Ordinary Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by electing the retiring Director or any other person to be a Director and without notice in that behalf may fill up any other vacancies.

107. *Retiring Directors to remain in Office till Successors appointed.*—If at any Ordinary Meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up, shall if, willing, continue in office until the first ordinary meeting in the next year and so on from year to year until their places are filled up, unless it shall be determined at such meeting on due notice to reduce the number of Directors.

108. *Power for General Meeting to increase or reduce number of Directors.*—The Company in General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

110. *Directors may fill up Casual Vacancies.*—Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

111. *When Candidate for office of Director must give notice.*—No person not being a retiring Director shall, unless recommended by the Directors for election be eligible for election to the office of Director at any General Meeting, unless he or some other member intending to propose him, has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

PROCEEDINGS OF DIRECTORS.

112. *Meetings of Directors and quorum.*—The Directors shall (as far as practicable) meet together for the dispatch of business once a month, adjourn and otherwise regulate their meetings and proceedings, as they think fit and two Directors shall be a quorum for the transaction of business.

113. *Directors may summon Meeting. How Questions to be decided.*—A Director may at any time convene a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director who is not for the time being resident in Ceylon. Questions arising at any meeting shall be decided by a majority of votes but in case of an equality of votes the Chairman shall not have a second or casting vote.

114. *Chairman.*—The Directors may elect a Chairman of their meetings and determine for what period he shall hold office, and all meetings of Directors shall be presided over by the Chairman if one has been elected and is present; but if there be a vacancy in the office of Chairman or if at

any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

115. *Powers of Quorum.*—A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

116. *Power to appoint Committees and to delegate.*—The Directors may from time to time delegate any of their powers to committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

117. *Proceedings of Committee.*—The meetings and proceedings of any such committee consisting of two or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding Article.

118. *Place of Directors Meeting.*—The Directors or any committee may meet at such place as they may determine, in the Island of Ceylon.

119. *When acts of Directors or Committee valid notwithstanding defective Appointment, &c.*—All acts done by any meeting of the Directors or by a committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.

120. *Resolution without Board Meeting valid.*—A resolution in writing signed or initialled by all the Directors for the time being in Ceylon (not being less than two Directors) shall be as valid and as effectual as if it had been passed at a meeting of Directors duly called and constituted.

121. *Remuneration for extra Service.*—If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from Colombo for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a Committee of Directors the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided for the Directors.

MINUTES.

122. *Minutes to be kept.*—The Directors shall cause minutes to be duly entered in books provided for the purpose:—

- (a) Of all appointments of officers.
- (b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors
- (c) Of all orders made by the Directors and Committees of Directors.
- (d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees

And any such minutes of any meeting of the Directors or of any committee or of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

123. *General Power of Company vested in Directors.*—The control of the Company and of the business of the Company shall be vested in the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute law expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of any statute law and of these presents and to any regulations from time to time made by the Company in General Meeting provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

124. *Specific Powers given to Directors.*—Without prejudice to the general powers conferred by the last preceding

article and other powers conferred by these presents it is hereby expressly declared that the Directors shall have the following powers, that is to say, power :—

- (1) *To carry the Agreement into effect.*—To take such steps as they think fit to carry into effect the agreement mentioned in article 3 hereof.
- (2) *To pay Preliminary Expenses.*—To pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company.
- (3) *To acquire and dispose of Property and Rights.*—To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit and to sell, let, exchange, or otherwise dispose of absolutely or conditionally any part of the property, privileges, and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit.
- (4) *To pay for Property in Debentures, &c.*—At their discretion to pay for any property, rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in share bonds, debentures, or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such debentures, bonds or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (5) *To appoint Officers, &c.*—To appoint and in their discretion to remove or suspend such agents, managers, secretaries, officers, clerks, and servants for permanent, temporary, or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (6) *To appoint Trustees.*—To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds, documents, and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (7) *To bring and defend Actions.*—To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (8) *To act in Matters of Bankrupts and Insolvents.*—To act on behalf of the Company in any matters relating to bankrupts and insolvents.
- (9) *To refer to Arbitration.*—To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (10) *To give Security by way of Indemnity.*—To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as may be agreed.
- (11) *To give percentages.*—To give any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (12) *To make by-laws.*—From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants.
- (13) *To make contracts, &c.*—To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- (14) *To establish and support charitable objects.*—To establish, maintain, support, and subscribe to any charitable or public objects and any institution,

society, and club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, and charitable aid to any person or persons who have served the Company or to the wives, children, or dependents of such person or persons that may appear to the Directors just and proper whether any such person, his widow, children, or dependents have or have not a legal claim upon the Company.

- (15) *To set aside profits for Provident Fund.*—Before recommending any dividend to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities, or compensation, or to create any Provident or Benefit Fund in such or any other manner as to the Directors may seem fit.
- (16) *To make and alter Rules.*—To make and alter rules and regulations concerning the time, manner of payment of the contributions of the employees and the Company respectively to any such Fund, and the accrual, employment, suspension, and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise in relation to the working and management of the said Fund as the Directors shall from time to time think fit.
- (17) *To delegate powers to Managing Agents.*—To delegate all or any of the powers hereby conferred upon them to agents as they may from time to time think fit.

ALTERNATE DIRECTORS.

125. *Alternate Director.*—Any Director may at any time appoint any other Director or any other person to act as alternate for him and may at any time cancel such appointment. A Director or such other person appointed alternate for a Director shall be entitled to perform all the functions of his appointer (including the functions of the Chairman of the Board). A Director appointed as alternate Director shall have an extra vote at all Meetings for each Director whom he represents in addition to his own vote as a Director.

Any alternate Director shall *ipso facto* cease to be an alternate Director if his appointer ceases for any reason to be a Director.

All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the office.

126. The Directors shall have power to purchase or otherwise acquire on behalf of the Company any property or rights which the Company may purchase or acquire and generally on such terms and conditions as may be thought fit and to pay for the same either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, or other securities may be either specially charge, upon all or any part of the property of the Company and its uncalled capital or not so charged, to sell or otherwise dispose of, deal with, or abandon the whole or any part or parts of the Company's present or future property or rights upon such terms and conditions as may be thought fit, and to enter into any arrangement with any Company, firm, or person carrying on business similar to that of this Company for mutual concessions or for any joint working or combination or for any restriction upon competition or for any pooling of business or profits that may seem desirable and to carry the same into effect and generally may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting and are not hereby or by statute law expressly directed or required to be exercised or done by the Company on General Meeting.

DIVIDENDS.

127. *How Profits shall be divisible.*—Subject to the right of members entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be applied in payment of a dividend on the ordinary shares of the Company, but so that a partly paid up share shall only entitle the holder with respect thereto to such a proportion of the distribution upon a fully paid up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not while carrying interest, confer a right to participate in profits.

128. *Declaration of Dividends.*—The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.

129. *Restriction on amount of Dividend.*—No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

130. *Dividend out of profits only and not to carry interest.*—No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

131. *What to be deemed net profits.*—The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

132. *Interim dividends.*—The Directors may from time to time pay to the members such Interim Dividends as in their judgment the position of the Company justifies.

133. *Debts may be deducted.*—The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

134. *Dividend and call together.*—Any General Meeting declaring a dividend may make a call on the members for such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member be set off against the call. The making of a call under this article shall be deemed ordinary business of an Ordinary Meeting which declares a dividend.

135. *Dividend in specie.*—Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures, or debenture stock of any other Company, or in any one or more of such ways.

136. *Capitalization of Reserves.*—Any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst such of the Shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they became entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such Shareholders in paying up in full any unissued shares of the Company which shall be distributed accordingly in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such Shareholders in full satisfaction of their interest in the said capitalized sum.

137. *Fractional Certificates.*—For the purpose of giving effect to any resolution under the two last preceding articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors. Where requisite a proper contract shall be entered into and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund, and such appointment shall be effective.

138. *Effectuated Transfer.*—A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

139. *Retention in certain cases.*—The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission article entitled to become a member or which any person under that article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

140. *Dividend to Joint-holders.*—Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

141. *Payment by Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

142. *Unclaimed Dividends.*—All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit

of the Company until claimed and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company, but the Directors may annul the forfeiture whenever they think proper.

THE SEAL.

143. *Custody of the Seal.*—The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors, or a Committee of the Directors, previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

BOOKS AND DOCUMENTS.

144. *Books of Accounts to be kept.*—The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place and of the assets, credits, and liabilities of the Company.

145. *Where to be kept.*—The books of account shall be kept at the office or at such other place or places as the Directors think fit.

146. *Inspection by Members.*—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 account books and documents of the Company or any of them shall be open to the inspection of the members and no member 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.

ACCOUNTS AND BALANCE SHEETS.

147. *Annual Account and Balance Sheet.*—(1) At each Ordinary Meeting the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than ten months before the meeting from the time when the last preceding account and balance sheet were made up or in the case of the first account and balance sheet from the incorporation of the Company. Every such balance sheet shall be certified and signed by the Directors or any three of them in accordance with the terms of the Ordinance in that behalf.

(2) The Auditor's report (to be prepared in accordance with the provisions of clause 153 of the Articles) shall be attached to the balance sheet or there shall be inserted at the foot thereof a reference to the report, and the report shall be read before the Company in General Meeting and shall be open to inspection by any Shareholder.

148. *Copies to be sent to Members and deposited at the Registered Office.*—A copy of such balance sheet together with the reports of the Auditors shall at least seven days previously to the meeting, be sent to the registered address of every member of the Company and a copy shall also be deposited at the registered office of the Company for the inspection of members of the Company during a period of at least seven days before the meeting.

149. *Copies of Balance Sheets to be filed.*—After the balance sheet has been laid before the Company at the General Meeting a copy thereof signed and certified by the Directors or any three or more of them shall be filed with the register at the same time as the copy of the Annual List of Members and Summary prepared in accordance with the requirements of the Ordinance in this behalf.

AUDIT.

150. *Accounts to be Audited Annually.*—Once in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

151. *Audit provisions.*—The Company at the first Ordinary Meeting in each year shall appoint an Auditor or Auditors to hold office until the first Ordinary Meeting in the following year and the following provisions shall have effect, that is to say:—

- (1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.
- (2) The first Auditors of the Company may be appointed by the Directors before the first Ordinary Meeting and if so appointed shall hold office until such meeting, unless previously removed by a resolution of the Shareholders in General Meeting in which case the Shareholders at that meeting may appoint Auditors.
- (3) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

152. *Remuneration of Auditors.*—The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary Meeting or to fill any casual vacancy may be fixed by the Directors.

153. *Rights and Duties of Auditors.*—(1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

(2) The Auditors shall make a report to the Shareholders on every balance sheet laid before the Company in General Meeting during their tenure of office and the report shall state:—

- (a) Whether or not they have obtained all the information and explanations they have required; and
- (b) Whether in their opinion the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shown by the books of the Company.

154. *When Accounts to be deemed finally settled.*—Every account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

155. *How Notice to be served on Members.*—A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address.

156. *Members resident Abroad.*—Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address and such registered place of address shall for all purposes be deemed his place of residence.

157. *Notices where no Address.*—As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up.

158. *When Notice may be given by advertisement.*—Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given if given by advertisement.

159. *How to be advertised.*—Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

160. *Notice to Joint-holders.*—All notices shall with respect to any registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

161. *When Notice by Post deemed to be served.*—Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

162. *Transferees, &c., bound by prior notice.*—Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

163. *Notice valid though Member deceased.*—Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or

joint-holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons, if any, jointly interested with him or her in any such share.

164. *How Notice to be signed.*—The signature to any notice to be given by the Company may be written or printed.

165. *Service of Process in winding up.*—In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in some daily newspaper published in Colombo or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company.

SECRECY CLAUSES.

166. *Secrecy Clause.*—Every director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

167. *Member not entitled to Information.*—No member or other person shall be entitled to enter upon the property of the Company or to inspect or examine the Company's premises or properties or the books or accounts of the Company without the permission of the Directors of the Company for the time being or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any other matter whatsoever which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate.

WINDING UP.

168. *Distribution of Assets.*—If the Company shall be wound up and the assets available for distribution among the members as such shall be sufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the Capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of the shares issued upon special terms and conditions.

169. *Shareholders may purchase in event of winding up, &c.*—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.

170. *Provisions to apply on winding up, &c.*—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 or any of the assets of the Company in consideration for 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 Act of 1929 in England but for the purposes of an arbitration as in the sub-section 6 of the said sections 234 and 243 provided the provisions of the Ceylon Arbitration Ordinance, 1866 and of the Ceylon Ordinance No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 234 of the aforewritten Companies Act and the said sections 234 and 243 save as herein excepted, shall be deemed to be part and parcel of these present Articles.

INDEMNITY.

171. *Indemnity.*—Every Director, Managing Director, Agent, Auditor, Manager, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

172. *Individual responsibility of Directors.*—No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 loss occasioned by any error of judgment or oversight on his part or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

In witness whereof, the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written.

CLEMENT J. BLACK.
R. W. FOWKE.
R. D. KENYON.
G. W. PERRING.
R. P. MORRIS.
F. C. ROWAN.
F. O. FRANCELON.

Witness to the above signatures at Colombo, this 1st day of December, 1931.

G. T. HALE,
Proctor, Supreme Court, Colombo.

Vavasseur (Trustees), Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at the registered office of the Company, Deans road, Colombo, on Monday, December 28, 1931, at 12 noon.

To pass a ^{Business} special resolution altering the Company's Articles of Association as under—

1. Article No. 9 to be cancelled and the following substituted:—

“No. 9, Regulation 57 of Table C is expressly excluded and the following regulation substituted therefor, namely:—

57. The Chairman of Directors shall be elected by the Company in General Meeting. The first Chairman shall be either P. V. Appleby or Wilkie Calvert, or one of the Alternate Directors appointed by P. V. Appleby or Wilkie Calvert to act in his place and stead during his absence from Ceylon.”

2. The following to be inserted after No. 9 of the Articles:—

No. 10, Regulation 37 of Table “C” is expressly excluded and the following regulation substitute therefor, namely:—

37. At any General Meeting, unless a poll is demanded by at least two Shareholders, a declaration by the Chairman that a resolution has been carried and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.”

“No. 11, Regulations 85, 86 and 87 of Table “C” are expressly excluded and the following regulations substituted therefor, namely:—

85. Notices—

- (a) A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to him at his registered address.
- (b) All notices directed to be given to the member shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all such joint holders.
- (c) Every member described in the register by an address not within Ceylon, shall give an address to the Company in Ceylon at which notices may be served on him and shall be entitled to have notices served on him at that address but if he does not he shall not be entitled to receive any notice from the Company.
- (d) Any notice if sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post and in proving such service, it shall be sufficient to prove that the letter containing such notice was properly addressed and put into the Post Office.”

“No. 12, Notice to Shareholders of General Meetings, Ordinary or Extraordinary, shall be given by post and not by advertisement in the *Ceylon Government Gazette*.”

Notice is hereby also given that should the above resolution be passed by the requisite majority it will be submitted for confirmation as a Special resolution to a subsequent Extraordinary General Meeting of Shareholders which will be held on Thursday, January 14, 1932, at the same time and place.

By order of the Directors,

H. L. STANISTREET,
Colombo, December 15, 1931. Secretary.

The Ceylonese Syndicate of Nuwara Eliya, Limited.

NOTICE is hereby given that the Annual General Meeting of the Shareholders of the Company will be held at the Central Stores building, Nuwara Eliya, on Thursday, December 31, 1931 at 5.30 P.M., for the following purposes:—

- (a) To receive the Director's report and accounts for the year ending December 31, 1930.
- (b) To declare a dividend.

- (c) To elect two Directors.
 (d) To appoint an Auditor.
 (e) To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from December 26, 1931, to January 2, 1932, inclusive.

C. M. C. DE SILVA,
 Secretary.

The Eastern River Tanneries Company, Limited.
 (In Liquidation).

NOTICE is hereby given that the creditors of the above-named Company are required, on or before January 9, 1932, to send their names and addresses, and particulars of their debts or claims to Robert Ford, Chartered Accountant, Lloyds buildings, Colombo, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, to come and prove their said debts or claims at such time and place as shall be specified in such notice, or, in default thereof, they will be excluded from the benefit of any distribution made before such debts or claims are proved.

All persons owing money to, or in the possession of property belonging to The Eastern River Tanneries Company, Limited, are hereby required to pay to me such money or to hand to me such property forthwith.

Colombo, December 11, 1931.

ROBERT FORD,
 Liquidator.

The Eastern River Tanneries Company, Limited.
 (In Liquidation).

AT the Sixth Annual General Meeting of the Shareholders of the above-named Company, duly convened and held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Monday, November 23, 1931, the following resolution was duly passed by the requisite majority:—

"That The Eastern River Tanneries Co., Ltd., be wound up voluntarily."

and at a subsequent Extraordinary General Meeting, duly convened and held at the same place on December 10, 1931, the aforesaid resolution was duly confirmed as a special resolution and, in addition, the following resolution was duly passed:—

"That Robert Ford of Colombo be and he is hereby appointed Liquidator for the purpose of winding up the Company."

Colombo, December 10, 1931.

N. W. BENTLEY-BUCKLE,
 Chairman.

The Randeniya Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Randeniya Rubber Company, Limited, will be held at No. 1, Castle Hill street, Kandy, on Monday, December 28, 1931, at 1 o'clock in the afternoon, for the purpose of considering and, if thought fit passing the following resolution, that is to say:—

That the Randeniya Rubber Company, Limited, be wound up voluntarily.

By order of the Directors,

LIESCHING & LEE,
 Secretaries.

Kandy, December 12, 1931.

Sale by Auction, under Mortgage Decree.

Large Coconut and Rubber Estate in Negombo District.

UNDER decree in D. C., Colombo, 46,734, in favour of Sir James Lochore, against the 1st defendant, W. A. S. de Vos, for the recovery of the amount therein stated, at the sale at 3 p.m. on Monday, January 18, 1932:—

Portion marked B of lot 2 of Katukenda estate, now called Maysland estate, situated at Katukenda in Dunagaha pattu of Alutkuru korale, in extent 170 acres, with all the buildings and everything thereon.

Further particulars from P. G. Cooke, Esq., Proctor and Notary, Colombo, or—

Wellawatta, December 16, 1931.

C. E. KARUNARATNA,
 Auctioneer.

Auction Sale.

In the District Court of Colombo.

Bank of Chettinad, Ltd. Plaintiff.
 No. 44,339. Vs.

Count Maurice de Verry, Sparrows Nest, Colpetty,
 Colombo Defendant.

BY virtue of the order of sale made in the above action, I shall put up for sale by public auction on Friday, January 15, 1932, at 1.45 p.m., at the offices of Messrs. E. John & Co., National Mutual building, Chatham street, Colombo, 1,000 shares bearing numbers 16,167 to 17,166 (inclusive) of Plate Ltd., for the recovery of a sum of Rs. 5,214.30, together with interest on Rs. 5,000 at the rate of 13½ per cent. per annum from March 1, 1931, till the date of the decree in the said action (September 2, 1931) and thereafter on the aggregate amount of the decree at the rate of 9 per cent. per annum till payment in full, and costs of suit.

Conditions of sale may be had on application at the offices of Messrs. E. John & Co.

E. John & Co.,
 National Mutual buildings,
 Chatham street,
 Colombo, December 9, 1931.

R. J. M. MEADEN,
 Auctioneer and Broker.

Auction Sale.

Several Valuable Properties in the Districts of Chilaw and Kurumegala, including two splendid Coconut Estates and other good blocks of land with buildings.

UNDER decree in hypothecary action No. 4,860, D. C., Negombo, entered against the defendant, Warnakulasuriya Eugin Fernando of Wennappuwa, in respect of the sum of Rs. 41,918.75, interest and costs, less Rs. 3,675, we shall sell the under-mentioned properties by public auction at the respective spots on the under-mentioned dates, viz:—

Friday, January 15, 1932, commencing at 2.30 p.m.

1. All that land called Madangahawatta, situated at Ulhitiyawa in Kammal pattu of Pitigal korale south in the District of Chilaw, North-Western Province, in extent about 60 coconut trees plantable ground, together with all the buildings, plantations, and trees thereon.

2. All that allotment of land called Madangahawatta, situated at Ulhitiyawa aforesaid, in extent 3 roods and 27 perches, with all the buildings, plantations, and trees thereon.

3. All that divided ¼ part of the land called Madangahawatta, situated at Ulhitiyawa aforesaid, which said divided ¼ part is in extent 25 coconut trees plantable ground, with all the plantations and trees, subject however to a life interest in favour of Maria Thamel.

4. All that land called Kajugahawatta alias Madangahawatta, situated at Ulhitiyawa in Wennappuwa in Kammal pattu aforesaid, containing in extent 100 coconut trees plantable ground, together with the buildings and plantation thereon.

