



THE
CEYLON GOVERNMENT
GAZETTE

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PART I.—GENERAL.

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

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PROCLAMATIONS BY THE GOVERNOR.

AG/B 7/32
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS it is provided by the Destruction of Valueless Documents Ordinance, 1894, that any Court of Justice in the Island may by Proclamation of the Governor be brought under the operation of the said Ordinance :

And whereas it is expedient so to proclaim the District Court, Court of Requests, and Police Court of Mullaittivu :

Now therefore We, the Governor, do by this Our Proclamation bring the aforesaid courts under the operation of the said Ordinance.

By His Excellency's command,
C. C. WOOLLEY,
Secretary to the Governor.

Nuwara Eliya, March 8, 1932.

GOD SAVE THE KING.

M. L. A.—B 582
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

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 by this Our Proclamation direct under section 22 of "The Colombo Suburban Dairies and Laundries Ordinance, 1908," that the application of the said Ordinance shall extend to the area comprised within the administrative limits of the Urban District Council of Dehiwala-Mount Lavinia.

By His Excellency's command,
C. C. WOOLLEY,
Secretary to the Governor.

Kandy, March 13, 1932.

GOD SAVE THE KING.

G 289/32
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

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 by this Our Proclamation direct under section 22 of "The Colombo Suburban Dairies and Laundries Ordinance, 1908," that from and after March 18, 1932, the application of the said Ordinance shall be extended to the Local Board town of Minuwangoda.

By His Excellency's command,
C. C. WOOLLEY,
Secretary to the Governor.

Nuwara Eliya, March 15, 1932.

GOD SAVE THE KING.

FS. No. 081/1 (SB)
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS the Proclamation published, under section 4 of Ordinance No. 11 of 1891, intituled "An Ordinance to readjust the Customs Duties leviable on firearms, and to impose an Export Duty on certain

Hides and Horns," in *Gazette* No. 7,888 of October 16, 1931, will cease to be in force from April 1, 1932 :

And whereas it is deemed expedient to continue the prohibition contained in the said Proclamation for a further period extending to September 30, 1932 :

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 4 of the above-named Ordinance, prohibit for a period extending to September 30, 1932, the exportation for commercial or trade purposes of all Hides and Horns of the spotted deer and Sambur, provided, however, that nothing herein contained shall be deemed to affect the rights of the Crown.

By His Excellency's command,
C. C. WOOLLEY,
Secretary to the Governor.

Nuwara Eliya, March 15, 1932.

GOD SAVE THE KING.

H/Y 2341
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS it seems advisable to the Governor to establish in Paramaulla village in Udukaha korale south in Dambadeni hatpattu of the District of Kurunegala, North-Western Province, 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 of the said Ordinance.

By His Excellency's command,
C. C. WOOLLEY,
Secretary to the Governor.

Colombo, March 12, 1932.

GOD SAVE THE KING.

SCHEDULE A.

Lot 47B in Final Village Plan No. 468.

Name of Land : Dawatagollehena.

Situation : Paramaulla village in Udukaha korale south, in Dambadeni hatpattu, Kurunegala District, North-Western Province.

Boundaries : North by road reservation (lot 47A in final village plan No. 468) ; on all other sides by lot 47 in final village plan No. 468.

Extent : 1 acre and 3 perches.

SCHEDULE B.

Paramaulla Village.

Bounded on the north by the southern limits of Mabopitiya and Galpottopola villages, and the western limit of Werellegama village ; east by the western limits of Werellegama and Alawwa villages ; south by the northern limits of Miriheliya and Galwarama villages ; west by the eastern limit of Urulemulla village.

Galpottopola Village Final Village Plan No. 465.

Bounded on the north by the southern limit of Kebellawita village ; east by the western limits of Alawwa and Werellegama villages ; south by the northern limit of Paramaulla village ; west by the northern limit of Paramaulla village and the eastern limit of Mabopitiya village.