5. All that undivided ¼ part or share of and in all those lands called Kosgahawatta, Ambagahawatta, Kajugahawatta, Diulgahawatta, Gorakagahawatta, Daminnagahawatta alias Meellagahawatta, or Beligahawatta forming one property, situated at Wennappuwa aforesaid, in extent about 10 acres, together with all the buildings, plantations, and trees thereon.

6. All that land called Kosgahawatta, situated at Wennappuwa aforesaid, in extent 60 coconut trees plantable ground, with all the buildings, plantations, and trees thereon.

7. All those defined northern 6/10 parts of the land called Kosgahawatta, situated at Wennappuwa aforesaid, which said defined 6/10 shares are in extent 1 acre more or less, together with all the buildings, plantations, and trees thereon.

Saturday, January 16, 1932, at 2.30 p.m.

8. All that northern portion of the land called Thal-gahawatta, situated in the village Karukkuwa in Munnes-saram pattu of Pitigal korale aforesaid, in extent 31 acres 1 rood and 36 perches, with all the buildings, plantations, and trees thereon.

At 4.30 p.m.

9. All that defined portion marked A from and out of all those lands bearing No. 293/5 and 36 called Kahayaya, Delgahamulahena, and Kosgahawatta, and Nos. 294/4A and 31 called Galwalayaya, Palugahawatta, and Kahayaya-watta forming one property, situated in the villages Wadamunnegedera and Kandanedera in Meda pattu

korale west of Katugampola hatpattu in the District of Kurunegala, North-Western Province, which said defined portion marked A is in extent 35 acres and 2 roods, with the buildings, plantations, and trees thereon.

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

M. P. KURERA & Co.,
Negombo, December 14, 1931. Auctioneers.

Auction Sale.

Several Valuable Coconut Properties and Fields in the Districts of Chilaw and Negombo.

UNDER decree in case No. 3,485, D. C., Negombo, entered against the defendants (1) Simon Peter Goonaratna and (3) Abraham Peter Goonaratna, both of Hangawatta, in respect of the sum of Rs. 12,085.25, interest and costs, we shall sell the under-mentioned properties by public auction at the respective spots, on the following days, viz. :—

Wednesday, January 20, 1932.

(1) At 1.30 p.m.—The undivided $\frac{1}{2}$ share from and out of the undivided $\frac{1}{2}$ share of the land called Medagodella, situate at Dickwella in Otara palata of Pitigal korale in the District of Chilaw, North-Western Province; containing in extent 39 acres 1 rood and 24 perches, with the buildings and plantations standing thereon.

(2) At 2 p.m.—The undivided $\frac{1}{4}$ share of the land called Morekele and Delgahahena, situated at Koodawila and Dickwella in Otara palata aforesaid; containing in extent 9 acres 2 roods and 27 perches, with the buildings and plantations standing thereon.

(3) At 2.30 p.m.—The undivided $\frac{1}{4}$ share of the land called Dunumadalagahahena and Millagahahena, situate at Koodawila and Dickwella aforesaid; containing in extent 11 acres 3 roods and 20 perches, with the buildings and plantations standing thereon.

(4) At 3 p.m.—The undivided $\frac{1}{4}$ share of the land called Delgahawatta, situate at Singakkuliya in Otara palata aforesaid; containing in extent 7 acres 1 rood and 8 perches, with the buildings and plantations standing thereon.

(5) At 3.15 p.m.—The undivided $\frac{1}{4}$ share of the land called Kongahahena, situate at Singakkuliya aforesaid; containing in extent 7 acres 3 roods and 31 perches, together with the buildings and plantations standing thereon.

(6) At 3.30 p.m.—The undivided $\frac{1}{4}$ share of the land called Delgahahena, situate at Singakkuliya aforesaid; containing in extent 8 acres and 1 rood, together with the buildings and plantations standing thereon.

(7) At 3.45 p.m.—The undivided $\frac{1}{4}$ share of the land called Delgahahena, situated at Singakkuliya aforesaid; containing in extent 10 acres 2 roods and 7 perches, with the buildings and plantations standing thereon.

(8) At 4 p.m.—The undivided $\frac{1}{4}$ share of the land called Kohombagahaovita, situate at Koodawila aforesaid; containing in extent 4 acres 1 rood and 7 perches, with the buildings and plantations standing thereon.

Thursday, January 21, 1932.

(9) At 1.30 p.m.—The undivided $\frac{2}{3}$ shares of the field called Puwakkagahakumbura, situate at Kaleliyawebodamulla in Yatigaha pattu of Hapitigam korale in the District of Negombo, Western Province; containing in extent about 6 bushels of paddy sowing ground.

(10) At 1.45 p.m.—The undivided $\frac{2}{3}$ shares of the field called Kahatagahakumbura, situate at Badahelagomuwa in Yatigaha pattu aforesaid; containing in extent about 8 berrahs of paddy sowing ground.

(11) At 2.45 p.m.—The undivided $\frac{2}{3}$ shares from and out of the undivided $\frac{1}{4}$ share of Meegahahena, situated at Madatiyawala in Yatigaha pattu aforesaid; containing in extent 26 acres, with the buildings and plantations standing thereon.

(12) At 3.15 p.m.—The undivided $\frac{2}{3}$ share of all that lot B (being $\frac{1}{4}$ share) of the land called Kudamiriawewatta, situate at Madatiyawala aforesaid; which said lot B is in extent 9 acres 1 rood and 14 perches, with the buildings and plantations standing thereon.

(13) At 3.45 p.m.—The undivided $\frac{2}{3}$ shares from and out of the undivided $\frac{1}{4}$ share of the land called Bulugahawatta, situate at Banduragoda in Yatigaha pattu aforesaid; containing in extent about 10 acres, together with the undivided $\frac{2}{3}$ share of the tiled house and other buildings and plantations standing thereon.

(14) At 4 p.m.—The undivided $\frac{2}{3}$ shares from and out of the undivided $\frac{1}{4}$ share of the land called Etaheraliyagahawatta, situate at Banduragoda aforesaid; containing in extent about 8 acres, with the buildings and plantations standing thereon.

(15) At 4.15 p.m.—The undivided $\frac{2}{3}$ shares of the land called Delgahawatta alias Bulugahawatta, situate at Hangawatta in Yatigaha pattu aforesaid; containing in extent about 4 acres, with the tiled house and other buildings and plantations standing thereon.

Further particulars from S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, December 15, 1931. Auctioneers.

Auction Sale.

Valuable Properties at Pahalagalpola, Galpola, Mawpella, Ambagahagedera, Akerawatta, Thorawela, Weediya-wela, and Hamannapahawa in the District of Kurunegala and Mudukatuwa and Marawella, Mudukatuwa in the District of Chilaw.

UNDER decree in case No. 3,141, D. C., Negombo, entered in favour of the plaintiff, Thea Nayanna Sokkalingam Chettiar of Negombo, against the defendants (1) James Senarat Wickramasinghe of Weerahena, (2) Jayasuriya-aratnige Don Philippu Appuhamy of Mudukatuwa, (3) Kattumanayakelianage Ari Perera of Weerahena, and M. B. Akbar, Proctor of Colombo, and by virtue of the order to sell issued to us, for the recovery of the sum of Rs. 24,847.50, interest, and costs of suit, we shall sell the under-mentioned properties (Nos. 1, 2, 3, 4, 5, 6, 17, 18, 19, and 20 mortgaged as primary, secondary, and tertiary mortgages and Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 as primary and secondary mortgages) by public auction, at the respective spots on the following days, viz. :—

On Monday, January 25, 1932, at 10 A.M.

1. All that land called Bulugahamulohenyaya alias Bulugahawatta, situate at Pahalagalpola in Katugampola korale of Katugampola hatpattu in the District of Kurunegala, North-Western Province; containing in extent 36 acres 2 roods and 10 perches, and the buildings standing thereon.

At 10.15 A.M.

2. All that allotment of land called Thalawowehenyaya, and now watta, situated at Galpola in Katugampola korale aforesaid; containing in extent about 15 acres, and the buildings thereon.

At 10.30 A.M.

3. All that land called Batalahena alias Madangahamulawatta, situated at Galpola aforesaid; containing in extent about 2 acres, and the buildings standing thereon.

At 10.45 A.M.

4. An undivided $\frac{1}{4}$ share of the land called Nelummawatta, situate at Galpola aforesaid; containing in extent about 4 acres, and the buildings standing thereon.

At 11 A.M.

5. An undivided $\frac{1}{3}$ share of the field and pilawa land called Hewendena, situated at Galpola aforesaid; containing in extent about 1 amunam of paddy sowing.

At 12 NOON.

6. An undivided $\frac{1}{16}$ share of the high and low land called Ihaleyayekumbura in extent 5 amunams of paddy sowing ground and adjoining field called Pahalayayekumbure in extent 5 amunams of paddy sowing ground, Nindewela in extent 5 amunams of paddy sowing ground and Ambagahamulawatta in extent 2 amunams of kurakkan sowing ground, situated at Mawela in Katugampola korale aforesaid; and the buildings thereon.

At 2 P.M.

7. All that land called Newiliwolepillewa, situate at Ambagahagedera in Karandapattu korale of Katugampola hatpattu aforesaid; containing in extent 1 acre and 30 perches.

At 2.30 P.M.

8. Dalupothakumbura in extent 3 roods, and Halumillagahamulawatta in extent 2 acres and 17 perches, situated at Akerawila in Karandapattu korale aforesaid; containing in extent 2 acres 3 roods and 17 perches. Of this high and low land the undivided $\frac{2}{6}$ share of Halmillagahamulawatta and the said Dalupothakumbura.

At 2.45 P.M.

9. Undivided $\frac{2}{6}$ share of the field called Keenagaswela and the lands called Ambagahamulawatta and Ehetugahamulawatta, situated at Akerawatta aforesaid; containing in extent 5 acres 2 roods and 6 perches.

At 3.15 P.M.

10. All that allotment of land formed of contiguous Bogahamulahena, Moragollehena, Bulugahamulahena, Dehigahamulahena, Higgahamulahena, Kahatagahamulahena, Puhudivulghamulahena, Talagahamulahena, Korakongahamulahena, Godawelahena, Nabirithahena, and Dambagahawetiyehehena, situated at Akerawatta aforesaid; containing in extent 59 acres and 36 perches, and all the buildings and plantations appertaining thereto.

At 3.45 P.M.

11. All that land called Siyambalagahakotua and Galagawewatta, situated in the villages Tharawela and Weediyawela; containing in extent 1 acre 3 roods and 30 perches.

At 4 P.M.

12. An undivided $\frac{1}{4}$ share of the high and low land called Paragahakumbura and the adjoining Werellahena and Meegahahena, situate at Hamannapahuwa in Karandapattu korale aforesaid; containing in extent 11 acres and 32 perches.

At 4.15 P.M.

13. An undivided $\frac{1}{4}$ share of the land called Bogahamulahena *alias* Dangahamulahena, situate at Hamannapahuwa aforesaid; containing in extent 2 acres 1 rood and 6 perches.

At 4.30 P.M.

14. An undivided $\frac{1}{4}$ share of the high and low land called Dalupothawatta *alias* Lunuweraniagahawatta and Dalupothekumbura, situated at Hamannapahuwa aforesaid; containing in extent 5 acres 1 rood and 10 perches.

At 4.45 P.M.

15. An undivided $\frac{1}{2}$ share of Siyambalagahamulakumbura and an undivided $\frac{1}{2}$ share of Siyambalagahamulawatta, situated at Hamannapahuwa aforesaid; containing in extent 4 acres 2 roods and 22 perches.

At 5 P.M.

16. An undivided $\frac{7}{24}$ shares of Kumbukgahamulakumbura *alias* Kumbukgahakumbura, situate at Hamannapahuwa aforesaid; containing in extent 3 acres 1 rood and 6 perches.

On Tuesday, January 26, 1932, at 3 P.M.

17. An undivided $\frac{1}{2}$ share of the land and right, title, and interest of lease in respect of the remaining undivided $\frac{1}{2}$ share of land called Maragahawatta, situated at Mudukatua in Medapalata of Pitigal korale in the District of Chilaw, North-Western Province; containing in extent about 4 acres, and the buildings thereon.

At 3.15 P.M.

18. All that land called Ambagahamulawatta, situate at Mudukatuwa aforesaid; containing in extent about 6 acres, and the buildings thereon.

At 3.30 P.M.

19. An undivided $\frac{1}{2}$ share of the land called Maragahawatta, situate at Mudukatuwa aforesaid; containing in extent about 4 acres, and the buildings thereon.

At 3.45 P.M.

20. All that 40 coconut trees and land occupied by same on the northern side of the land called Marawilawatta, situated at Marawila-Mudukatua in Medapalata aforesaid; containing in extent about 212 coconut trees plantable ground and the buildings thereon.

Further particulars from E. R. Samerosekera, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, December 15, 1931. Auctioneers.

Auction Sale.

Very Valuable Property called Hillcrest, Kirillepone Road, Nugegoda.

In the District Court of Colombo.

George Cameron, care of Messrs. Julius & Creasy,
Colombo Plaintiffs.
No. 45,001. Vs.

(1) Basil Norman Classon of Harbour Engineer's Office,
Colombo, (2) Mrs. Florence Emily Poulter of St.
Elms, Wellawatta Defendants.

UNDER and by virtue of the commission and decree issued to me in the above action, I shall put up for sale by public auction on Wednesday, January 20, 1932, at 4.30 P.M., at the spot, for the recovery of the sum of

Rs. 6,296.88, viz., Rs. 6,000 being principal, Rs. 296.88 being interest due and unpaid up to June 15, 1931, and interest at 7 per centum per annum on the principal sum of Rs. 6,000 from June 16, 1931, to date hereof, viz., Rs. 97.50 aggregating to Rs. 6,373.98, and further interest at 9 per centum per annum on the aggregate amount of the decree from date hereof, till payment in full, and the costs of this action within 3 months from date hereof as taxed by the officer of this court, the following property:—

All that allotment of land marked "A" in the plan dated September 22, 1904, made by Fred Bartholomewsz, with the buildings standing thereon, bearing lot No. 149 called Gorakagahawatta, situated at Nugegoda in the Pallepattu of Salpiti korale in the District of Colombo, Western Province; bounded on the north by the garden of M. L. Peiris, on the east by the garden of Jasinge Simon Appu, on the south-east by lot marked B in the said plan allotted to Dona Maria Munasinghe and her husband Henry de Silva Munasinghe, and on the west by the property belonging to the estate of the late Wijeratne Mudalige Carolis Appu; containing in extent 3 roods and 23 perches according to the said survey and description thereof dated September 22, 1904, made by the said Fred Bartholomewsz. Registered M^o 167/90 in the Colombo District Land Registry Office.

Phone: 289.
19, Baillie street,
Fort.

J. G. VANDERSMAGT
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

Auction Sale.

In the District Court of Colombo.

Ian Woodford Aitken of Colombo Plaintiff.
No. 39,598. Vs.

(1) Dr. J. S. de Silva of Flower Mead, Green path, Colombo, and (2) Percy Grey Cooke, Trustee of the Marriage Settlement of Kamini Mittu Kumara Swami of Hongkong Bank buildings, Colombo Defendants.

UNDER and by virtue of the commission and decree issued to me in the above action, I shall put up for sale by public auction on Tuesday, January 19, 1932, at 4.30 P.M., at the spot, for the recovery of the sum of Rs. 73,698.49, being the aggregate amount of the principal and interest due in respect of mortgage bond No. 465 dated November 16, 1926, and attested by O. P. Mount, Notary Public, with interest thereon at the rate of 9 per cent. per annum from this date till payment in full, and costs of this action as taxed by the officer of the court, the commission to sell the mortgaged property is not to issue till December 31, 1930, the following properties:—

1. All that portion of land with the buildings thereon called and known as Hartford, bearing assessment No. 1633/10, situated at Green path, Colpetty, Cinnamon Gardens, within the Municipality and District of Colombo, Western Province; which said portion of land is depicted in the figure of survey No. 2,617 dated November 16, 1922, made by H. G. Dias, Licensed Surveyor, and described as lot A bounded on the north by Green path, on the east by another part of this property marked B, on the south by premises bearing assessment No. 11 of Mrs. S. D. John Fonseka, and on the west by premises bearing assessment No. 9 of Mr. A. Y. Daniel; containing in extent according to the said figure of survey 2 roods and 25 $\frac{50}{100}$ perches.

2. All that portion of land with the buildings thereon called and known as Flowermead, bearing assessment No. 1633A/10A, situated at Green path aforesaid; which said portion of land is depicted in the aforesaid figure of survey No. 2,617 and described therein as lot marked B bounded on the north by Green path, on the east and south by premises bearing assessment No. 11 of Mrs. S. D. John Fonseka, and on the west by the other part of this property marked A; containing in extent according to the said figure of survey 38 $\frac{75}{100}$ perches, which said two portions of land marked A and B are divided portions of the following property, to wit:—

All that allotment of land, situated at Green path, Colpetty, Cinnamon Gardens, within the Municipality and District of Colombo, Western Province; bounded on the north by the road to Cotta, on the east by the property said to belong to John Fonseka; on the south-east by land claimed by Moorish Priest and now said to belong to John Fonseka, and on the west by the property now belonging to Mr. A. Y. Daniel; containing in extent 3 roods and 22 perches more or less. Registered A 63/55 in the Colombo District Land Registry Office.

Phone: 289.
19, Baillie street, Fort.

J. G. VANDERSMAGT
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

Auction Sale.

In the District Court of Colombo.

Cyril Christopher Ariyanayagam Brito Mutunayagam,
Advocate, of Chatsworth, Havelock town, Colombo
..... Plaintiff.

No. 52,818. Vs.

- (1) Aloysia Margaret Muttama Mutunayagam of Trevandrum, deceased, A. M. Mutunayagam of Silveroaks, Trevandrum, South India, substituted 1st defendant, (2) Ariyanayagam Michael Mutunayagam of Silveroaks, Trevandrum, South India, (3) Margaret Elizabeth Brito alias Lily Brito, presently of Dombawinne estate, Benjamin Vanderpoorten of Galagedera, substituted 3rd defendant, (4) Elangai Seenivasaga Senathi Raga, deceased, Annakodi Crishigawala Senathi Raga of Grandpass, Colombo, executor of the last will of E. S. W. Senathi Raga, substituted 4th defendant, (5) Ariyanayagam Michael Mutunayagam of Silveroaks, Trevandrum, executor of the last will of Christopher Brito, deceased Defendants.

UNDER and by virtue of the commission and decree issued to me in the above action, I shall put up for sale by public auction on Saturday, January 9, 1932, at 12 noon at our rooms, 19, Baillie street, Fort, for the recovery of the proportionate amount due by the 3rd and 4th defendants of the sum of Rs. 202,066, together with interest on Rs. 115,000 at the rate of 9 per cent. per annum from April 7, 1919, to October 2, 1925, and further interest at 9 per cent. per annum on the aggregate amount from October 2, 1925, till payment in full and costs of suit, the following property being divided portions of all that land called and known as Dombawinne estate, situated between Udagaha pattu of Hapitigam korale and Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province.

(1) Lot E in extent 45 acres and 39·38 perches, lot E 1 in extent 14 acres 1 rood and 29 perches, lot E 2 in extent 12 acres 1 rood and 19 perches, lot E 3 in extent 20 acres 3 roods and 12·62 perches, and lot E 4 in extent 2 roods and 7 perches together being bounded on the north by lots D 1 and D, on the north-east by lot D, on the east by lot D 3, on the south by land of Charalis, a water-course, a garden, fields, land of A. Cornelis, land of Ranmenikhamy, land of Kaluhamy and others, land of Brampysingho and others, land of Egonis Appu and others, land of Helena-hamy, land of Ranmanikhamy and others, and land belonging to Mr. Mutunayagam, and west by fields and the main road.

(2) Lot A in extent 72 acres and 12·38 perches and lot A 1 in extent 2 roods and 2 perches together bounded on the north by the land of the heirs of Costan Croos, the land of Mr. L. Gracianu Fernando and lot A 2 of this land, east by a road, south by fields, land of H. Baronchi Appu, the land of Bandappahamy, and on the west by a road, an abandoned paddy field, a road, the field of K. Appusingho, the land of Samaneris Appuhamy and others, and the land of Bastian Appuhamy and others, together with the buildings standing thereon.

(3) Lot D 3 in extent 20 acres 3 roods and 12·62 perches; bounded on the north by lot D, on the east by lot C 8, south by the land of Cornelis and the land of H. Charalis, and west by lot E 3.

19, Baillie street, Fort, A. Y. DANIEL,
Phone: 289. T'grams: "Lions." of A. Y. DANIEL & SON.

Auction Sale.

UNDER decree in case No. 16,651, D. C., Kalutara, entered against W. E. Liliya de Mel and her husband Hewafonseke Marshall Fonseka and 3 others, all of Panadura, on January 16, 1932 (Saturday) at 2 P.M., at the spot to recover Rs. 3,054·40, further interest and costs:—All those 2 contiguous portions of land, now forming one property called Munamalgahawatta and Talakotuawatta, bearing assessment No. 95; together with buildings thereon, situated at Moratumulla in Moratuwa; and bounded on the north by land belonging to the heirs of D. J. Ferdinand, east by land belonging to the heirs of Bastian and Abraham de Mel, south by cart road, and west by Talakotuawatta and the property of Joromis de Soysa Wasala Mudaliyar; containing in extent 1 rood and 36 5/10 perches.

1, Hulftsdorp.

W. D. E. ABRAHAM,
Licensed Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Puttalam.

S. M. S. P. Muttiah Chettiar by his attorney, S. M. S. P. Sidambaram Chettiar of Puttalam Plaintiff.
No. 4,236. Vs.

Mary Antronite Barbara Bakmiwewa of Puttalam, presently residing at Colombo Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by auction at my office in Puttalam town on January 18, 1932, commencing at 3 P.M. the following properties:—

1. The boundaries of the coconut garden called and known as St. John's or Blackwood garden, situate at Aratchivillu village in Puttalam District, North-Western Province, are on the north by Kurunegala road, east by reservation land said to belong to Crown, south by land belonging to Dr. Jerry de Rosairo, and on the west by the garden belonging to Fredrick Wannithamby. The lands, coconut trees, buildings, and all things within these boundaries, in extent of 10 acres 3 rood and 25 perches. F 10/135.

2. The boundaries of the land, in extent of 14 acres 3 roods and 24 perches, situate at the village Nindani in Kuruvikulam in Puttalam division, in the aforesaid district, are on the north by land mentioned in plan No. 62,616, east and south by reservation for road, and on the west by land called Nindani kadu belonging to the Crown. Out of the entireties within these boundaries an undivided 1/5 share and the coconut trees and all things belonging thereto. F 3/11.

3. The boundaries of the portion of land called and known as Nindanikadu, in extent of 4 acres and 12 perches, situate at the village Nindani aforesaid, are on the north-east by land mentioned in plan No. 137,595, south-east by reservation for road, south-west by Crown land called Nindanikadu, and on the north-west by land mentioned in plan No. 92,619. An undivided 1/5 share of the entirety within these boundaries. F 3/233.

4. The boundaries of the coconut land called and known as Nondiarpirivu, in extent of 11 acres 2 rood and 3 perches, situate at Manjadicholai straight to the village Puludivayal in Mel Akkara pattu tetku in Puttalam pattu aforesaid, are on the north by land reserved for road, east by reservation path described hereto below and mentioned in plan No. 103,282, and on the west by the common fence of the garden called Hoonusuthotam belonging to Asena Marakar Mohamedo Unis. An undivided 4/9 share out of the entirety within these boundaries. H 56/287.

5. The boundaries of the portion of land called and known as Vavunadipaguthy, situate at the aforesaid Manjadicholai, in extent of 2 roods and 11 perches, are on the north and east by land reserved for road, south by land mentioned in plan No. 139,785, and on the west by the said Nondiarpirivu. An undivided 4/9 share out of the entirety within these boundaries. H 56/255.

6. The boundaries of the coconut garden called and known as Thirumalaipaguthy, situate at Manjadicholai aforesaid, in extent of 6 acres and 7 1/2 perches are, on the north by Nondiarpirivu aforesaid, east by land reserved for road, south by the common fence of the garden Manjadithotam belonging to Mashuth Arin Moundu Lebbe, and on the west by the common fence of the garden called Saravanapirivu belonging to Cecilia Clara de Rosairo Amma. An undivided 4/9 share out of the entirety within these boundaries. H 56/253.

7. The boundaries of the garden called and known as Maruthaipaguthy, situate at Manjadicholai aforesaid, in extent of 34 acres 1 rood are, on the north by land claimed by villagers, east by land mentioned in plan No. 50,564, south by the land reserved for road, and on the west by the common fence of Manjadithotam belonging to Davidu Marian de Rosairo Mudaliyar and presently belonging to Pana Than Thamby Markar. An undivided 1/4 share of the entirety within these boundaries. H 56/254.

8. The boundaries of the portion of land called and known as Eramuduwaimeekulana, situate at the village Eramuduwai in Kudamadawatchiya in Rajawanni pattu, in Demala hatpattu in the aforesaid district mentioned as A; and containing in extent 6 acres 3 roods and 10 perches according to plan No. 30 surveyed and made by Mr. M. Thambidurai, Special Licensed Surveyor of Puttalam on June 26, 1914, are on the north by land belonging to Crown and tank called Palavathankulam, east by the portion marked B belonging to Isidore Austin de Rosairo, south by land belonging to Crown and the river called Nari-oya, and on the west by the water crossing stream and the Palavathan tank. The land, coconut trees, and all things within these boundaries. H 7/228.

9. The boundaries of the portion of land bearing assessment No. 75 B, situate at the Kurunegala road in Puttalam town, Puttalam gravets, in the aforesaid district, and marked A, in extent of 2 roods and 25 perches according to plan No. 16 surveyed and made by M. Thambidurai, aforesaid surveyor, on April 15, 1914, are on the north and west by Crown land, east by land of E. S. A. M. Falaloon Marakar, and on the south by the portion of land marked B in the said plan and belonging to A. E. Abeyakoon. The land, coconut trees, and all things within these boundaries and the right of way on the western side of the said Abeyakoon's land to have access to the land from the road.

For further particulars, please apply to W. S. Strong, Esq., or to me—

S. M. ASEN KUDHOOS,
Auctioneer and Licensed Surveyor.

Puttalam, December 4, 1931.

Auction Sale.

Valuable Property situated at Norris Road and Maliban Street, Yielding Handsome Return.

UNDER mortgage decree in D. C., Colombo, case No. 41,941, of the following property belonging to the defendants Haji Mohamed Haji Abdulla and Haji Moosa Haji Abdulla, both of No. 40, Maliban street, Colombo, on Thursday, January 28, 1932, at the spot at 5 P.M.:

All those undivided $\frac{2}{3}$ parts of an in all those premises bearing assessment No. 146, Maliban street, and Nos. 213 and 215, Norris Road, situate at Maliban street and Norris Road, in extent 12 $\frac{3}{100}$ perches, presently occupied by the Standard Electric Company, yielding a monthly rental of Rs. 475.

Further particulars from R. Muthusamy, Esq., Proctor Supreme Court, Colombo, or—

Phone: 1784.
167, Hulftsdorp.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Colombo, case No. 43,890, of the following properties belonging to the defendant, Meeran Palle Mohamado of No. 1, Siripina lane, Colombo, on Friday, January 22, 1932, at the respective spots commencing from 4 P.M.:

1. All that lot marked A being one half of the houses and premises bearing assessment No. 1, situated at Siripina lane in Colombo District in extent 3 $\frac{3}{100}$ perches according to plan dated April 15, 1910, made by Lawrence de Silva, Licensed Surveyor.

2. All that lot marked B being one half of the houses and premises bearing assessment No. 2, situated at Siripina lane aforesaid; in extent 3 $\frac{30}{100}$ perches as per above plan.

Further particulars from S. G. Watson, Esq., Proctor, Supreme Court, Colombo.

167, Hulftsdorp.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Colombo, case No. 44,914 of the following property belonging to the defendants, Matara Atchi Vidanelage Babbu Singho, M. A. V. William Singho, M. A. V. Setan Singho, M. A. V. Seimonis Singho, M. A. V. Punchi Nona, and Hettiaratchige Herath Felera, all of Homagama in Palle pattu, Hewagama korale, on Wednesday, January 20, 1932, at the respective spots commencing from 4 P.M.

1. Undivided half part or share of land called Degahawatta and of the buildings, trees, and plantations thereon, situated at Homagama in Palle pattu of Hewagama korale, Colombo District, Western Province, in extent 3 acres 3 roods and 38 perches (exclusive of the road passing through the land) as per plan No. 210,507 dated November 25, 1903, authenticated by F. H. Grinlinton, Esq., Surveyor-General.

2. Undivided half part from and out of the southern undivided portion of land in extent 2 acres and 2 roods and of the buildings, trees, and plantations thereon of the land called Etambagahawatta alias Delgahawatta, situated at Homagama aforesaid, in extent 9 acres 1 rood and 38

perches (exclusive of the road passing through the land as per plan No. 210,505 as aforesaid).

Further particulars from U. L. Perera, Esq., Proctor, Supreme Court, Colombo.

167, Hulftsdorp.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale under Mortgage Decree No. 45,948.

In the District Court of Colombo.

Blanche Constance Fernando of Havelock town in Colombo Plaintiff.

Vs.

James Christopher Seneviratne of "Galkissa Waluwa" in Deniwala Defendant.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Monday, January 11, 1932, at 5 P.M. at the spot: All that divided and defined portion of land marked 1521 in the plan thereof and the buildings to be constructed thereon, being a divided portion of lot A 2 which is also a subdivided part of lot A which forms a divided part of the amalgamated lots 382A, 382B, and part of lots 382 in registration plan No. 2 of the land called Mahawellewatta, situated at Wellawatta, within the Municipality and in the District of Colombo, Western Province, together with the buildings thereon, presently forming part of the premises bearing assessment No. 282, Galle road, and No. 24, Rajasinghe road, which said lot 1 is bounded on the north by lot 381, on the east by lot A 1, on the south by Rajasinghe road (being a part of lot B), and on the west by lot 2, contains in extent 1 rood and 27 $\frac{1}{2}$ perches according to the plan No. 3,371 dated May 27, 1930, made by H. C. Dias, Licensed Surveyor and Leveller. For Deeds, &c., apply to F. Rustomjee, Esq., Courts, Colombo.

R. G. KOELMAN,
OF JENSEN & Co.,
Auctioneers.

Auction Sale under Mortgage Decree in Case No. 42,552, D. C., Colombo.

Lands at Dompe, Siyane Korale, Western Province.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, January 30, 1932, commencing at 3 P.M. at the first-named land:

1. Two contiguous allotments of land called Moragahawatta and Dambugahawatta, situated at Dompe and Uda Mappitigama, Siyane Korale; containing in extent 22 acres 1 rood and 26 perches.

2. All that land called Talpediwala, situated at Dompe, Siyane Korale; containing in extent about 12 bushels paddy sowing.

3. All that land called Nagahalandewatta, situated at Dompe, Siyane Korale; containing in extent about 8 bushels paddy sowing.

4. All that land called Meegahawatta, together with the house thereon, situated at Dompe, Siyane Korale; containing in extent about 12 bushels paddy sowing.

5. The several allotments of land called Degahawatta, Alubogahalanda, and Handinnahenawatta, now forming one property, situated at Dompe and Hunukanda; containing in extent 17 acres 1 rood and 2 perches.

Further particulars from H. A. Abeyewardene, Esq., Proctor, Hulftsdorp.

Tel. No. 173.
34, Baillie street.

L. A. WICKREMESINGHE,
Auctioneer.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, case No. 40,123, I shall sell by public auction at the respective spots on Saturday, January 23, 1932, at 2 P.M.:

1. All the contiguous lands called Munamalghamulawatta, Madumaldeniawatta, Katugasingewatta, Hindagalagedarawatta, Hittawalawewatta, and Walauwewatta with the entire buildings known as Naranwela Walauwewatta standing thereon in extent 5 acres 3 roods and 33 perches, situate at Naranwela in Gangapalata of Udunuwara.

On Monday, January 25, 1932, at 2 P.M.

2. Galandahena and Kolugalegodemahena, both adjoining each other and forming one property, in extent

10 acres 1 rood and 12 perches, situate at Kolugala in Gangapalata of Tumpane.

3. Wambotmedilehena of 12 lahas paddy sowing in extent, situate at Kolugala aforesaid.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors, Kandy, or to—

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

Auction Sale.

Lena Ravanna Mana Lena Letchimanan Chettiar of Sea street, administrator of the estate of Andiappa Chettiar Sinniah Chettiar, deceased. Plaintiff.

No. 41,197. Vs.

(1) Wappu Marikar Mohammado Uscof and another Defendants.

UNDER mortgage decree in the above case for the recovery of the amount in the decree, I shall put up to public auction on Friday, January 29, 1932, at the spot, the following properties commencing at 4.30 p.m. :—

(1) All the soil, trees, and buildings of that allotment of land called Alubogahawatta, situated at Weyangalla in Gangaboda pattu of Pasdun korale in the District of Kalutara, Western Province; and bounded on the north by lands in plans Nos. 74,086, 74,084, east by land in plan No. 74,084, south by Crown lands and west by Crown land and land in plan No. 74,087; in extent 3 acres 3 roods and 13 perches.

(2) All the soil and trees of that allotment of land called Panwilahena, situated at Weyangalla aforesaid; bounded on the north by Crown land and ela, east by land in plan No. 74,088, and south and west by Crown land, in extent 1 acre 2 roods and 38 perches.

(3) All the soil and trees of that allotment of land called Hiripatellekandewatta, situated at Mahagama in Gangaboda pattu aforesaid; bounded on the north by T. P. 129,631, east by Crown land, and south and west by land belonging to natives, in extent 3 acres 1 rood and 31 perches.

(4) All the soil, trees, and buildings of that allotment of land called Pitawaguroowita, situated at Weyangalla aforesaid; bounded on the north by Pallekumbura, east by a portion of the same land, south by Gigane-ela, and west by the high road, in extent about 2½ acres.

Further particulars from Messrs. Wilson & Kadirgamar, Proctors and Notaries, Hulftsdorp, Colombo, or—

R. C. McHEYZER,
Office : 119, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

(1) Dr. G. Wignaraja, (2) C. Gnanasekeram, both of Mangalagiri, Kynsey road, Colombo Plaintiffs.

Vs.

(1) George E. de Silva of St. George's, Halloluwa road, Kandy, (2) W. K. Jinadasa of Norris road, Pettah, Colombo Defendants.

UNDER and by virtue of a commission issued to me in D. C., Colombo, case No. 44,712, it is decreed that the 1st defendant do pay the plaintiffs the sum of Rs. 35,000 in the proportion of Rs. 20,000 to the 1st plaintiff and Rs. 15,000 to the 2nd plaintiff, together with interest thereon at the rate of 12 per centum per annum from October 1, 1930, to this date and further interest at 9 per centum per annum on the aggregate amount from this date and the costs of this suit, I shall sell by public auction on Saturday, January 23, 1932, at the spot at 2.30 p.m. the first property :—

1. All that estate plantations and premises called and known as Munnakere estate *alias* Munnakeram Farm, situated in the Town of Negombo in the District of Negombo, Western Province, depicted in the plan No. 327 dated February 17, 1923, made by S. Rajaratnam, Licensed Surveyor; and bounded on the north by land of Elaris Perera, by an odai land of the heirs of Bakeliya Fernando and the lake, on the east by the Negombo canal, south by the land of the heirs of G. Amaris Fernando and by land of the Roman Catholic Church, and on the west by the Negombo lake and the land of Elaris Perera; containing in extent within the said boundaries 26 acres and 36 perches, together with the plantations thereon and all the bungalows,

stores, and other buildings now standing thereon or hereafter to be constructed thereon and all tools, implements, and cattle.

On Tuesday, January 26, 1932, at the spot at 2.30 p.m. the second property :—

2. All those several allotments of land called and known as Dehigahamulahena, Delgahamulahena, Kathdandutennehena *alias* Galkathdandutennehena, Parangiangawahena, and Weldulgahamulahena *alias* Ambagahamulahena, all of which lands adjoin each other and form one property, situated at Kalugamma Pallege in Ambe-gamuwa korale of Udabulata in the District of Kandy, Central Province; bounded in its entirety on the north by Delkanu-oyagaldetta and Liyankanu-oyatenne, east by Detalukandekandumaima, south by road to Maliboda and Kalugal-oya, and west by Mala-ela and Galdetta, containing in extent about 400 acres according to deed No. 638 attested by P. Charles Dias of Nawalapitiya, Notary Public, which said allotments of land adjoin each other and forming one property is also described according to plan No. 1,060 dated April 23, 1926, and made by Geo. E. de La Motte, Licensed Surveyor and Leveller.

All those five allotments of land adjoin each other and forming one property composed of Dehigahamulahena, Delgahamulahena, Kathdandutennehena, Parangiangawahena, and Valdegahamulahena, situated at Pallege Pitakande in Kalugamma of Uda Bulatgama, Kandy District, Central Province; bounded on the east by Detalukanda and Crown forest, south by Kalugal-oya and Crown forest, west by Kirigallawallakella, Mala-ela, and Crown forest, and on the north by Delkanuwagaldetta, Liyankanuwatenne and Crown forest; containing in extent 91 acres and 3 roods.

On Wednesday, January 27, 1932, at the spot at 3 p.m., the third property :—

3. One undivided half part or share of and in all that upstairs house and premises presently bearing Municipal assessment No. 11 (formerly marked and known as No. 10), situated at Pavilion street, within the Town and Municipality of Kandy, Central Province; and bounded on the north by house and premises bearing Municipal assessment No. 12, east by Pavilion street, south by house and premises bearing Municipal assessment No. 10, and west by Crown land appropriated for the Jail and the property of Meera Lobbe Sinna Marikar; containing in extent 10'09 perches.

For further particulars apply to Messrs. De Vos & Gratiaen, Proctors and Notaries, Hulftsdorp, Colombo, or—

R. C. McHEYZER,
Office : 119, Hulftsdorp. Auctioneer and Broker.

Auction Sale under Mortgage Decree.

In the District Court of Galle.

K. D. de Silva, Esq., Advocate, Galle Plaintiff.
No. 29,852. Vs.

(1) Hewawasan Sarnkalige Hendrick Fernando, Vel-Vidane of Amugoda, (2) Obadage Abraham de Silva Jayawardane, Police Officer of Pol-watta Defendants.

BY virtue of a commission issued to me in the above case, I shall sell on Saturday, January 9, 1932, commencing at 3 p.m. on land 1 hereto the following properties mortgaged by bond No. 1,418 dated April 8, 1930, and attested by Mr. H. de S. Kularatne, Notary Public, and bound and executable for the recovery of the sum of Rs. 4,716'40, with further legal interest from September 18, 1931, till payment in full, and costs of suit, to wit :—

1. All that defined allotment of land called lot No. 1 of Palliyewatta *alias* Palliyegodella and all that is thereon, situated at Pitigala in Bentota-Walallawiti korale of Galle District, Southern Province; in extent 1 acre 3 roods and 4'015 perches.

2. All that defined allotment of land called lot No. 2 of Palliyewatta *alias* Palliyegodella, situated at Pitigala aforesaid; in extent 1 acre 3 roods and 4'015 perches, together with all the buildings and everything else thereon.

3. All that allotment of land called Olagodadeniyakumbura, situated at Wehijena village in Bentota-Walallawiti korale aforesaid; in extent 1 acre 2 roods and 13 perches.

4. All that allotment of land called Godaparagaha Polleuwa *alias* Heenketiya Polleuwa being lot No. 160 in B. S. P. plan No. 595 and all that is thereon, situated at Indipalagoda in Bentota-Walallawiti korale aforesaid.

5. All that undivided 1/2 part or share of the soil and soil share trees of the allotment of land called Boraluketiyeapaula and of all that is thereon, situated at Pitigala aforesaid; in extent 10 acres 3 roods and 30 perches.

Further particulars from the plaintiff's Proctor, H. de S. Kularatne, Esq., J.P., U.P.M., Galle, and Jayasiri Walauwa, Ambalangoda, or from me.

Ambalangoda. UPASIRI W. KODIKARA, Commissioner.

Auction Sale under the Partition Ordinance in D. C., Galle, Case No. 28,440.

I SHALL sell by public auction the following property on Saturday, January 30, 1932, commencing from 3 P.M., at the spot:

All those pieces A, B and C (in two blocks) of the land called Kailawala at Galupiadra within Municipality of Galle; in extent A and B 36.1 perches, C 07.4 perches, together with buildings thereon.

For further particulars, please apply to Messrs. Saheed & Thahir, Proctors, Galle, or to me—

Unawatuna, December 11, 1931. D. G. RATNAFALA, Auctioneer.

Auction Sale under Mortgage Decree in D. C., Galle, Case No. 28,729.

I SHALL sell by public auction the following properties at the respective spots on Saturday, January 9, 1932, viz.:

At 2.30 P.M.

(1) All that low land and soil called Yatiwaguragalduwakumbura at Dampas in Galle; in extent 1 acre 2 roods and 25 perches.

At 5.30 P.M.

(2) All that low land and soil called Galketiyeowitamahakumbura at Angulugaha in Galle; in extent 6 acres and 1 perch.

For further particulars please apply to A. Dias Abey-singhe, Esq., Proctor, Galle, or to me—

Unawatuna, December 14, 1931. D. G. RATNAFALA, Auctioneer.

Auction Sale.

In the District Court of Jaffna.

Kanapathippillay Kandiah of Puloly West Plaintiff. No. 423. Vs.