H/Y 2452

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS it seems advisable to the Governor to establish in Halpitiya village in Deyaladahamuna pattu of Kinigoda korale, Kegalla District, 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 of the said Ordinance.

By His Excellency's command,

C. C. WOOLLEY,
Secretary to the Governor.

Kandy, March 12, 1932.

GOD SAVE THE KING.

SCHEDULE A.

Lot 1A in Preliminary Plan No. 3,320.

Name of Land: Rankithawattemukalana *alias* Nalugahapitiyemukalana.

Situation: Halpitiya village in Deyaladahamuna pattu of Kinigoda korale, Kegalla District, Province of Sabaragamuwa.

Boundaries: North by lot 789 in preliminary plan No. 2,243; east by lot 790 in preliminary plan No. 2,243 and the reservation along cart road (lot 3 in preliminary plan No. 3,320); south by lot 1 in preliminary plan No. 3,320; west by Diedewetemukalana *alias* Thalagahamulakanda *alias* Rankithawattemukalana claimed by the Crown.

Extent: 1 acre 3 roods and 33 perches.

SCHEDULE B.

Area for which the general cemetery is established:—

Villages of Andiramada, Halpitiya, and Hapugoda.

Boundaries of the area are: North and east by Maha-ooya; south by the northern village limit of Hiriwadunna and eastern village limit of Madana; west by the eastern village limits of Madana and Dunukewala.

H/Y 2456

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

GRAEME THOMSON.

WHEREAS it seems advisable to the Governor to establish in Makalandawa village in Walallawiti pattu of Pasdun korale west of the District of Kalutara, Western Province, 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, exempt any cemetery either wholly or in part 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 of the said Ordinance.

By His Excellency's command,

C. C. WOOLLEY,
Secretary to the Governor.

Nuwara Eliya, March 12, 1932.

GOD SAVE THE KING.

SCHEDULE A.

Lot 70 in final village plan No. 96, situated at Makalandawa village aforesaid; and bounded on the north by lot 66 in final village plan No. 96; east by lots 66 and 69 of the same plan; south by lots 66F and 66E of the same plan; and west by lot 66 of the same plan.

Extent: 1 acre and 14 perches.

SCHEDULE B.

Makalandawa village aforesaid; bounded on the north and east by the southern and western limits of Pasdun korale east; south by the western limit of Pasdun korale east and the northern village limit of Magurumaswila; west by the eastern village limit of Gulawita.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 98 of 1932.

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

J 9/32

Mr. W. L. MURPHY to the office of Chairman, Municipal Council, and Mayor of the City of Colombo; Local Authority under the Petroleum Ordinance within the limits of the Colombo Municipality; and a Visitor of the Lunatic Asylum at Colombo; and also to be a member of the Board of Quarantine from March 15, 1932.

J 9/32

Mr. N. J. LUDDINGTON to act as Controller of Labour and a member of the Board of Quarantine from March 14, 1932, until further orders.

J 47/31

Mr. S. H. WADIA to act as Commissioner of Local Government and President, Local Government Board, and as Secretary to the Minister for Local Administration in terms of section 40 (1) of the Ceylon (State Council) Order in Council, 1931, from March 11, 1932, until further orders.

J 11/32

Mr. V. C. M. AYATURAI, Chief Clerk, Batticaloa Kachcheri, to act, in addition to his own duties, as Extra Office Assistant to the Government Agent, Eastern Province, from March 11, 1932, until further orders.

J 44/32

Mr. A. C. M. HINGLEY, Cadet, to be attached to the Colombo Kachcheri from March 14, 1932, until the resumption of duties by Mr. E. J. COORAY.

I 640/31

Mr. C. C. SCHOKMAN, Superintendent of Welikada and Hulftsdorp Prisons to act as Inspector-General of Prisons, with effect from March 13, 1932, and until further orders.

I 640/31

Mr. W. G. CAGBY, European Jailor, to act as Superintendent of Welikada and Hulftsdorp Prisons, with effect from March 13, 1932, and until further orders.