(1) Kathirkamer Velupillay and wife (2) Varaththaip-pillay, (3) Muttupillay, widow of Ammaiappillai, all of Point Pedro Defendants.

UNDER and by virtue of commission issued to me in the above case, I, C. Valaththir Nagalingam, Commissioner, offer for sale the under-mentioned property on Wednesday, January 20, 1932, commencing at 10 A.M. by public auction at the respective spots:—

Description of Property.

1. Land situated at Point Pedro Vennipakuthevan-kurichchy Unthuvaththayil, in extent 4 1/2 lachams varagu culture, together with coconut trees, stone built house, and well; and bounded on the east and north by lane, west by the property of Singaravelue Venayagam and others, and south by the property of Rajaretnam, widow of Poothatamby, and others. Of this an undivided 1/2 of 1/2 share.

2. Land situated at ditto Singhapakuthenankurichchy called Salleymanal, in extent 61 lachams varagu culture, of this the extent of 30 1/2 lachams on the north together with palmyrahs, young palmyrahs, coconut trees, tamarind trees, mango tree, Iluppai trees, huts, and wells; and bounded on the east by the property belonging to Sidam-paranadarajah Ampalavanaswamy temple, north by lane and Crown land, west by the property of Somasundaram Arunasalem and others, and south by front of lane and by the property of Veerapper Mailue and others. Of this an undivided 1/2 of 1/2 share.

3. Land situated at ditto Vennipakuthevanankurichchy called Unthuvatheni, in extent 9 lachams varagu culture, together with stone built house, well, and cocconut trees; and bounded on the east by the property of Kanapathippillay Muttuvelue and the property belonging to Vyravar temple, north by lane and by the property of Kanapathippillay Muttuvelue, west by lane, and south by the property of Kanapathippillay Punniamoorthy. Of this an undivided 1/2 share.

Point Pedro, December 10, 1931. C. V. NAGALINGAM, Commissioner.

Application for Enrolment as a Notary Public.

I, ADIKARIMUDIYANSELAGE KIRIBANDA TILLE-KERATNA of Marawita in the District of Kurunegala, do hereby give notice in terms of rule 2 in schedule 1B of Ordinance No. 1 of 1907, that, three months' hence, I shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language in the District of Galle.

October 8, 1931.

A. M. K. TILLEKERATNA.

Cancellation and Revocation of Power of Attorney.

I, AWANNA RAWANNA MANA RAMAN CHETTIAR of Ratnapura, do hereby give notice to the general public and all concerned that the powers of attorney No. 1552 dated March 27, 1926, and attested by R. N. Asirwatham of Ratnapura, Notary Public, and No. 1558 dated December 18, 1929, and attested by John Wilson of Colombo, Notary Public, and No. 1432 dated September 3, 1930, and attested by C. Perumalpillai of Colombo, Notary Public, granted by me to A. R. M. Arumugam Chettiar, now in Koolipirai, Pudukote State, South India, have been revoked and cancelled as from November 18, 1931.

I shall not hereafter be responsible as Principal for any dealings had or done with the said A. R. M. Arumugam Chettiar.

November 18, 1931.

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Cancellation of Power of Attorney.

PLEASE take notice that power of attorney No. 21 attested by Mr. R. Muttusamy of Colombo, Notary Public, and granted by us in favour of (1) P. L. Arunasalam Chettiar, and (2) N. Ramasamy Chettiar, and also powers of attorney Nos. 1065 and 101 attested by J. Thambiah Bartlett of Colombo, Notary Public, and R. Muttusamy of Colombo, Notary Public, granted by us in favour of S. P. Sidambaram Chettiar is hereby cancelled as the business of the firm or vilasam of "A. R. R. M." or "ANA ROONA RAVENNA MANA" has been discontinued.

- (1) P. L. ARUNASALAM CHETTIAR.
(2) N. RAMASAMY CHETTIAR.

141, Sea street, Colombo, December 10, 1931.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

We hereby give notice that we have on August 26, 1931, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1932:—

Name and address of applicant: W. D. Carolis, 13, First Cross street, Colombo.

Description of licence or licences applied for: Wholesale and off-retail licence.

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

Situation of premises to be licensed: 1, "Carlton Building", at the junction of Colpetty road and Lauries road.

W. D. CAROLIS.

We hereby give notice that we have on November 19, 1931, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1932, in compliance with Excise Notification No. 200 of September 18, 1930:—

Name and address of applicant: P. G. Gomez & Co., Main street, Negombo.

Description of licence of licences applied for: (1) Medicated Wines, (2) Rectified spirits.

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

Situation of premises to be licensed: 48, Main street.

C. GOMEZ, Partner, P. G. GOMEZ & Co., Negombo.

MISCELLANEOUS DEPARTMENTAL NOTICES.

In the matter of the Uva Motor Service Limited: and in the matter of "The Joint Stock Companies Ordinance, 1861," and Ordinance No. 22 of 1866.

WHEREAS there is reason to believe that "The Uva Motor Service, Limited, which was incorporated on June 14, 1924, under the provisions of the Joint Stock Companies Ordinance, No. 4 of 1861, is not carrying on business or in operation:

Now know Ye that I, Chinnappah Coomaraswamy, Registrar of Companies, do, in terms of the provisions of the Ordinance No. 22 of 1866 and section 295 (5) of the Companies Act, 1929, and in pursuance of the notification dated September 9, 1931, in the *Ceylon Government Gazette* No. 7,880 of September-11, 1931, hereby declare the name of the Uva Motor Service, Limited, has been struck off the Register of Joint Stock Companies kept in this office and the Company is hereby dissolved.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 11, 1931. Registrar of Companies.

Sale of Satinwood.

AN auction sale of the undermentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, January 23, 1932, at 9 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. The Officer conducting the sale may, at his discretion, require any bidder to deposit such sum of money as he considers necessary as security for completion of purchase and such bidder, if and when called upon to do so, shall immediately comply with this requirement. On failure to do so, his bid though it may be the highest is liable to be rejected.

4. Depot measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed. If any logs are not removed by the purchaser within the above specified period, a ground rent of cents 25 per log per diem will be payable and removal of such logs will not be permitted until such dues have been paid.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and to pay such sum of money as required by the officer conducting the sale by way of security or refuse or fail duly to complete the purchase and also to pay any ground rent due and remove the timber as provided for in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however have no claim to the profit, which shall accrue to Government.

7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.

10. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers who, as usual, should satisfy themselves as to its correctness before purchasing the logs:—

Division.	No. of Logs.	Cubic Feet.
North-Central	16	792
Uva	3	118
Eastern	16	745
	35	1,655

LIST OF SATINWOOD LOGS REFERRED TO.

North-Central Division.

C.T.D. No.	Divl. No.	Length. Ft.	Girth. in.	Cubic Ft.	Remarks.
426	72	16 0	5 11	35	Sound, streaked
427	53	20 0	5 8	40	Sound, plain
429	67	20 0	6 9	57	Sound, streaked
431	93	16 3	6 1	38	do.
433	56	16 6	6 1	38	do.
435	61	15 9	7 0	48	Sound, plain
437	83	14 3	6 9	41	Sound, streaked
438	87	17 9	6 11	53	Sound plain
439	54	17 6	6 5	45	do.
440	80	21 0	7 0	64	Sound, streaked
441	86	19 3	7 9	72	Sound, plain
443	76	16 0	8 4	69	do.
445	57	13 9	6 4	34	do.
447	78	29 3	5 6	55	Sound, streaked
449	60	24 6	6 0	55	Sound, plain
518	74	14 0	7 5	48	do.

Uva Division.

519	1895	15 3	6 2	36	Sound, plain
523	1707	13 9	7 5	47	do.
526	1732	14 9	6 2	35	Sound, streaked

Eastern Division.

481	72	14 9	8 0	59	Sound, plain
504	69	14 0	9 3	75	Partly unsound, streaked
506	129	19 6	6 1	45	Sound, plain
567	22	13 0	7 2	42	do.
579	7	13 3	6 7	36	Sound, streaked
585	31	15 3	6 6	40	Sound, plain
586	28	12 9	6 11	38	Partly unsound, streaked
587	21	15 3	6 10	44	Sound, plain
591	25	14 9	6 7	40	Sound, streaked
594	39	12 9	7 11	50	do.
595	38	13 3	8 0	53	Partly unsound plain
596	16	19 9	6 5	51	Sound, streaked
598	15	17 0	5 11	37	do.
599	34	16 6	6 8	46	do.
601	14	17 9	6 2	42	Sound, flowered
602	26	15 6	7 0	47	do.

Total .. 35 1,655

Office of the Conservator of Forests,
Colombo, December 15, 1931.

J. D. SARGENT,
Conservator of Forests.

Notice Calling for Applications.

APPLICATIONS will be received by the Government Agent, Central Province, at the Kandy Kachcheri, up to January 15, 1932, for the post of tax collector, Kadugannawa. No fixed salary is paid to the collector, but he is paid 5 per cent. commission on his collections, quarterly, as soon as the account for a quarter has been closed by him.

2. Only those who are prepared to give approved security if in cash to the amount of Rs. 1,000 or if in property to the amount of Rs. 1,500 need apply.

3. The Government Agent, Central Province, reserves the right to reject all applications or to appoint a person who has made no application under this notice if he so thinks fit.

4. Further information in regard to this post can be obtained from the office of the Sanitary Board at the address below.

The Kachcheri,
Kandy, December 16, 1931.

A. R. MACDONALD,
for Government Agent.

Rabies.

WHEREAS danger of rabies exists at present in Udu-goda Udasiya pattu of Matale North in Matale District, Central Province.

1. It is hereby proclaimed under the provisions of sections 10A (1) and (2) of the Rabies Ordinance, No. 7 of 1893, as amended by the Ordinance No. 6 of 1929, that Udu-goda Udasiya pattu of Matale North is an area 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 Udu-goda Udasiya pattu of Matale North and not being tied up, shall be liable to be destroyed forthwith.

The Kachcheri,
Matale, December 10, 1931.

C. E. JONES,
Assistant Government Agent.

Lease of Produce of the Rila-ellamukalana.

NOTICE is hereby given that the Government Agent, North-Western Province, will put up for sale by public auction, at the Kurunegala Kachcheri on January 16, 1932, at 10 A.M., the lease for five years of the produce of the under-mentioned trees and plantations in the Crown forest called Rilaellamukalana, situated in the village Polgolla in Madure korale of the Weudawili hatpattu in the District of Kurunegala, North-Western Province.

Rent will be recovered annually.

22 breadfruit trees	2 mango trees
35 jak trees	2 cotton trees
2 coconut trees	about 400 cacao trees.

1. The lease money for one year shall be paid by the purchaser in full on the day of sale.
2. The purchaser is entitled only to the produce of the trees.
3. The purchaser or his workmen shall not pick any immature nuts.
4. The purchaser or his workmen shall not cut any trees or interfere with any existing fence or boundary.
5. The purchaser shall weed the land and keep it in good order.
6. The purchaser shall take care of all young plants and maintain the fences if any, in good order.
7. The purchaser shall not assign, transfer, or sublet the land without the written permission of the Government Agent, North-Western Province, to do so.
8. The purchaser shall not sell or remove sand, &c., from the demised premises.
9. If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given—a *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion or thereof resumed by the Crown.
10. In the event of any breach of the foregoing conditions, the Government Agent, North-Western Province, shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
11. The purchaser shall at the expiration or sooner determination of the lease deliver up possession of the land to the Government Agent, North-Western Province, or any officer authorized by him, in good order and condition without any damage being done to the trees or to the land.
12. The Government Agent, North-Western Province, reserves the right to reject any or all offers.

J. R. WALTERS,
Acting Government Agent.

The Kachcheri,
Kurunegala, December 12, 1931.

Substitution of Registration of Building used for Christian Worship.

IN pursuance of the provisions of section 14 of the Ordinance No. 19 of 1907, relating to the Registration of Marriages other than the Marriages of Kandyans or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein in lieu of the building registered under Certificate No. 500 of July 10, 1931, which is no longer used for the public worship of the congregation on whose behalf it was registered:—

Number : 502.

Date of Registration : December 9, 1931.

Description : The Pentecostal Mission House.

Situation : No. 406, 3rd division, Maradana, Borella, Colombo Municipality, Colombo District.

Minister, or Proprietor, or Trustee : P. Paul, Minister.

Religious denomination on whose behalf the building is registered : The Ceylon Pentecostal Mission.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 9/12, 1931. Registrar-General.

Cancellation of Registration of Building used for Christian Worship.

IN pursuance of the provisions of section 14 of the Ordinance No. 19 of 1907, relating to the Registration of Marriages other than the Marriages of Kandyans or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building has ceased to be used for public Christian worship of the congregation on whose behalf it was registered:—

Number : 500.

Date of Registration : July 10, 1931.

Description : The Pentecostal Mission House.

Situation : 176, Norris Canal road, 3rd Division Maradana, Colombo District.

Minister, or Proprietor, or Trustee : P. Paul, Minister.

Religious denomination on whose behalf the building is registered : The Ceylon Pentecostal Mission.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 9/12, 1931. Registrar-General.

Registration of Place of Worship for Solemnization of Marriages.

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

Number : 503.

Date of Registration : December 14, 1931.

Description : Achchelu Wesleyan Mission Church.

Situation : Achchelu, Puttur, in Valikamam east, Jaffna District.

Minister, or Proprietor, or Trustee : Rev. M. S. Chinniah, Minister.

Religious denomination on whose behalf the building is registered : Wesleyan Methodist Missionary Society.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 14, 1931. Registrar-General.

Change of Management.

NOTICE is hereby given that the Rev. L. J. Gaster has been appointed Manager of the school mentioned below in place of Miss S. L. Page.

School referred to : J/Chundikuli C. M. S. Girls' College.

Education Office, L. MACRAE,
Colombo, December 9, 1931. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. W. Duraiswamy has been re-appointed Manager of the school mentioned below.

School referred to : J/Araly South T. M. School.

Education Office, L. MACRAE,
Colombo, December 8, 1931. Director of Education.

**Examination for English Teachers' Certificate in
Drawing, November, 1931.**

THE following candidates have passed the above examination held on November 30, 1931, and the following days:—

Index No.	Name.	School.
<i>First Grade—Men.</i>		
*B 2.	Varithamby, V. S.	..St. Mary's English School, Kalmunai
*C 1.	De Silva, W. W.	..Government Training College, Colombo
*C 2.	Felsingar, C. G. A.	..do.
*C 3.	Brough, J.	..do.
*C 6.	Perera, W. D. P.	..do.
*C 7.	Samaraweera, D. D. P.	..do.
*C 8.	Vethanayagam, P. M.	..do.
*C 9.	Wijegunawardana, J. C. D.	..do.
*CC 2.	De Silva, A. D.	..Government Technical Schools, Colombo
CC 3.	Bandaratilaka, M. R. W.	..Government Bilingual School, Green street, Colombo
*CC 4.	Elapata, V. G. T.	..St. Luke's English School, Ratnapura
*CC 13.	Perera, B. S. V.	..Government Technical Schools, Colombo
*CC 17.	Samarakoon, G. W.	..do.
CC 20.	Wijayasekara, P.	..Government Training School, Gampaha
J 1.	Chinnathamby, K.	..Hindu English School, Tondamannar
*J 3.	Jacob, M.	..Memorial English School, Manipay
J 5.	Navaratnam, S.	..Boys' English School, Vadukodai
<i>First Grade—Women.</i>		
*C 10.	Caspersz, A. B. C.	..Government Training College, Colombo
*C 11.	De Alwis, M. E.	..do.
*C 12.	Denlow, A.	..do.
*C 13.	James, A. E. M.	..do.
*C 14.	Gunaratna, K.	..do.
*C 15.	Wijesundara, S.	..do.
*CC 6.	Gunaratna, F. C. P.	..Vishaka Vidyalaya, Colombo

Index No.	Name.	School.
*CC 44.	Fernando, E.	..All Saints' Girls' English School, Borolla, Colombo
G 3.	Sister Mary Rita	..St. Michael's Convent, Ganyagama
<i>Second Grade, Men.</i>		
*C 16.	Caldera, H. W.	..Government Training College, Colombo
*C 17.	Dassanayaka, K. C.	..do.
*C 18.	David, A. B. C.	..do.
*C 19.	De Silva, D.	..do.
*C 19a.	De Silva, M. D.	..do.
*C 23.	Munasingha, P. N.	..do.
*C 24.	Panagoda, D. F. E.	..do.
*C 29.	Ranasingha, D. P.	..do.
*C 33.	Tissavarasingha, F. A. P.	..do.
*C 34.	Vangeyzel, J. H. S.	..do.
*C 35.	Welagedara, P. B. A.	..do.
CC 22.	Barnasuriya, A.	..Government Training School, Gampaha
*CC 24.	De Silva, J. O.	..Government Technical Schools, Colombo
*CC 25.	De Silva, T. C.	..do.
CC 29.	Henry, P. T.	..Government English School, Veyangoda
<i>Second Grade—Women.</i>		
*C 36.	Backus, H. R. C.	..Government Training College, Colombo
*C 37.	Burname, M.	..do.
*C 38.	De Alwis, P. D.	..do.
*C 42.	Fernando, N. F.	..do.
*C 44.	Luduvici, A. M.	..do.
*C 45.	Masilamany, H. L. M.	..do.
*C 47.	Perera, S. D. M.	..do.
*CC 50.	Mendis, D.	..Government Technical Schools, Colombo
J 10.	Ponnampalam, P.	..Girls' Bilingual School, Vembodai

* Denotes candidates who are not entitled to Certificates in Drawing till they become certificated teachers in English.

Education Office,
Colombo, December 15, 1931.

L. MACRAE,
Director of Education.

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

Local Option, 1932-33.—Kalutara District.

NOTICE is hereby given, in terms of Rule 6 of Excise Notification No. 146 published in *Gazette* dated August 14, 1925, as modified by Notifications Nos. 180, 187, 194, 202, 221, 222, and 225, that local option polls will be held for the re-grant of Tavern and Bar Licences within the town of Panadure, as follows:—

Taverns and Bars to be re-opened.	Date and Time of Polling.	Polling Station.
PANADURE NORTHERN AREA.*		
Walana arrack tavern ..	} Wednesday, January 20, 1932, 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	} Town Hall, Panadure
Pattiya North arrack tavern ..		
Pattiya North arrack tavern ..		
Oruwella arrack tavern ..		
Pattiya North Foreign liquor tavern ..		
Pattiya North Foreign liquor tavern ..		
Bar liquor licence for a Hotel ..		
PANADURE SOUTHERN AREA.†		
Walapolapattiya arrack tavern ..	} Saturday, January 23, 1932, 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	} Urban District Council office building
Nalluruwa arrack tavern ..		

* This area consists of the following villages, parts of Walana, Minuwanpitiya, whole of Pattiya North, and a portion of Pattiya South (all within the Panadure U. D. C.)

† This area consists of parts of Pattiya South, Nalluruwa, Wekada, Morawinne, Walapolapattiya, Kuruppumulla, Udahamulupattiya, Tantirimulla, Minuwanpitiya (all within the U. D. C. area of Panadure.)

2. Further information regarding the polls can be obtained on application at the Kalutara Kachcheri.

The Kachcheri,
Kalutara, December 15, 1931.

L. L. HUNTER,
Assistant Government Agent.

Local Option, 1932-33.—Kalutara District.

NOTICE is hereby given, in terms of rule 6 of Excise Notification No. 146 published in *Gazette* dated August 14, 1925, as modified by Notifications Nos. 180, 187, 194, 202, 221, 222, and 225, that a local option poll will be held for the abolition of the licence of the Horana Foreign Liquor Tavern, as follows :—

Date and Time of Polling.	Polling Station.
Wednesday, January 27, 1932, 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	Village Tribunal, Horana
<i>Villages comprised in the Polling area.</i> —Aramanagolla, Horana, Wewala, Owitiyagala, and Munagama.	

2. Further information regarding the poll can be obtained on application at the Kalutara Kachcheri.

The Kachcheri,
Kalutara, December 15, 1931.

L. L. HUNTER,
Assistant Government Agent.

Local Option, 1932-33.—Kalutara District.

NOTICE is hereby given, in terms of rule 6 of Excise Notification No. 146 published in *Gazette* dated August 14, 1925, as modified by Notifications Nos. 180, 187, 194, 202, 221, 222, and 225, that a local option poll will be held for the re-grant of the licence of the Wadduwa arrack tavern, as follows :—

Date and Time of Polling.	Polling Station.
Saturday, January 16, 1932 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	Talpitiya Government Girls' School * Government Girls' School, Wadduwa †

Villages comprised in the Polling area.—Pinwatta, Talpitiya North, Talpitiya South, Maha Wadduwa East, Maha Wadduwa West, Kuda Wadduwa, Molligoda, Melegama, and Pohaddaramulla.

* Voters of the following villages shall record their votes at this polling station : Pinwatta, Talpitiya North, and Talpitiya South.

† Voters of the following villages shall record their votes at this polling station : Maha Wadduwa East, Maha Wadduwa West, Kuda Wadduwa, Molligoda, Melegama, and Pohaddaramulla.

2. Further information regarding the poll can be obtained on application at the Kalutara Kachcheri.

The Kachcheri,
Kalutara, December 15, 1931.

L. L. HUNTER,
Assistant Government Agent.

Local Option Polls, Matale District.

IT is hereby notified that by virtue of the powers vested in him by rule No. 6 of the rules appearing in Excise Notification No. 146 as amended by Excise Notifications Nos. 180, 187, 194, 202, 221, 222, and 225, the Assistant Government Agent of the Matale District, has appointed the under-mentioned dates, times and places for recording the votes for the purpose of ascertaining whether 60 per cent. of voters in the final lists of voters are in favour of re-opening and/or opening the following arrack and toddy taverns and premises licensed for the sale of beer, and porter, shown in the schedule below, with effect from October 1, 1932 :—

SCHEDULE.			
<i>Time : 8 a.m. to 12 noon, and 1 p.m. to 6 p.m.</i>			
Name of Tavern or Licensed Premises.	Date.	Place of Poll.	Area.
Matale arrack and toddy taverns	January 16, 1932 ..	Borron Memorial Hall, Matale	Matale town area within the Urban District Council limits
Palapatwala arrack and toddy taverns	January 12, 1932 ..	Palapatwala Village Tribunal Courthouse	Udugama, Ellepola, Golahenwatte, Palapatwala, Makulgharuppa, Kongahamula, Kirigalpotta, Dombawela, Dorakumbura, Totagamuwa, Iriyagolla, Imbulandanda, Kottagoda
Kawdupellella arrack and toddy taverns and licensed premises for beer and porter	January 11, 1932 ..	No. 102, Kawdupellella (Lehellawatte)	Kawdupellella, Galwadukumbura, Puwakitiya, Pallewaradamuna, Mahawela, Ratalawewa, Dikkumbura, Galaliyadda, Tembilideniya, Weligamwela, Udawaradamuna

The Kachcheri,
Matale, December 15, 1931.

C. E. JONES,
Assistant Government Agent.

Notice regarding Local Option Polls to be held for the re-opening of the following Arrack and Toddy Taverns in the Matara District from 1932-33.

NOTICE is hereby given that the Assistant Government Agent of Matara, in exercise of the powers vested in him by rule 6 of the Excise Notification No. 146 as amended by the Excise Notifications Nos. 180, 187, 194, 202, 221, 222, and 225, has fixed the under-mentioned dates and places for recording the votes for the purpose of ascertaining whether 60 per cent. of the persons on the final list of voters in the area assigned to the under-mentioned taverns are in favour of regranting licences to open such taverns :—

No.	Name of Tavern.	Date and Time of Polling.	Polling Station.	Area.
1	Kotuwegoda (within Matara Urban District Council limits) arrack and toddy taverns	January 16, 1932, from 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	The Kachcheri, Matara	Matara Urban District Council limits
2	Nupe (within Matara Urban District Council limits) arrack and toddy taverns	January 16, 1932, from 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	The Kachcheri, Matara	Matara Urban District Council limits
3	Kamburugamuwa toddy tavern	January 21, 1932, from 8 A.M. to 12 noon and 1 P.M. to 6 P.M.	The Kamburugamuwa West Government Mixed School	Kamburugamuwa, Kotawila, Talarambe, Bandaramulla, Madihe East, Madihe West, Kanattogoda, Walgama North, Wewahamanduwa, Walgama South (outside Matara Urban District Council limits), and Walgama Central villages

The Kachcheri,
Matara, December 18, 1931.

B. F. PERERA,
Acting Assistant Government Agent.

MUNICIPAL COUNCIL NOTICES.**MUNICIPALITY OF COLOMBO.****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.

Town Hall, G. H. N. SAUNDERS,
Colombo, December 16, 1931. for Chairman.

SCHEDULE.

Premises No. and Street: 2G, Maligakanda road; Quarter and Year: 2nd quarter, 1931; Time of Sale: At 9 A.M. on Tuesday, January 12, 1932.

Premises No. and Street: 108/17-20, Domatagoda road; Quarter and Year: 2nd quarter, 1931; Time of Sale: At 9.30 A.M. on Tuesday, January 12, 1932.

Premises No. and Street: 156/4-5, Dematagoda road; Quarter and Year: 2nd quarter, 1931; Time of Sale: At 9.45 A.M. on Tuesday, January 12, 1932.

ROAD COMMITTEE NOTICES.**Branch Road from Maskeliya to Moray.**

(Situluganga Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1932, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 50.00
Private contributions	Rs. 50.13
Proprietors or Agents.	Estates. Acreage.
Ceylon Proprietary Tea Estates, Co., Ltd.	Forres .. 387
Uplands Tea Estates Co.	Moray and Valladolid .. 461
Do.	Geddes .. 198
Do.	Corfu .. 187
Do.	Rajamalle .. 212
Gartmore Ceylon Tea Co., Ltd.	Gartmore Group, Larchfield, Gartmore, Bevys, and Frogmore .. 848

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, December 4, 1931.

Maskeliya-Crudon Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1932, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 50.00
Private contributions	Rs. 50.12
Proprietors or Agents.	Estates. Acreage.
Sir Thomas Lipton	Bunyan .. 298
Do.	Ovoea .. 255
J. M. Robertson & Co.	Mocha .. 588
Bois Bros. & Co.	Queensland .. 281
Whittall & Co.	Bloomfield .. 262
Do.	Mottingham .. 258
Do.	Dunnottar .. 187
G. B. de Mowbray	Dotala .. 108
Whittall & Co.	Brunswick .. 256
Do.	Caskieben .. 206

Proprietors or Agents:	Estates.	Acreage.
J. M. Robertson & Co.	Midlothian ..	244
Do.	Deeside ..	441
Geo. Steuart & Co.	Glenugie ..	382
Do.	Bargrove ..	220

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, December 4, 1931.

Branch Road from Maskeliya to Moray.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1932, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 200.00
Private contributions	Rs. 200.50

Proprietors or Agents.	Estates.	Acreage.
Ceylon & Indian Planters' Association, Ltd.	Laxapana, York, and John's Land ..	866
Do.	Blantyre ..	239
Do.	St. Andrews ..	321
C. Johnson	Dalhouse ..	289
Do.	Situluganga ..	143
A. N. Greig	Suluganga ..	155
Ceylon Proprietary Tea Estates Co., Ltd.	Forres ..	387
Uplands Tea Estates Co.	Moray and Valladolid ..	461
Do.	Geddes ..	198
Do.	Corfu ..	187
Do.	Rajamalle ..	212
Gartmore Ceylon Tea Co., Ltd.	Gartmore Group, Larchfield, Gartmore, Bevys, and Frogmore ..	848

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

H. W. CODRINGTON,
Provincial Road Committee's Office, Chairman.
Kandy, December 4, 1931.

Chetnole-Rassagala Estate Cart Road.

REFERRING to the notice dated October 17, 1931, and published in the *Government Gazette* Nos. 7,889 and 7,890 of October 23 and 30, 1931, respectively, notice is hereby given that under section 14 of "The Estate Roads Ordinance, No. 12 of 1902," the under-mentioned gentlemen have been elected to form the Local Committee, to perform the duties imposed upon such Committee by the said Ordinance, in respect of the above road, for two years, namely, from October 23, 1931, to October 23, 1933:—

Messrs. (1) L. F. Watkins Baker (Chairman), (2) E. C. Fulkner, and (3) D. L. Alexander.

Provincial Road Committee, C. H. COLLINS,
Ratnapura, December 11, 1931. Chairman.

Bevilla-Digowa Estate Cart Road.

IT is hereby notified that under section 17 (1) of "The Estate Roads Ordinance, No. 12 of 1902," the under-mentioned gentlemen have been appointed to form the Local Committee, to perform the duties imposed upon such Committee by the said Ordinance, in respect of the above road, for two years, namely, from October 12, 1931, to October 12, 1933:—

Messrs. (1) Frank Murray (Chairman), (2) A. H. Markwick, and (3) D. D. Pedris.

The Provincial Road Committee, C. H. COLLINS,
Ratnapura, December 11, 1931. Chairman.

Bevilla-Digowa Estate Cart Road.

SCHEDULE of assessment of the estates for expenditure incurred for maintenance of the above road from October 1, 1930, to September 30, 1931.

The proprietors of the estates are requested to pay the contributions to the Chairman of the Local Committee, Mr. Frank Murray of Digowa estate, Parakaduwa, on or before February 10, 1932:—

SCHEDULE REFERRED TO.

Section A from Digowa Factory to Tatuwalakanda Boundary $\frac{2}{3}$ mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
			Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	85 45
Messrs. L. Bayly and R. G. Talbot	Digowa	564	96 39
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	22 22
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co.)	Pambagama	330	56 39
Total			260 45

Section B from Tatuwalakanda Boundary to Sittawakanga at Ambalampitiya, a distance of $1\frac{1}{2}$ miles.

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
			Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	72 35
Messrs. L. Bayly and R. G. Talbot	Digowa	564	81 60
Mr. D. D. Pedris, Colombo	Donrill	130	18 80
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co., Agents)	Pambagama	330	47 75
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	63 65

2nd section, $\frac{1}{2}$ mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
			Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	93 48
Messrs. L. Bayly and R. G. Talbot	Digowa	564	105 44
Mr. D. D. Pedris, Colombo	Donrill	130	24 30
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co., Agents)	Pambagama	330	61 69
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	82 26
Total			651 32

Section C from Sittawakanga at Ambalampitiya to Bevilla Cart Road, a distance of $2\frac{1}{2}$ miles.

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
			Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	86 92
Messrs. L. Bayly and R. G. Talbot	Digowa	564	98 5
Mr. D. D. Pedris, Colombo	Donrill	130	22 60
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co., Agents)	Pambagama	330	57 37
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	76 49
Mr. T. A. de S. Wijeratna, 37, Hospital street, Colombo	Panilla	185	32 16
Messrs. D. C. Wijewardana and D. L. Welikala, Proctor, Avissawella	Pathberiya	67	11 65
Mr. C. C. Wijetunge, 58, 37th lane, Wellawatta	Gangaturiya	30	5 22
Mr. R. B. Ratnayaka, 8, Deal Place, Colpetty	Egodakanda	25	4 34

2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
			Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500	96 80
Messrs. L. Bayly and R. B. Talbot	Digowa	564	109 19
Mr. D. D. Pedris, Colombo	Donrill	130	25 17
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co., Agents)	Pambagama	330	63 89
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	85 18
Mr. T. A. de S. Wijeratna, 37, Hospital street, Colombo	Panilla	185	35 81

Proprietors or Agents.	Estate Acreage.	Contribution.
		Rs. c.
Messrs. D. C. Wijewardana and D. L. Welikala, Proctor, Avissawella	Pathberiya	67 .. 12 97
Mr. C. C. Wijetunge, 58, 37th lane, Wellawatta	Gangaturiya	30 .. 5 81
Mr. R. B. Ratnayaka, 8, Deal Place, Colpetty	Egodakanda	25 .. 4 83
3rd section, $2\frac{1}{6}$ mile.		
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	500 .. 34 95
Messrs. L. Bayly and R. G. Talbot	Digowa	564 .. 39 43
Mr. D. D. Pedris, Colombo	Donrill	130 .. 9 9
The Superintendent, Pambagama estate, Eheliyagoda (Messrs. George Steuart & Co., Agents)	Pambagama	330 .. 23 7
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440 .. 30 76
Mr. T. A. de S. Wijeratna, 37, Hospital street, Colombo	Panilla	185 .. 12 94
Messrs. D. C. Wijewardana and D. L. Welikala, Proctor, Avissawella	Pathberiya	67 .. 4 69
Mr. C. C. Wijetunge, 58, 37th lane, Wellawatta	Gangaturiya	30 .. 2 10
Mr. R. B. Ratnayaka, 8, Deal Place, Colpetty	Egodakanda	25 .. 1 75
Total		993 23
Grand Total		1,905 0

Summary.

Estates.	Acreage.	Section.			Total.
		A Rs. c.	B Rs. c.	C Rs. c.	
Manikanda	500	85 45	165 83	218 67	469 95
Digowa	564	96 39	187 4	246 67	530 10
Donrill	130	22 22	43 10	56 86	122 18
Pambagama	330	56 39	109 44	144 33	310 16
Tatuwalakanda	440	—	145 91	192 43	338 34
Panilla	185	—	—	80 91	80 91
Pathberiya	67	—	—	29 31	29 31
Gangaturiya	30	—	—	13 13	13 13
Egodakanda	25	—	—	10 92	10 92
Total	2271	260 45	651 32	993 23	1905 0

Provincial Road Committee,
Ratnapura, December 15, 1931.

C. H. COLLINS,
Chairman.

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

URBAN DISTRICT COUNCIL, DEHIWALA-MOUNT LAVINIA.

BUDGET, 1932.

Estimated Revenue and Expenditure for 1932.

HEADS OF RECEIPTS.	Estimated Revenue.		Total.
	1932.	Rs. c.	
A.—General revenue:—			
(1) Property tax, 171 (1) (a)	80,000	0	
(2) Vehicles and animals tax, 173 (1) (b)	1,000	0	
(3) Licence duties	15,000	0	
(4) Other taxes, 173 (1) (d)	—	—	
(5) Refund of stamp duties (Schedule VI.)	1,750	0	
(6) Refund of liquor licences	4,000	0	
(7) Refund of police tax	—	—	
(8) Compensation for opium revenue	—	—	
(9) Fines by court (not included elsewhere)	200	0	
(10) Auctioneers and brokers licences	250	0	
(11) Interest on fixed deposits	100	0	
(12) Sale of old stores	25	0	
(13) Assessment arrears recovery	1,800	0	
(14) Registration of mortgages	10	0	
(15) Sale of tender forms	—	—	
(16) Tender fees	50	0	
(17) Refund of overpayments	—	—	
		104,185	0
B.—Thoroughfares:—			
(1) Subsidy in lieu of labour tax	11,068	0	
(2) Other collections, e.g., fines for injuries, &c. (97) cattle seizing fees (103) (4), sale of badges and faretables, &c.	1,600	0	
		12,668	0

HEADS OF RECEIPTS.	Estimated	Total.	HEADS OF PAYMENTS.	Estimated	Total.
	Revenue, 1932.			Expenditure, 1932.	
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
C.—Resthouses and ambalams :—			A.—General expenditure :—		
(1) Fees	—	—	(1) Salaries of officers—		
D.—Council lands and buildings (not included elsewhere) :—			(a) Secretary	2,940	0
(1) Rents	1,200	0	(b) Superintendent of Work	1,800	0
(2) Sale of produce	525	0	Assistant Superintendent of Works	1,500	0
		1,725	(c) Clerks	4,600	0
E.—Public health :—			(d) Peons	750	0
(1) General—			(e) Cost of technical advisers	300	0
(a) Fines under Part IV. Chapter III.	100	0	(f) Pensions	—	—
(b) Fees for services of midwife	—	—	(g) Revenue Inspector	1,385	0
(c) Sale of building application forms	50	0			13,275
(d) Grant for maternity home	1,000	0	(2) Establishment expenses—		
		1,150	(a) Allowances	1,130	0
(2) Scavenging—			(b) Travelling	3,360	0
(a) Fees, 168 (10) (b)	—	—	(c) Commission to tax collectors	3,500	0
(b) Sale of refuse (130)	100	0	(d) Assessors' fees	1,200	0
(c) Fines on contractors	100	0	(e) Legal expenses	200	0
		200	(f) Stationery, printing, advertising, and office expenses (not charged elsewhere)	2,700	0
(3) Conservancy—			(g) Registration of voters and elections	—	—
(a) Fees, 168 (10) (b)	1,250	0	(h) Cost of cart and boat plates	700	0
(b) Sale of refuse	—	—	(i) Cost of audit	1,750	0
(c) Fines on contractors and coolies	100	0	(j) Holiday Railway tickets	—	—
(d) Refund of wages and fees	—	—			14,540
		1,350	(3) Refunds—		
(4) Slaughter-house and cattle pound—			(a) Tax on motor vehicles	100	0
(a) Fees, 168 (11) (a)	600	0	(b) Assessment tax	25	0
(b) Sale of refuse	50	0	(c) Police Court fines	100	0
		650			225
(5) Water supply—			B.—Thoroughfares :—		
(a) Water rate, 141 (b), 146	—	—	(1) Salaries and wages	—	—
(6) Hospitals—			(2) Maintenance	16,500	0
(a) Contribution from Government	—	—	(3) Plant and tools	500	0
(b) Rent of hospital grounds	—	—	(4) Lighting	15,000	0
		—	(5) Dust laying	—	—
(7) Markets and galas—			(6) Cost of badges and faretables	—	—
(a) Rents, 168 (12)	4,500	0	(7) Acquisition	—	—
(b) Boutiques and stalls, 168 (12)	1,000	0	(8) Improvements	500	0
(c) Fees for private markets, 150 (3)	—	—	(9) Loan charges	10,845	0
(d) Licences, 163 (1)	—	—	(10) Shade trees	—	—
		5,500	(11) Surveys	100	0
F.—Public recreation, 168 (7), 170 (1) (b) :—			(12) New works	2,000	0
(1) Rents	—	—	(13) Cost of cutting down trees	—	—
(2) Cattle grazing fees	—	—			45,445
(3) Licences for public performances	50	0	C.—Rest-houses and ambalams :—		
		50	(1) Salaries	—	—
G.—Cemeteries (Ordinance No. 9 of 1899) :—			(2) Maintenance	—	—
(1) Fees	1,000	0	(3) Furniture and equipment	—	—
(2) Hire of hearse	—	—	(4) Improvements	—	—
		1,000			—
H.—Dog Registration (Ordinance No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893) :—			D.—Council lands and buildings (not included elsewhere) :—		
(1) Registration fees	250	0	(1) Wages	620	0
(2) Fines	—	—	(2) Commission to collectors	—	—
(3) Sale of dog collars	10	0	(3) Rent of office	—	—
(4) Seizing fees	10	0	(4) Maintenance	250	0
		270	(5) Furniture	100	0
I.—Weights and Measures (Ordinance No. 8 of 1876) :—			(6) Loan charges	—	—
(1) Fees for stamping	75	0	(7) Improvements to office	—	—
(2) Fines	50	0	(8) Construction	1,680	0
		125			2,650
J.—Electricity Department :—			E.—Public health :—		
(1) Sale of current	37,000	0	(1) General expenditure—		
(2) Rent of meters	3,600	0	(a) Salaries (Inspectors and midwife) and wages	7,150	0
(3) Works executed for customers	3,000	0	(b) Allowances	900	0
(4) Miscellaneous	—	—	(c) Uniforms	750	0
		3,000	(d) Printing	200	0
Total revenue		172,473	(e) Disinfectants	750	0
Other receipts—			(f) Instruments and drugs	200	0
Deposits	2,000	0	(g) Hire of ambulance	50	0
Refunds of advances	100	0	(h) Maternity and child welfare work	2,000	0
Stores advance account	—	—	(i) Fees for analysis of milk	100	0
		2,100			12,100
Total receipts		174,573	(2) Scavenging—		
			(a) Wages	8,000	0
			(b) Carts, bulls, and lorries	1,000	0
			(c) Stores	1,000	0
			(d) Incinerator	—	—
			(e) Maintenance of incinerator	—	—
					10,000
			(3) Conservancy—		
			(a) Wages	20,500	0
			(b) Carts, bulls, and lorries	1,000	0
			(c) Stores	2,500	0
			(d) Rent of night soil depôt	—	—
			(e) Maintenance of latrines	1,000	0
			(f) Acquisition	—	—
			(g) Construction	1,200	0
					26,200

HEADS OF PAYMENTS.	Estimated Expenditure, 1932.		Total.
	Rs.	c.	
(4) Slaughter-house and cattle pound—			
(a) Wages ..	300	0	
(b) Maintenance ..	150	0	
(c) Acquisition ..	—	—	
(d) Construction ..	600	0	
(e) Cattle disease ..	—	—	
			1,050 0
(5) Water supply—			
(a) Wages ..	—	—	
(b) Stores ..	—	—	
(c) Maintenance ..	300	0	
(d) Acquisition ..	—	—	
(e) Construction ..	—	—	
(f) Loan charges ..	—	—	
			300 0
(6) Hospitals—			
(a) Wages ..	—	—	
(b) Maintenance ..	—	—	
(c) Paupers ..	50	0	
(d) Plague ..	—	—	
			50 0
(7) Markets and galas—			
(a) Wages ..	640	0	
(b) Maintenance ..	200	0	
(c) Printing, &c. ..	—	—	
(d) Construction ..	—	—	
(e) Lighting ..	200	0	
			1,040 0
(8) Public recreation, 168 (7), 170 (1) (b)—			
(1) Wages ..	270	0	
(2) Maintenance ..	500	0	
(3) Allowance to band ..	—	—	
(4) Acquisition ..	—	—	
			770 0
G.—Cemeteries (Ordinance No. 9 of 1899) :—			
(1) Wages ..	1,350	0	
(2) Maintenance ..	25	0	
(3) Construction ..	500	0	
(4) Acquisition ..	—	—	
			1,875 0
H.—Dog Registration (Ordinance No. 25 of 1901 and Rabies Ordinance, No. 7 of 1893) :—			
(1) Destruction of dogs ..	50	0	
(2) Commission to collectors ..	25	0	
(3) Cost of dog collars ..	50	0	
(4) Cost of seizures ..	200	0	
			325 0
I.—Weights and Measures (Ordinance No. 8 of 1876) :—			
(1) Fees to Inspectors ..	—	—	
J.—Electricity Department :—			
(1) Generation of electricity—			
(a) Fuel or current ..	18,000	0	
(b) Oil, waste, and engine room stores ..	—	—	
(c) Salaries and wages at works ..	—	—	
			18,000 0
(2) Repairs and maintenance—			
(a) Buildings ..	—	—	
(b) Engines, boilers, machinery, and plant ..	—	—	
(c) Meters, switches, and other apparatus ..	25	0	
			25 0
(3) Service and house connections—			
(a) Materials ..	100	0	
(b) Labour (temporary) ..	50	0	
(c) Refunds ..	25	0	
			175 0
(4) Management and general expenses—			
(a) Salaries, &c. (Electrician and Clerk) ..	3,660	0	
(b) Salaries, &c. (outdoor staff) ..	4,595	0	
(c) Printing and stationery ..	400	0	
(d) Sundries ..	375	0	
			9,030 0
(5) Loan charges—			
(a) Interest ..	8,970	0	
(b) Capital repayment ..	7,400	0	
			16,370 0
K.—Fire protection ..	—	—	
Other payments—			
Refunds of deposits ..	2,000	0	
Advances ..	100	0	
Stores advance account ..	—	—	
			2,100 0
Total expenditure ..			173,445 0
Total payments ..			175,545 0

Financial Position.		Rs.	c.
Probable balance at the end of* 1931	..	9,500	0
Fixed deposits in bank	..	—	—
Add estimated revenue for 1932	..	174,573	0
Total	..	184,073	0
Deduct estimated expenditure, 1932	..	175,545	0
Probable balance at the end of the year	..	8,528	0

MARTIN P. WIJESINGHE,
Chairman.

Office of the Urban District Council,
Dehiwala, December 15, 1931.

Passed at the meeting held on December 14, 1931 :

MARTIN P. WIJESINGHE,
Chairman.

* Includes a deposit of Rs. 6,000 approximately to be refunded.

Loan Statement.

Date of Loan.	Total Payments made to December, 1931.		Balance due.	Final Date of Repayment of Loan.
	Rs.	Rs.		
1. 2.1917 ..	15,000..	14,000..	1,000..	1. 2.1932
12.11.1920 ..	60,000..	44,000..	16,000..	12.11.1935
10. 2.1921 ..	60,000..	40,000..	20,000..	10. 2.1936
ELECTRICITY DEPARTMENT.				
10.12.1930 ..	140,000..	Nil ..	140,000..	10.12.1956
28. 5.1931 ..	35,000..	Nil ..	35,000..	28. 5.1956
10.12.1931 ..	10,000..	Nil ..	10,000..	10.12.1956

Dehiwala-Mount Lavinia Urban District Council Elections, 1931.

It is hereby notified, under section 31 (3) of "The Local Government Ordinance, No. 11 of 1920," that the following candidates have been elected members of the Dehiwala-Mount Lavinia Urban District Council for the years 1932, 33, and 34, by a majority of votes :—

Division No. 2 : Mr. D. R. de S. Abhayanayake.
Division No. 3 : Mr. H. J. Peiris.
Division No. 4 : Mr. R. S. Perera.
Division No. 5 : Mr. S. K. Samarakkody.

The Kacheheri, M. M. WEDDERBURN,
Colombo, December 15, 1931. Government Agent.

MORATUWA URBAN DISTRICT COUNCIL. BUDGET, 1932.

Estimated Revenue of the Moratuwa Urban District Council for 1932.

HEADS OF RECEIPTS.	Estimated Revenue.		Total.
	Rs.	c.	
A.—General revenue :—			
(1) Property tax, 171 (1) (a)—			
(a) Previous year ..	10,000	0	
(b) Current year ..	35,000	0	
(2) Vehicles and animals tax, 173 (1) (b)—			
(a) Motor vehicles ..	9,000	0	
(b) Vehicles and animals ..	800	0	
(3) Licence duties ..	1,000	0	
(4) Other taxes, 173 (1) (d) ..	—	—	
(5) Refund of stamp duties (Schedule VI.)—			
(a) Boats Ordinance, 1900 ..	90	0	
(b) Butchers Ordinance, 1893 ..	20	0	
(c) Explosives Ordinance, 1902 ..	2	0	
(d) Firearms Ordinance, 1916 ..	600	0	
(e) Notaries Ordinance, 1907 ..	200	0	
(f) Proctors Ordinance, 1848 ..	350	0	
(g) Petroleum Ordinance, 1887 ..	300	0	
(h) Poisons Ordinance, 1901 ..	10	0	
(i) Vehicles Ordinance, 1916 ..	1,580	0	
(6) Refund of liquor licences ..	600	0	
(7) Refund of Police tax ..	9,000	0	
(8) Compensation for opium revenue ..	3,758	0	
(9) Fines by court (not included elsewhere)	—	—	
(10) Departmental fines ..	50	0	
(11) Auctioneers and brokers licences ..	50	0	
(12) Sale of old stores ..	25	0	
(13) Interest on fixed deposits ..	500	0	
(14) Refund of overpayments ..	—	—	
			72,935 0

HEADS OF RECEIPTS.		Estimated Expenditure.		Total.		HEADS OF PAYMENTS.		Estimated Expenditure.		Total.	
		Rs.	c.	Rs.	c.			Rs.	c.	Rs.	c.
B.—Thoroughfares :—											
(1) Subsidy in lieu of labour tax	..	12,577	77								
(2) Other collections—											
(a) Fines under Part IV., Chapter II.	..	—	—								
(b) Sale of fare table and badges	..	25	0								
(c) Stray cattle poundage	..	100	0								
(3) Contributions by Government	..	—	—	12,702	77						
C.—Resthouses and ambalams :—											
(1) Fees (60)	..	1,000	0								
(2) Other	..	—	—	1,000	0						
D.—Council lands and buildings (not included elsewhere) :—											
(1) Rents—											
(a) Town Hall	..	250	0								
(b) Other buildings	..	100	0								
(c) Land at Digarolle leased for petrol station	..	480	0								
(2) Sale of produce	..	195	0	1,025	0						
E.—Public health :—											
(1) General revenue—											
(a) Fines under Part IV., Chapter III.	..	250	0								
(b) Fees for services of midwife	..	—	—								
(c) Sale of vaccine	..	—	—								
(2) Scavenging—											
(a) Fees, 168 (10) (b)	..	30	0								
(b) Sale of refuse, 130	..	—	—								
(c) Other, e.g., fines on contractors and coolies	..	—	—								
(3) Conservancy—											
(a) Rate, 141	..	12	50								
(b) Sale of refuse, 130	..	—	—								
(c) Other, e.g., fines on contractors and coolies	..	50	0								
(4) Slaughter-house and cattle pound—											
(a) Fees, 168 (11) (a)	..	750	0								
(b) Sale of refuse	..	—	—								
(5) Water supply—											
(a) Water-rate, 141 (b) 146	..	—	—								
(6) Hospitals—											
(a) Contribution from Government	..	—	—								
(b) Rent of hospital grounds	..	—	—								
(7) Markets and galas—											
(a) Rents, 168 (12)	..	800	0								
(b) Boutiques and stalls, 168 (12)	..	7,800	0								
(c) Fees for private market, 150 (3)	..	—	—								
(d) Licences, 163 (1)	..	600	0	11,530	0						
F.—Public recreation, 168 (7), 170 (1) (b) :—											
(a) Rents	..	—	—								
(b) Cattle grazing fees	..	—	—								
Permits to graze cattle	..	—	—								
Value of grazing tickets lost	..	—	—								
(c) Licences for public performances	..	50	0	50	0						
C.—Cemeteries Ordinance, No. 9 of 1899 :—											
(1) Burial fees	..	—	—								
(2) Hire of hearse	..	—	—								
(3) Graves sold for erecting monuments	..	—	—								
(4) Fees for maintenance of burial grounds	..	—	—								
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—											
(1) Registration fees	..	250	0								
(2) Fines	..	10	0								
(3) Sale of dog collars	..	75	0								
(4) Seizing fees	..	—	—	335	0						
I.—Weights and Measures Ordinance, 8 of 1876 :—											
(1) Fees for stamping	..	75	0								
(2) Fines	..	—	—	75	0						
J.—Electricity Department :—											
(1) Sale of current	..	14,530	0								
(2) Rent of meters	..	1,200	0								
(3) Work executed for customers	..	1,000	0								
(4) Miscellaneous	..	100	0	16,830	0						
Total revenue	..	116,482	77								
A.—General expenditure :—											
(1) Salaries of officers (not otherwise charged)—											
(a) Secretary	..	2,520	0								
(b) Clerks	..	3,900	0								
(c) Superintendent of works	..	2,520	0								
(d) Revenue Inspector	..	1,020	0								
(e) Peons	..	804	0								
(f) Pensions	..	—	—								
(g) Cost of technical advisers	..	—	—								
(2) Establishment expenses—											
(a) Allowances (not otherwise charged)	..	1,740	0								
(b) Travelling	..	1,000	0								
(c) Holiday railway tickets	..	330	0								
(d) Commission to tax collectors (not otherwise charged)	..	3,500	0								
(e) Cost of writing assessment notices and receipts	..	100	0								
(f) Assessor's fees	..	840	0								
(g) Legal expenses	..	300	0								
(h) Stationery, printing, advertising, and office expenses, &c. (not otherwise charged)	..	4,000	0								
(i) Registration of voters and elections	..	100	0								
(j) Cost of cart plates	..	300	0								
(k) Cost of audit	..	1,200	0								
(3) Refunds—											
(a) Police Court fines, &c.	..	200	0								
						24,374	0				
B.—Thoroughfares :—											
(1) Salaries and wages—											
(a) Wages of survey cooly	..	330	0								
(b) Wages of drain coolies	..	375	0								
(2) Maintenance	..	8,000	0								
(3) Plant and tools	..	200	0								
(4) Lighting—											
(a) Wages of lamp lighters	..	692	0								
(b) Value of petrol, oil, &c.	..	6,000	0								
(c) Value of new lamps	..	—	—								
(5) Watering of streets	..	45	0								
(6) Cost of badges and fare tables	..	15	0								
(7) Acquisition	..	300	0								
(8) Improvements	..	—	—								
(9) Surveys	..	50	0								
(10) Loan charges	..	—	—								
(11) New works	..	—	—								
(12) Refunds	..	—	—								
						16,007	0				
C.—Resthouse and ambalams :—											
(1) Salaries	..	186	0								
(2) Maintenance	..	250	0								
(3) Furniture and equipment	..	100	0								
(4) Improvements	..	—	—								
						536	0				
D.—Council lands and buildings (not charged elsewhere) :—											
(1) Wages—											
(a) U. D. C. Office watcher	..	378	0								
(b) Garden cooly	..	300	0								
(2) Commission to collectors	..	—	—								
(3) Maintenance	..	1,000	0								
(4) Furniture	..	250	0								
(5) Police tax	..	—	—								
(6) Acquisition	..	—	—								
(7) Improvements	..	450	0								
(8) Loan charges	..	13,358	32								
(9) New works	..	—	—								
(10) Refunds	..	—	—								
						15,736	32				
E.—Public health :—											
(1) General expenditure—											
(a) Salaries	..	7,314	68								
(b) Allowances	..	2,892	0								
(c) Uniforms	..	382	0								
(d) Printing and stationery	..	100	0								
(e) Disinfectants	..	750	0								
(f) Instruments and drugs	..	250	0								
(g) Rainwater outlets	..	—	—								
(2) Scavenging—											
(a) Wages	..	7,608	0								
(b) Carts and bulls	..	—	—								
(c) Stores	..	50	0								
(d) Incinerator	..	100	0								
(3) Conservancy—											
(a) Wages	..	20,194	0								
(b) Carts, bulls, and lorry	..	100	0								
(c) Stores, stationery, &c.	..	200	0								
(d) Rent of night soil depôts	..	—	—								
(e) Maintenance of latrines	..	100	0								
(f) Acquisition	..	—	—								
(g) Construction	..	—	—								

HEADS OF PAYMENTS.	Estimated Expenditure		Total Rs. c.
	Rs.	c.	
(4) Slaughter-house and cattle pound—			
(a) Wages ..	288	0	
(b) Maintenance ..	50	0	
(c) Acquisition ..	—	—	
(d) Construction ..	—	—	
(e) Cattle disease ..	100	0	
(5) Water supply—			
(a) Wages ..	—	—	
(b) Stores ..	—	—	
(c) Maintenance ..	50	0	
(d) Acquisition ..	—	—	
(e) Construction ..	—	—	
(f) Loan charges ..	—	—	
(6) Hospitals—			
(a) Wages ..	—	—	
(b) Maintenance ..	—	—	
(c) Paupers ..	25	0	
(d) Contribution to I. D. H. ..	200	0	
(e) Contribution to Ayurvedic Dispensary ..	1,600	0	
(7) Markets and galas—			
(a) Wages ..	1,440	0	
(b) Maintenance ..	400	0	
(c) Printing ..	—	—	
(d) Acquisition ..	—	—	
(e) Construction ..	—	—	
(f) Loan charges ..	—	—	
			44,193 68
F.—Public recreation, 168 (7), 170 (1) (b) :—			
(a) Wages ..	—	—	
(b) Maintenance ..	—	—	
Cost of upkeep of grounds ..	—	—	
Grazing tickets ..	—	—	
(c) Allowance to band ..	—	—	
(d) Acquisition ..	—	—	
C.—Cemeteries Ordinance, No. 9 of 1899 :—			
(1) Wages ..	—	—	
(2) Maintenance ..	500	0	500 0
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—			
(1) Destruction of dogs ..	200	0	
(2) Commission to collector ..	—	—	
(3) Cost of dog collars ..	100	0	
(4) Cost of seizures ..	—	—	
(5) Dog pound maintenance ..	25	0	325 0
I.—Weights and Measures Ordinance, No. 8 of 1876 :—			
(1) Cost of standards ..	25	0	
(2) Fees to examiners ..	50	0	
(3) Stores ..	—	—	75 0
J.—Electricity Department :—			
(1) Generation of electricity—			
(a) Fuel or current ..	8,500	0	
(b) Oil waste and engine room stores ..	—	—	
(c) Salaries and wages at works ..	—	—	
(2) Repairs and maintenance—			
(a) Buildings ..	—	—	
(b) Engines, boilers, machinery, and plant ..	—	—	
(c) Meters, switches, and other apparatus ..	—	—	
(3) Service and house connections—			
(a) Materials ..	1,000	0	
(b) Labour (temporary) ..	400	0	
(4) Management and general expenses—			
(a) Salaries, &c., electrician and clerk ..	2,301	94	
(b) Salaries, &c., outdoor staff ..	2,000	0	
(c) Printing and stationery ..	500	0	
(d) Sundries ..	250	0	
(5) Loan charges—			
(a) Interest ..	4,500	0	
(b) Capital repayment ..	3,600	0	
Total expenditure ..			23,051 94
Estimated balance at the end of 1931 ..			124,798 94
Add estimated revenue for 1932 ..			10,000 0
			116,482 77
Deduct estimated expenditure 1932 ..			126,482 77
			124,798 94
Estimated balance at end of 1932 ..			1,683 83

Settled and adopted by the Council on December 12, 1931.

Urban District Council Office, H. I. FERNANDO,
Moratuwa, December 15, 1931. Chairman.

Property Rate for 1932.

IT is hereby notified that the notification dated October 2, 1931, and published in *Government Gazette* No. 7,886 of October 9, 1931, relating to the imposition by the Council of a property rate of 8½ per cent. is hereby cancelled.

V. S. A. DIAS,
Chairman.

The Urban District Council Office,
Panadure, December 10, 1931.

URBAN DISTRICT COUNCIL, PANADURE. Budget of the Panadure Urban District Council for the Year 1932.

	Amount. Rs. c.	Total. Rs. c.
A.—General revenue :—		
(1) Property tax, 171 (1) (a) ..	30,253 0	
(2) Acreage tax, 171 (1) (b) ..	—	
(3) Vehicles and animals tax, 173 (1) (b) ..	450 0	
(4) Licence duties ..	1,100 0	
(5) Other taxes 173 (1) (d) ..	—	
(6) Refund of stamp duties (Schedule VI.) ..	21,080 0	
(7) Refund of liquor licences ..	750 0	
(8) Refund of Police tax ..	6,000 0	
(9) Compensation for opium revenue ..	5,180 0	
(10) Fines by Court (not included elsewhere) ..	25 0	
(10A) Departmental fines ..	50 0	
(11) Pension contributions ..	—	
(12) Assessment arrears recovery, surplus costs ..	500 0	
(13) Interest from bank ..	100 0	
(14) Sale of old stores ..	—	65,488
B.—Thoroughfares :—		
(1) Subsidy in lieu of labour tax ..	4,600 0	
(2) Other collections, e.g., fines for injuries, &c., 97, and sale of badges and fare tables ..	100 0	
(3) Contributions by Government ..	50 0	4,750 0
C.—Resthouse and ambalams :—		
(1) Fees (60) ..	—	
D.—Council lands and buildings (not included elsewhere) :—		
(1) Rents ..	250 0	
(2) Sale of produce ..	50 0	300 0
E.—Public Health :—		
(1) General Revenue—		
(a) Fines under Part IV. Chapter III. ..	50 0	50 0
(2) Scavenging—		
(a) Fees 168 (10) (b) ..	—	
(b) Sale of refuse 130 ..	100 0	
(c) Fines on contractors ..	50 0	150 0
(3) Conservancy—		
(a) Rate (section 141) ..	—	
(b) Sale of refuse 130 ..	—	
(c) Fines on contractors ..	50 0	50 0
(4) Slaughter-house and cattle pound—		
(a) Fees 168 (11) (a) ..	900 0	
(b) Sale of refuse ..	—	900 0
(5) Water supply—		
(a) Water rate 141 (b) 146 ..	—	
(6) Hospitals —		
(a) Contribution from Government ..	100 0	
(b) Rent of hospital grounds ..	25 0	125 0
(7) Markets—		
(a) Rents 168 (12) ..	9,580 0	
(b) Boutiques and stalls 168 (12) ..	—	
(c) Fees from private markets 150 (3) ..	—	
(d) Licences 163 (1) ..	—	9,580 0
F.—Public recreation 168 (7) 170 (1) (b) :—		
(1) Rents ..	50 0	
(2) Cattle grazing fees ..	—	
(3) Licences for public performances ..	50 0	100 0
G.—Cemeteries Ordinance, No. 9 of 1899 :—		
(1) Fees ..	350 0	
(2) Hire of hearse ..	—	
(3) Graves sold for erecting monuments ..	50 0	400 0
H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893 :—		
(1) Registration fees ..	50 0	
(2) Fines ..	—	
(3) Sale of dog collars ..	—	50 0

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
I.—Weights and Measures Ordinance, No. 8 of 1876 :—					
(1) Fees for stamping	—	—	(3) Conservancy—		
(2) Fines	—	—	(a) Wages	2,500 0	
J.—Electricity Department :—			(b) Carts and bulls and lorry	1,150 0	
(1) Sale of current	24,320 0		(c) Stores	500 0	
(2) Rent of meters	1,800 0		(d) Rent of night soil depôt	—	
(3) Work executed for customers	4,750 0		(e) Maintenance of latrines	650 0	
(4) Miscellaneous	100 0		(f) Acquisition	—	
K.—Fire protection	—		(g) Construction	—	
			(h) Saw dust	—	
			(i) Improvements	—	
			(j) Contract fees	11,500 0	16,300 0
Total Revenue		30,970 0			
Estimated balance on December 31, 1931		112,913 0	(4) Slaughter-house and cattle pound—		
		30,000 0	(a) Wages	—	
		142,913 0	(b) Maintenance	200 0	
			(c) Acquisition	—	
			(d) Construction	—	200 0
EXPENDITURE.			(5) Water supply—		
A.—General Expenditure :—			(a) Wages	—	
(1) Salaries of Officers (not otherwise charged)—			(b) Stores	—	
(a) Secretary	3,450 0		(c) Maintenance	500 0	
(b) Revenue Inspector	1,260 0		(d) Acquisition	—	
(c) Clerks	3,720 0		(e) Construction	—	
(d) Peons	732 0		(f) Loan charges, principal repaid, Interest	—	
(e) Cost of technical advisers	50 0		(g) Preliminary investigations	5,000 0	5,500 0
(f) Pensions	—	9,212 0	(6) Hospitals—		
(2) Establishment expenses—			(a) Wages	150 0	
(a) Allowances (not otherwise charged)	915 0		(b) Maintenance	200 0	
(b) Travelling	150 0		(c) Paupers	250 0	
(c) Commission to tax collectors (not otherwise charged)	2,163 0		(d) Contribution towards Ayurvedic Dispensary	—	600 0
(d) Assessors fees	410 0		(7) Markets and galas—		
(e) Legal expenses	100 0		(a) Wages	1,340 0	
(f) Stationery, printing, advertising, and office expenses, &c. (not otherwise charged)	2,250 0		(b) Maintenance	910 0	
(g) Registration of voters and elections	100 0		(c) Printing	—	
(h) Cost of cart plates	150 0		(d) Acquisition	—	
(i) Cost of audit	1,025 0		(e) Construction	—	
(j) Holiday railway tickets	—	7,263 0	(f) Loan charges	—	
(3) Refunds	1,000 0	1,000 0	(g) Improvements	—	2,750 0
B.—Thoroughfares :—			F.—Public recreation 168 (7), 170 (1) (b) :—		
(1) Salaries and wages	2,856 0		(a) Wages	300 0	
(2) Maintenance	8,435 0		(b) Maintenance	100 0	
(3) Plant and tools	100 0		(c) Allowance to band	—	
(4) Lighting	6,850 0		(d) Acquisition	—	400 0
(5) Watering of streets	—		G.—Cemeteries Ordinance, No. 9 of 1899 :—		
(6) Cost of badges and fare tables	—		(1) Wages	1,200 0	
(7) Acquisition	4,200 0		(2) Maintenance	200 0	
(8) Improvements	500 0		(3) Construction	—	1,400 0
(9) Surveys	100 0		H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893 :—		
(10) Loan charges	—		(1) Destruction of dogs	500 0	
(11) Refunds	—		(2) Commission to collectors	10 0	
(12) New works	4,000 0		(3) Cost of dog collars	—	
(13) Town survey	500 0	27,541 0	(4) Cost of seizers	—	
C.—Resthouse and ambalams :—			(5) Maintenance (dog pound)	—	510 0
(1) Salaries	—		I.—Weights and Measures Ordinance, No. 8 of 1876 :—		
(2) Maintenance	—		(1) Cost of Standard Weights and Measures	—	
(3) Furniture and equipment	—		(2) Fees to inspectors	—	
D.—Council lands and buildings (not otherwise charged) :—			J.—Electricity Department :—		
(1) Wages	650 0		(1) Generation of electricity—		
(2) Commission to collectors	—		(a) Fuel or current	11,200 0	
(3) Rent of office	225 0		(b) Oil waste and engine room stores	—	
(4) Maintenance	300 0		(c) Salaries and wages at works	—	
(5) Furniture	100 0		(2) Repairs and maintenance	500 0	
(6) Police tax	—		(a) Buildings	—	
(7) Acquisition	—		(b) Engines, boilers, machinery, and plant	—	
(8) Improvements	3,000 0		(c) Meters, switches, and other apparatus	100 0	
(9) Loan charges	—	4,275 0	(3) Service and house connections—		
E.—Public Health :—			(a) Materials	2,000 0	
(1) General Expenditure—			(b) Labour (temporary)	750 0	
(a) Salaries	4,200 0		(4) Management and general expenses—		
(b) Allowances	1,740 0		(a) Salaries, &c., electrician and clerk	2,256 0	
(c) Uniform	450 0		(b) Salaries, &c., outdoor staff	2,070 0	
(d) Printing and stationery	—		(c) Printing and stationery	400 0	
(e) Disinfectants	750 0		(d) Sundries	109 0	
(f) Midwife's requirements	100 0				
(g) Rain water outlets	1,000 0				
(h) Contour survey (Drainage)	1,000 0				
(i) Contribution towards child W. L.	300 0	9,540 0			
(2) Scavenging—					
(a) Wages	800 0				
(b) Carts and bulls and lorry	1,150 0				
(c) Stores	—				
(d) Contract fees	5,500 0	7,450 0			

	Amount. Rs. c.	Total. Rs. c.
(5) Loan charges—		
(a) Interest ..	7,500 0	
(b) Capital repayment ..	6,000 0	
		32,876 0
K.—Fire protection ..	—	—
Total expenditure ..	126,817 0	0
Estimated balance on December 31, 1932 ..	16,096 0	0
Total ..	142,913 0	0

Settled and adopted by the Council on November 16, 1931 and December 4, 1931.

The Urban District Council Office,
Panadure, December 4, 1931.

V. S. A. DIAS,
Chairman.

Budget of the Kalutara Urban District Council for the Year 1932.

REVENUE.	Amount. Rs. c.	Total. Rs. c.
A.—General revenue :—		
(1) Property tax, 171 (1) (a)—		
(a) Previous year ..	7,435 0	
(b) Current year ..	23,255 0	
(2) Acreage tax, 171 (1) (b) ..	—	
(3) Vehicles and animals tax, 173 (1) (b), carriages, carts, &c. ..	400 0	
(4) Licence duties, motor vehicles, other ..	8,000 0	
(5) Other taxes, 173 (1) (d) ..	—	
(6) Refund of stamp duties, schedule VI. (not included elsewhere) ..	2,500 0	
(7) Refund of liquor licences ..	1,800 0	
(8) Refund of Police tax ..	14,900 0	
(9) Compensation for opium revenue ..	3,588 0	
(10) Fines by court (not included else- where) ..	300 0	
(11) Pension contributions ..	—	
(12) Interest on fixed and current depos- it in Bank and Kachcheri ..	800 0	
(13) Auctioneer's and Brokers' Licence Ordinance, No. 25 of 1922 ..	100 0	
(14) Refunds of overpayments ..	—	
(15) Sale of old stores ..	—	
(16) Sale of building application forms ..	20 0	
(17) Refund of Custom Duties ..	—	63,098 0
B.—Thoroughfares :—		
(1) Subsidy in lieu of labour tax ..	5,371 0	
(2) Other collections ..	750 0	
(3) Contribution by Government for roads ..	200 0	
		6,321 0
C.—Resthouses and ambalams :—		
(1) Fees, 60 ..	2,000 0	
(2) Other ..	—	2,000 0
D.—Council land and buildings (not included elsewhere) :—		
(1) Rents ..	300 0	
(2) Sale of produce ..	30 0	
		330 0
E.—Public health :—		
(1) General revenue—		
(a) Fines under Part IV., Chapter III. ..	—	
(b) Fees for services of midwife ..	30 0	
		30 0
(2) Scavenging—		
(a) Fees, 168 (1) (b) ..	—	
(b) Sale of refuse, 130 ..	—	
(c) Other, e.g., fines on contractors, labourers, &c. ..	—	
(3) Conservancy—		
(a) Rate, 171 ..	—	
(b) Sale of refuse, 130 ..	—	
(c) Other, e.g., fines on contractors, labourers, &c. ..	—	
(4) Slaughter-houses and cattle pounds—		
(a) Fees, 168 (11) (a) ..	1,200 0	
		1,200 0
(5) Water supply—		
(a) Water-rate, 141 (b), (146) ..	—	
(6) Hospitals—		
(a) Contribution from Government ..	—	
(b) Rent of hospital grounds ..	—	
(7) Markets and galas—		
(a) Rents, 168 (12) ..	4,000 0	
(b) Boutiques and stalls, 168 (12) ..	—	
(c) Fees for private markets, 150 (3) ..	—	
(d) Licences, 163 (1) ..	40 0	
		4,040 0

	Amount Rs. c.	Total Rs. c.
F.—Public recreation, sections 168 (7) and 170 (1) (b) :—		
(1) Rents ..	20 0	
(2) Cattle grazing fees ..	60 0	
(3) Licences for public performances ..	20 0	
		100 0

	Amount Rs. c.	Total Rs. c.
G.—Cemeteries Ordinance, No. 9 of 1899 :—		
(1) Burial fees ..	300 0	
(2) Hire of hearse ..	40 0	
(3) Graves sold for erecting monuments ..	—	
(4) Fees for maintenance of ground ..	—	
		340 0

	Amount Rs. c.	Total Rs. c.
H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893, and Ordinance No. 6 of 1929 :—		
(1) Registration fees ..	100 0	
(2) Fines ..	—	
(3) Sale of dog collars ..	15 0	
(4) Seizing fees ..	—	
		115 0

	Amount Rs. c.	Total Rs. c.
I.—Weights and Measures Ordinance, No. 8 of 1876 :—		
(1) Fees for stamping ..	—	
(2) Fines ..	—	

	Amount Rs. c.	Total Rs. c.
J.—Electricity Department :—		
(1) Sale of current ..	—	
(2) Rent of meters ..	—	
(3) Works executed for customers ..	—	
(4) Miscellaneous ..	—	

Total Estimated Revenue .. 77,574 0

EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.
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A.—General expenditure :—		
(1) Salaries of officers (not otherwise charged)—		
(a) Secretary ..	2,958 0	
(b) Supervisor of works ..	1,632 0	
(c) Chief clerk ..	1,734 0	
(d) Second clerk ..	810 0	
(e) Third clerk ..	828 0	
(f) Fourth clerk ..	559 0	
(g) Revenue inspector ..	1,053 0	
(h) Peon ..	285 0	
(i) Messengers ..	240 0	
(j) Cost of technical advisers ..	—	
(k) Pensions ..	—	
		10,099 0
(2) Establishment expenses—		
(a) Allowances (not otherwise charged) house, bicycle, uniform ..	1,317 0	
(b) Travelling ..	10 0	
(c) Commission to collectors of prop- erty tax, and clerical assistance (not otherwise charged) ..	2,000 0	
(d) Assessors fees ..	350 0	
(e) Legal expenses ..	100 0	
(f) Stationery, printing, advertising, and office expenses, &c., postage stamps, Gazette, &c., fees for branding carts (not otherwise charged) ..	1,800 0	
(g) Registration of voters and elec- tions ..	100 0	
(h) Cost of cart plates ..	200 0	
(i) Cost of audit ..	900 0	
(j) Cost of assessment number plates ..	—	
(k) Holiday railway tickets ..	—	
		6,777 0
(3) Refunds ..	200 0	
		200 0
(4) Contributions to Friend-in-Need Society ..	50 0	
		50 0
B.—Thoroughfares :—		
(1) Salaries and wages, road overseer ..	1,094 0	
(2) Maintenance of roads, drains, chan- nels, and lagoon, grant to P. W. D. ..	7,550 0	
(3) Plant and tools ..	300 0	
(4) Lighting—		
Contract, repairs to lamps, new lamps ..	4,750 0	
(5) Watering of streets ..	200 0	
(6) Badges, fare tables, and cattle seizers' fees ..	—	
(7) Acquisition ..	—	
(8) Improvements ..	1,095 0	
(9) Loan charges—		
Principal ..	1,250 0	
Interest ..	563 0	
(10) Refunds ..	—	
(11) New works ..	24,875 0	
		41,677 0

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
C.—Resthouses and ambalams :—			H.—Dog Registration Ordinance No. 25 of 1901, Rabies Ordinance, No. 7 of 1893, and Ordinance No. 6 of 1929 :—		
(1) Salaries, resthousekeeper, labourer	576 0		(1) Destruction of dogs	350 0	
(2) Maintenance	560 0		(2) Commission to collectors	—	
(3) Furniture and equipment, telephone	750 0		(3) Cost of dog collars	—	
(4) Improvements	1,026 0	2,912 0	(4) Cost of seizures	—	
			(5) Maintenance of dog pound	—	350 0
D.—Council land and buildings (not charged elsewhere) :—			I.—Weights and Measures Ordinance No. 8 of 1876 :—		
(1) Wages	288 0		(1) Fees	—	
(2) Commission to collectors	—		(2) Stores	—	
(3) Rent of office	—				
(4) Maintenance, office, Town Hall, bathing places	2,078 0		J.—Electricity Department :—		
(5) Furniture	100 0		(1) Generation of electricity—		
(6) Police tax	—		(a) Fuel for current	—	
(7) Loan charges—		2,466 0	(b) Oil, waste and engine room stores	—	
Principal	—		(c) Salaries and wages at works	—	
Interest	—		(2) Repairs and maintenance—		
			(a) Buildings	—	
E.—Public health :—			(b) Engines, boilers, machinery, and plant	—	
(1) General expenditure—			(c) Meters, switches, and other apparatus	—	
(a) Salaries, sanitary inspectors, midwife, disinfecting labourer	4,023 0		(3) Service and house connections—		
(b) Allowances, bicycle	1,440 0		(a) Materials	—	
(c) Uniform, boot allowance, helmets	285 0		(b) Labour (temporary)	—	
(d) Printing, stationery	—		(4) Management and general expenses—		
(e) Disinfectants	700 0		(a) Salaries, and electrician and clerk	—	
(f) Preventive measures	75 0		(b) Salaries and outdoor staff	—	
(g) Maintenance of vagrants at House of Detention	—		(c) Printing and stationery	—	
(h) Health unit	10 0	6,533 0	(d) Sundries	—	
(2) Scavenging—			(5) Loan charges—		
(a) Wages, overseer, lorry driver, cleaner, road sweepers, rake labourers, drain, refuse depôt	4,737 0		(a) Interest	—	
(b) Carts, bulls, and lorries, flushing drains, petrol, &c.	2,935 0		(b) Capital repayment	—	
(c) Stores	200 0	7,872 0	K.—Fire protection		
(3) Conservancy—					
(a) Wages, lorry driver, cleaner, overseer, kangany, public latrine labourers, house and trenching labourers	6,885 0		Total Estimated Expenditure	102,198 0	
(b) Carts, bulls, and lorries petrol	1,640 0		Shortage to be met from surplus for 1931	24,624 0	
(c) Stores	500 0				77,574 0
(d) Rent of night soil depôt and trenching grounds	—		Settled and adopted by Council on November 26, 1931:		
(e) Maintenance of latrines	200 0		OLIVER C. D'ALWIS, Chairman.		
(f) Acquisition	—		URBAN DISTRICT COUNCIL, MATALE.		
(g) Construction	10,600 0	19,825 0	Budget for the Year 1932.		
(4) Slaughter-houses and cattle pounds :—			REVENUE.		
(a) Wages	251 0		Amount. Rs. c.	Total. Rs. c.	
(b) Maintenance	112 0		A.—General revenue :—		
(c) Acquisition	—		(1) Property tax (171, 1 (a))	25,000 0	
(d) Construction	—		(2) Acreage tax (171, 1 (b))	—	
(e) Cattle disease	10 0	373 0	(3) Vehicles and animals tax (173, 1 (b))	700 0	
(5) Water supply—			(4) License duties	11,000 0	
(a) Wages	—		(5) Other taxes (173, 1 (d))	—	
(b) Stores	—		(6) Refund of stamp duties (Schedule VI.)	1,250 0	
(c) Maintenance	—		(7) Refund of liquor licences	2,250 0	
(d) Acquisition	—		(8) Refund of Police tax	12,500 0	
(e) Construction	—		(9) Compensation for opium revenue	2,844 0	
(f) Loan charges—			(9) (a) Refund of Customs duty	—	
Principal	—		(10) Fines by court (not included elsewhere)	10 0	
Interest	—		(10) (a) Fines, departmental	5 0	
(6) Hospitals—			(11) Auctioneers' and brokers' licences	60 0	
(a) Wages	—		(12) Assess costs, surplus	—	
(b) Maintenance of I. D. H.	20 0		(13) Pension contributions	—	
(c) Paupers, maintenance, burials, &c.	50 0		(14) Fees for registration of mortgages	10 0	
(d) Stores	10 0	80 0	(15) Interest from bank	100 0	
(7) Markets and galas—			(16) Sale of old stores	10 0	
(a) Wages	251 0		(17) Refunds of overpayments	—	55,739 0
(b) Maintenance	1,135 0		B.—Thoroughfares :—		
(c) Acquisition	—		(1) Subsidy in lieu of labour tax	4,782 60	
(d) Construction	—	1,386 0	(2) Other collections, e.g., fines for injuries, &c. (Chapter 2), sale of badges and fare tables, fines on and sale of stray cattle (102)	600 0	
(3) Contribution by Government	—		(3) Contribution by Government	—	5,382 60
F.—Public recreation, sections 163 (7) and 170 (1) (b) :—			C.—Resthouse and ambalams :—		
(1) Wages	—		(1) Fees (60)	1,000 0	1,000 0
(2) Maintenance	210 0		D.—Council lands and buildings (not included elsewhere) :—		
(3) Allowance to band	—		(1) Rents	500 0	
(4) Acquisition	—		(2) Sale of produce	75 0	
(5) Improvements	—	210 0			575 0
G.—Cemeteries Ordinance, No. 9 of 1899 :—					
(1) Wagee	1,123 0				
(2) Maintenance	265 0				
(3) Improvements	—	1,388 0			

REVENUE.		Amount.	Total.	EXPENDITURE.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
E.—Public health :—				B.—Thoroughfares :—			
(1) General revenue—				(1) Salaries and wages	..	1,770 0	
(a) Fines under Part IV., Chapter III.	100 0		100 0	(2) Maintenance	..	2,500 0	
(2) Scavenging—				(3) Plant and tools	..	150 0	
(a) Fees (168, 10 (b))	..	300 0		(4) Lighting	..	6,100 0	
(b) Sale of refuse (130)	..	5 0		(5) Watering of streets	..	—	
(c) Other, e.g., fines on contractors and labourers	..	5 0	310 0	(6) Cost of badges, fare tables, and cattle seizures fees	..	50 0	
(3) Conservancy—				(7) Acquisition	..	1,000 0	
(a) Fees (168, 10 (b))	..	9,000 0		(8) Improvements	..	1,000 0	
(b) Sale of refuse (130)	..	5 0		(9) Loan charges (drainage)	..	2,366 76	
(c) Other, e.g., fines on contractors and labourers	..	5 0	9,010 0	(10) New works	..	4,000 0	
(4) Slaughter-houses and cattle pound—				(11) Refunds	..	—	18,936 76
(a) Fees (168, 11 (a))	..	1,500 0		C.—Resthouse and ambalams :—			
(b) Sale of refuse	..	5 0	1,505 0	(1) Salaries	..	300 0	
(5) Water supply—				(2) Maintenance	..	200 0	
(a) Water rate (141 (b) 146)	..	9,500 0		(3) Furniture and equipment	..	100 0	
(b) Private water service tax	..	3,500 0	13,000 0	(4) Improvements	..	100 0	700 0
(6) Hospitals—				D.—Council lands and buildings (not charged elsewhere) :—			
(a) Contribution from Government	..	—		(1) Wages	..	390 0	
(b) Rent of hospital grounds	..	—		(2) Commission to collectors	..	—	
(7) Markets and galas—				(3) Rent of office	..	180 0	
(a) Rents (168, 12)	..	4,000 0		(4) Maintenance	..	100 0	
(b) Boutiques and stalls (168, 12)	..	—		(5) Furniture	..	1,500 0	
(c) Fees for private markets (150, 3)	..	300 0		(6) Police tax	..	—	
(d) Licences (163, 1)	..	250 0		(7) Loan charges	..	1,900 0	
(e) Grain store rents	..	200 0	4,750 0	(8) Construction	..	12,750 0	16,820 0
—Public recreation (168, (7), 170, (1), (b)) :—				E.—Public health :—			
(a) Rents	..	100 0		(1) General expenditure—			
(b) Cattle grazing fees	..	50 0		(a) Salaries	..	5,270 0	
(c) Licences for public performances	..	50 0	200 0	(b) Allowances	..	2,000 0	
G.—Cemeteries Ordinance, No. 9 of 1899 :—				(c) Uniform	..	250 0	
(1) Burial fees	..	300 0		(d) Printing and stationery	..	150 0	
(2) Hire of hearse	..	30 0		(e) Disinfectants	..	1,250 0	
(3) Graves sold for erecting monuments	..	—		(f) Mosquito brigade	..	—	
(4) Maintenance of Roman Catholic burial ground	..	36 0	366 0	(g) Maintenance of vagrants at House of Detention	..	—	
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—				(h) Refunds	..	—	8,920 0
(1) Registration fees	..	200 0		(2) Scavenging—			
(2) Fines	..	5 0		(a) Wages	..	9,000 0	
(3) Sale of dog collars	..	—		(b) Carts and bulls	..	—	
(4) Seizing fees	..	10 0	215 0	(c) Stores	..	100 0	
I.—Weights and Measures Ordinance, No. 8 of 1876 :—				(d) Incinerator	..	1,500 0	10,600 0
(1) Fines	..	25 0		(3) Conservancy—			
(2) Fees for stamping	..	—	25 0	(a) Wages	..	9,500 0	
J.—Electricity Department :—				(b) Carts and bulls	..	—	
(1) Sale of current	..	25,000 0		(c) Stores	..	500 0	
(2) Rent of meters	..	1,000 0		(d) Rent of night soil depôts	..	—	
(3) Works executed for customers	..	100 0		(e) Maintenance of latrines	..	250 0	
(4) Miscellaneous	..	100 0	26,200 0	(f) Acquisition	..	—	
Total estimated revenue for 1932	..	118,377 60		(g) Construction	..	—	10,250 0
Probable balance on December 31, 1931.	..	4,000 0		(4) Slaughter-houses and cattle pound—			
Total	..	122,377 60		(a) Wages	..	240 0	
				(b) Maintenance	..	50 0	
				(c) Acquisition	..	—	
				(d) Construction	..	—	
				(e) Cattle disease	..	5 0	295 0
				(5) Water supply—			
				(a) Wages	..	1,056 0	
				(b) Stores	..	500 0	
				(c) Maintenance	..	1,000 0	
				(d) Acquisition	..	—	
				(e) Construction	..	—	
				(f) Loan charges	..	3,916 67	
				(g) Commission to collectors	..	400 0	
				(h) Refunds	..	—	6,872 67
				(6) Hospitals—			
				(a) Wages	..	—	
				(b) Maintenance	..	200 0	
				(c) Paupers	..	—	
				(d) Contribution to Ayurvedic Dispensary	..	1,000 0	1,200 0
				(7) Markets and galas—			
				(a) Wages	..	240 0	
				(b) Maintenance	..	200 0	
				(c) Printing	..	—	
				(d) Acquisition	..	—	
				(e) Construction	..	—	
				(f) Loan charges	..	1,050 0	1,490 0
				F.—Public recreation (168, (7), 170 (1), (b)) :—			
				(a) Wages	..	2,000 0	
				(b) Maintenance	..	500 0	
				(c) Allowance to band	..	—	
				(d) Acquisition	..	—	2,500 0
				G.—Cemeteries Ordinance, No. 9 of 1899 :—			
				(1) Wages	..	960 0	
				(2) Maintenance	..	50 0	
				(3) Refunds	..	—	
				(4) Cost of bier	..	—	1,010 0

EXPENDITURE.		Amount.	Total.	URBAN DISTRICT COUNCIL, MATARA.			
		Rs. c.	Rs. c.	Budget for the Year 1932.			
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—				REVENUE.			
(1) Destruction of stray dogs	..	300 0		Amount.			
(2) Commission to collector	..	20 0		Rs. c.			
(3) Cost of dog collars	..	—		Total.			
(4) Cost of seizers	..	100 0		Rs. c.			
(5) Dog pound maintenance	..	—	420 0	Total.			
				Rs. c.			
I.—Weights and Measures Ordinance, No. 8 of 1876 :—				A.—General revenue :—			
(1) Fees to Inspectors	..	—		(1) Property tax, 171 (1) (a)	..	15,000 0	
(2) Stores	..	—		(2) Acreage tax, 171 (1) (b)	..	—	
				(3) Vehicles and animals tax, 173 (1) (b)	..	2,500 0	
J.—Electricity Department :—				(4) Licensed duties	..	20,000 0	
(1) Generation of electricity—				(5) Other taxes, 173 (1) (d)	..	—	
(a) Fuel	..	2,500 0		(6) Refund of stamp duties (Schedule VI.)	..	2,000 0	
(b) Oil, waste, and engine room stores	..	2,000 0		(7) Refund of liquor licences	..	2,000 0	
(c) Salaries and wages at works	..	1,200 0		(8) Refund of Police tax	..	14,500 0	
(2) Repairs and maintenance—				(9) Compensation for opium revenue	..	3,144 0	
(a) Buildings	..	100 0		(10) Fines by court (not included elsewhere)	..	250 0	
(b) Engines, boilers, machinery, and plant	..	250 0		(11) Fines, departmental	..	500 0	
(c) Meters, switches, and other apparatus	..	100 0		(12) Auctioneers and Brokers licences	..	200 0	
(3) Service and house connections—				(13) Interest on fixed deposit	..	—	
(a) Materials	..	100 0		(14) Registration of mortgages	..	5 0	
(b) Labour (temporary)	..	50 0		(15) Refund of salaries and establishment expenses	..	250 0	
(4) Management and general expenses—				(16) Sale of old stores	..	200 0	
(a) Salaries, &c., electrician and clerk	..	3,350 0		(17) Refund of Customs duty	..	—	
(b) Salaries, &c., outdoor staff	..	2,750 0		60,549 0			
(c) Printing and stationery	..	300 0		B.—Thoroughfares :—			
(d) Sundries	..	100 0		(1) Subsidy in lieu of labour tax	..	6,750 0	
(5) Loan charges—				(2) Other collections, e.g., fines for injuries, &c., 67, stray cattle poundage fees 103 (4), sale of badges, faretables, &c.	..	—	
(a) Interest	..	3,262 50		(3) Contribution by Government for drains	..	—	
(b) Capital repayment	..	4,750 0	20,812 50	(4) Government grant for roads	..	500 0	
				(5) Rent of ferry boat	..	50 0	
K.—Fire protection				7,300 0			
Total estimated expenditure	..	118,314 93		C.—Resthouse and ambalams :—			
Estimated balance, December 31, 1931	..	4,062 67		(1) Fees (60)	..	2,400 0	
Total .. 122,377 60				2,400 0			
Settled and adopted by the Council on November 14, 1931 :				D.—Council lands and buildings (not included elsewhere) :—			
Office of the Urban District Council, Matale, December 12, 1931.				(1) Rents			
W. GOPALLAWA, Chairman.				.. 1,500 0			
Matale Urban District Council Elections.				(2) Sale of produce			
IT is hereby notified under section 31 (2) of "The Local Government Ordinance, No. 11 of 1920," that the following candidates have been declared elected as members of the Urban District Council, Matale, for the years 1932, 1933, and 1934, by a majority of votes :—				.. 10 0			
Northern Division : Mr. C. S. Rajaratnam.				1,510 0			
Eastern Division : Mr. Edward de Silva.				E.—Public health :—			
Southern Division : Mr. W. Gopallawa.				(1) General revenue—			
Western Division : Mr. S. W. Wijayatilleka.				(a) Fines under Part IV., Chapter III.			
The Kachcheri, Matale, December 11, 1931. Assistant Government Agent.				..			
C. E. JONES,				(b) Fees for services of midwife			
Kalutara Urban District Council Elections, 1931.				.. 30 0			
IT is hereby notified under section 31 (3) of the above-mentioned Ordinance that the following candidates have been elected Members of the Kalutara Urban District Council for the years 1932, 1933, and 1934, by a majority of votes :—				..			
Division No. 1 : Mr. P. Andrew Cooray.				(2) Scavenging—			
Division No. 2 : Mr. O. G. D'Alwis.				(a) Fees, 168 (10) (b)			
Division No. 5 : Mr. F. T. Seneviratne.				..			
Division No. 6 : Mr. A. D. de Fonseka.				(b) Sale of refuse (130)			
Division No. 7 : Mr. Arnold Henry Perera.				..			
L. L. HUNTER,				(c) Other, e.g., fines on contractors and labourers			
December 15, 1931. Assistant Government Agent.				.. 10 0			
A 9				(d) Refund of wages and fees			
				..			
				8,510 0			
				(5) Slaughter-house and cattle pound—			
				(a) Fees—168 (11) (a)			
				.. 1,000 0			
				(b) Sale of refuse			
				..			
				1,000 0			
				(6) Hospitals—			
				(a) Contribution from Government			
				..			
				(b) Rent of hospital grounds			
				..			
				(7) Markets and galas—			
				(a) Rents, 168 (12)			
				.. 5,000 0			
				(b) Boutiques and stalls, 168 (12)			
				.. 3,000 0			
				(c) Fees for private market, 150 (3)			
				..			
				(d) Licences, 163 (1)			
				..			
				8,000 0			
				F.—Public recreation, 168 (7), 170 (1) (b)—			
				(1) Rents			
				.. 200 0			
				(2) Cattle grazing fees			
				..			
				(3) Licences for public performances			
				.. 150 0			
				350 0			
				G.—Cemeteries Ordinance, No. 9 of 1889 :—			
				(1) Burial fees			
				.. 300 0			
				(2) Hire hearse			
				.. 50 0			
				(3) Graves sold for erecting monuments			
				.. 200 0			
				(4) Fees for maintenance of grounds			
				..			
				550 0			

I, EDWARD TREVOR DYSON, Government Agent of the Northern Province, by virtue of the powers vested in me by section 8 of Ordinance No. 27 of 1884, do hereby appoint Messrs. Subramaniam Nagalingam and Velupillai Thambipillai Vijayaratham, Sanitary Inspectors, Urban District Council, Jaffna, to be Inspectors of wells and pits within the area of the Jaffna Urban District Council, in place of Messrs. S. C. Patrick and S. M. Benedict, who have been transferred.

The Kachcheri,
Jaffna, December 8, 1931.

E. T. DYSON,
Government Agent.

Election of Members, Chilaw Urban District Council, 1931.

I, VALUPPILLAI COOMARASWAMY, Assistant Government Agent of the Puttalam and Chilaw Districts, do hereby notify in pursuance of section 31 (3) of Ordinance No. 11 of 1920, that the following candidates have been elected members of the Chilaw Urban District Council for the years 1932, 1933, and 1934 by a majority of votes obtained at a poll held on Saturday, December 12, 1931:—

Ward No. 1—Mr. N. J. Martin.
Ward No. 2—Mr. C. V. M. Pandithesekera.
Ward No. 5—Mr. A. M. Perera.
Ward No. 6—Mr. M. V. Tissera.

V. COOMARASWAMY,
The Kachcheri, Assistant Government Agent.
Puttalam, December 14, 1931.

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 bearing an uncanceled or impressed stamp of Rs. 20. 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. 5,221. (2) Date of Receipt: December 13, 1930. (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND CEYLON, LIMITED (a company registered under the Ceylon Joint Stock Companies Ordinance), 58, Union place, Slave Island, Colombo; manufacturers and merchants. (4) Class: 42. (5) Goods: Tea. (6) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 16, 1931. 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 bearing an uncanceled or impressed stamp of Rs. 20. 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.

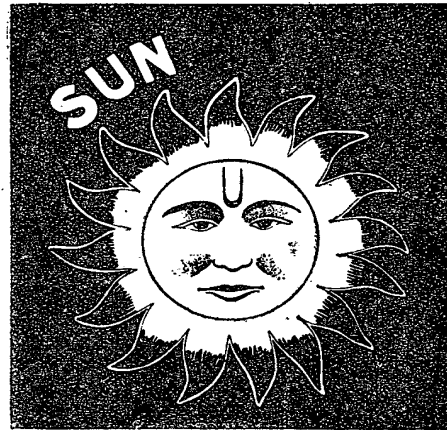
(1) Trade Mark No. 5,394. (2) Date of Receipt: July 21, 1931. (3) Applicant (Proprietor of the Trade Mark): Richard Berg, Eugen Berg, Hans Berg, and Fritz Berg trading as GEBR. WEYERSBERG, Solingen, Ohlgs, Germany; manufacturers. (4) Address for service in the Island, C/o K. T. Chittampalam, Proctor, S. C. 81, Dam street, Colombo. (5) Class: 13. (6) Goods: Hardware included in class 13. (7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 18, 1931. 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 bearing an uncanceled or impressed stamp of Rs. 20. 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. 5,494. (2) Date of Receipt: November 28, 1931. (3) Applicant (Proprietor of the Trade Mark): The NETHERLANDS MARGARINE COMPANY, LIMITED (a company incorporated under the English Companies' Acts), 32, Foster Lane, London, E.C. 2, England; manufacturers. (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo. (5) Class: 42. (6) Goods: Vegetable edible products, edible oils and fats, and margarine. (7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 16, 1931. 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 bearing an uncanceled or impressed stamp of Rs. 20. 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. 5,500. (2) Date of Receipt: December 3, 1931. (3) Applicant (Proprietor of the Trade Mark): A. W. FABER, CASTELL-BLEISTIFT-FABRIK AKTIENGESELLSCHAFT (a joint stock company organized under the laws of Germany), Stein near Nuremberg, Germany; manufacturers. (4) Address for service in the Island: C/o F. J. & G. de Saram, Colombo. (5) Class: 39. (6) Goods: Lead, copying, copying ink and coloured pencils, chalks and slate pencils, ink and pencil erasers in long cedar chalks, rubber erasers, penholders, fill penholders and rulers. (7) Representation of the Trade Mark:

Balance

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 16, 1931. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Marks may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. 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. 5,501. (2) Date of Receipt: December 3, 1931. (3) Applicant (Proprietor of the Trade Mark): JURGENS LIMITED (a company duly incorporated under the English Companies' Acts), Union House, St. Martins-le-Grand, London; E.C. 1, England;

manufacturers. (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo. (5) Class: 42. (6) Goods: Edible oils and fats. (7) Representation of the Trade Mark:



BASKET BRAND

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 16, 1931. 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 bearing an uncancelled or impressed stamp of Rs. 20. 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. 5,503. (2) Date of Receipt: December 8, 1931. (3) Applicant (Proprietor of the Trade Mark): VERSCHURE'S CREAMERIES, LIMITED (a company incorporated under the English Companies' Acts), 32, Foster Lane, London, E.C. 2, England; manufacturers. (4) Address for service in the Island: C/o Julius & Creasy, Prince street, Fort, Colombo. (5) Class: 42. (6) Goods: Vegetable edible products, edible oils and fats, and margarine. (7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 16, 1931. Registrar of Trade Marks.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE following articles will be sold by public auction at the Electrical Stores, Old Government Factory, Pettah, Colombo, on Friday, January 8, 1932, at 8 A.M.:

15 anchor screws; 2 angle iron frames; 6 sets arresters, lightning; 1 ammeters; 10 asbestos sheets scrap; 31 bags coir; 1 set balancer complete; 12 barrels cement, empty; 210 blades for ceiling fans A.C. 100 v.; 1 blade for bracket holders; 1 block teak; 1 board fuse marble complete; 1 board fuse marble 16 in. by 16 in.; 1 board fuse marble 18 in. by 18 in.; 2 boards marble distribution; 8 bolts and nuts 10½ in. by ½ in.; 5 boxes, meter; 9 boxes, joint straight; 13 boxes, joint teak; 34 brackets, arm angle iron old; 1 brush, paint, large; 2 brushes, banister; 1 brush, wire; 6 buckets, G. I. of sorts; 13 bushes, porcelain; 21,647 lb. cables scrap armoured; 1,901 yd. cables, old armoured; 226 lb. cables V.I.R. and Cabtyre (mixed); 1 clamp bus-bar triangular; 24 cleats porcelain incomplete; 9 connectors mechanical; 3,200 lb. copper old scraps;

5 covers road 4 ft. 3 in. by 2 ft. 3 in.; 7 cross arms; 468 cutouts; 4 cutouts oblong (damaged); 77 cutouts Revo & callender 30/50 AMP.; 2 doors, meter boxes; 2 ft. down pipes 4-in.; 15 drums empty; 32 drums oil empty (45 gallons); 4 drums cable (small and large); 1 earthing device; 1 earthing arrester; 2 empire furnaces; 1 electric soldering iron; 19 fuses; 12 fuses handles; 24 fuses pole bottom (broken); 4 fuses pole bottom (broken without plug); 4 fuses boxes; 1 fuses kantark 60 Amp. damaged; 64 fuses M. E. M. 15 Amp.; 6 fuses bases H. T. 11,000 V.; 85 fuses callenders 60 amp. and exposed cutouts; 6 fuses 50 Amp. bottom; 1 footpath frame; 1 generator set 26 V. W/bed; 6 globes for street lamps (broken); 75 ft. gutters; 4 hasp and staples; 46 holders, lamp; 1 holder, lamp, porcelain; 1 holder, lamp, brass; 1 indicator, demand; 60 insulators, reel; 11 insulators, No. 5340; 1 insulator, Hanger eye; 4 insulators, bobbin; 4 iron doors and frames; 8 iron doors 3 ft. 8 in. by 3 ft.; 3 pieces iron, flat, 3 in. by ½ in.; 4 pieces iron, flat, 3 in. by ¾ in.; 7 ft. iron rod, ¾ in.; 4 pieces iron tee 3 ft. by 3 ft. by ½ in.; 2 pieces iron girders H. iron; 30 pieces iron sheets, galvanized; 61 iron washers, ¾ in.; 22 kegs paint empty; 6,267 lamps, electric; 71 lamps, carbon; 4 lamps, furnace (stove); 20 lamps, hurricane; 3 ladders, bamboo; 9 ladles; 112 lb. lead scraps; 2 motors; 1 metal pot; 25 packing cases, empty; 3 padlocks, G. I. of sorts; 58 pin insulators; 144½ ft. pipe G. I. in short lengths; 3 pipes G. I. in 2 in.; 10 ft. piping iron 2 in.; 4 piping irons 2 in. by 3 in.; 55 plates, fibre separators; 2 platforms wooden; 10 planks, packing; 2 pliers, 6-in.; 11 poles old (tram rails); 9 poles old, frame rails; 4 railings 3 ft. 4½ in.; 1 regulator, fan; 2 resistances for circuit breaker with marble switchboard; 3 resistances starting with balancer; 1 resistance, field; 4 resistances, heating; 1 saw pruning hook; 116 sealing chambers; 51 sealing chambers 15/30 Amp.; 113 separators oil card board; 1 sheet iron transformer chamber; 2 slates panel boards with balancer; 1 slate board with links; 1 sockets cable; 9 spants; 4 spare small globes for street lamps (broken); 1 stay rod; 418 switches; 1 switches Esla (damaged); 1 switch board with 7 knife switches; 1 transformer, air cooled; 25 transformers, bell; 1 transformer, current; 18 lb. tape, copper 1½ in. by ¼ in.; 1 tube X-ray; 796 lb. wire scrap G. I. of sorts; 4,411 lb. wire scrap copper; 400 lb. wire bare copper No. 10; 50 lb. wire insulated scrap.

D. J. UNWIN,
for Director of Electrical Undertakings.
Colombo, December 16, 1931.

THE following unserviceable articles, the property of the Mahara Prison, will be sold by public auction at the prison premises on January 8, 1932, at 9 A.M.:

1 arican chatty, brass; 2 axes; 1 desk, wooden; 1 ladder; 1 pump, water (parts only); 1 stretcher with canvas; 2 saw, pit, large; 3 trays, rice, wooden; 15 tubs, wooden; 1 tray, coconut scraping.

Mahara Prison, C. P. BROHIER,
Ragama, December 9, 1931. Superintendent.

IT is hereby notified that the under-mentioned productions in Police Court cases will be sold by public auction at the Police Court, Jaffna, on Tuesday, December 22, 1931, at 2 P.M.

Police Court, V. JOSEPH,
Jaffna, December 14, 1931. Acting Police Magistrate.

187 empty bottles, 50 glasses, 2 umbrellas, 7 logs of sleepers, 12 funnels, 2 padlocks, 2 enamel tumblers, 36 gunny bags, 1 deal wood box, 2 rafters, 1 wooden box, 1 khaki coat, 1 aluminium tumbler, 1 short cane, 3 fishing nets, 1 bottle lavender water, 2 table knives, 5 planks, 1 cadjan gate, 2 walking sticks, 10 measuring glasses, 13 packing cases, 1 bucket, 1 gown, 1 clock (big ben), 2 small time-pieces, 1 plate, 7 tiles, 1 trowel, 1 brass mug, 1 coffee grinder, 1 thermos flask, 1 pair gilt bangles, 3 bunches of keys, 2 pillows, 1 towel, 1 yoke pin, 2 sarongs, 3 charity boxes (broken), 1 hurricane lanterns, 5 brass vessels, 1 handkerchief, 1 mat bag, 1 net banian, 3 selai cloths, 14 cups, 3 torch lights (1 damaged), 1 gramophone plank, 1 gramophone winding key, 1 silk shirt, 2 mortars, 2 pieces timber, 1 camp bed, 6 mats, 1 khaki tunic, 2 trunks, 1 porcelain carboy, 1 mammotty, 1 coconut scraper, 1 alavangu, 1 canvas bag, 2 tin lamps, 7 shawls, 9 pieces plank boxes, 5 verty cloths, 1 glass decanter, 8 tins, 4 cork screws, 2 chembus, 4 empty soda bottles, 1 jar, 1 German silk cloth, 1 pair blue shorts, 1 sash, 4 gold screws, 1 string beads, 1 suit case, 1 bed sheet, 2 cloth bags, 1 horn, 1 ruler, 1 iron fencing needle, 1 blanket, 1 axe, 2 purses, 1 car lever, 1 kettory.