J 16/32

Mr. R. H. WICKREMASINGHE to act, in addition to his own duties, as Assistant Superintendent of Police, North-Central Province, from March 4, 1932, until further orders.

I 253/32

Mr. G. F. DE LIVERA, Assistant Commissioner of Excise, Colombo, to be Assistant Commissioner of Excise, Southern Division, Colombo, during the absence on leave of Mr. P. E. PARSONS, from March 20 to April 30, 1932, inclusive, or until resumption of duties by Mr. PARSONS.

I 253/32

Mr. J. S. NICHOLAS, Acting Superintendent of Excise, City, Colombo, to be, in addition to his own duties, Acting Assistant Commissioner of Excise, Colombo, from March 20 to April 30, inclusive, or until resumption of duties by Mr. DE LIVERA.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 14, 1932. Chief Secretary.

No. 99 of 1932.

I 231/32

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

The Chairman, Colombo Port Commission, to be, in addition to his own duties, Superintendent, Coast Lights.

The Master Attendant, Colombo, to be, in addition to his own duties, Deputy Superintendent, Coast Lights.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 8, 1932. Chief Secretary.

No. 100 of 1932.

N 28/32

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Engineers, with effect from February 1, 1932:—

To be Lieutenants.—Second Lieutenant ARTHUR LLEWELLYN FRETZ; Second Lieutenant ALFRED THOMAS KINGSTON, M.B.E., D.C.M.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 14, 1932. Chief Secretary.

No. 191 of 1932.

N 34/32

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Cdet Battalion, with effect from March 3, 1932:—

To be Honorary Lieutenants.—Second Lieutenant EDWARD WALTER PERERA SAMARASINGHE; Second Lieutenant ALFRED VICTOR SILVESTER FERNANDO; Second Lieutenant LOYALA ELGIN DIAZ; Second Lieutenant REGINALD WINFIELD ARASARATNAM; Second Lieutenant ANTHONY ADOLPHUS REGINALD LIONEL WILSON DE ABREW ABEYSINGHE; Second Lieutenant DEUTRAM FELIX DAVID; Second Lieutenant GEORGE ATKINSON.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 14, 1932. Chief Secretary.

No. 102 of 1932.

N 6/32

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Planters' Rifle Corps to fill an existing vacancy:—

To be Second Lieutenant.—Regimental Quartermaster Sergeant RONALD ANDERSON PATERSON.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 11, 1932. Chief Secretary.

No. 103 of 1932.

N 29/32

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation tendered by Rev. R. P. BUTTERFIELD of his post as Honorary Major and Chaplain, Ceylon Defence Force, with effect from February 17, 1932.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 9, 1932. Chief Secretary.

No. 104 of 1932.

D 17/32

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. WHITNEY YOUNG, provisionally, as Consul of the United States of America at Colombo.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 15, 1932. Chief Secretary.

No. 105 of 1932.

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

Mr. J. W. R. ILANGAKOON to be, in addition to his own duties, Additional District Judge, Colombo, on March 12, 1932.

CF 76/31

Mr. E. A. L. WIJEWARDENE to be an Additional District Judge, Colombo, on March 12, 1932.

CF 49/29

Mr. P. B. RAMBUKWELLE to act as Additional District Judge, Kandy; Commissioner of Requests, Kandy; and Additional Police Magistrate, Kandy, during the absence of Mr. G. FURSE ROBERTS, from March 23 to April 6, 1932, inclusive.

CF 49/29

Mr. C. A. LABROOY to act as Additional District Judge, Kandy; Commissioner of Requests, Kandy; and Additional Police Magistrate, Kandy, during the absence of Mr. G. FURSE ROBERTS, on April 7 and 8, 1932, or until the resumption of duties by that officer.

CF 62/29

Mr. G. P. KEUNEMAN to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Matara, and Additional District Judge, Tangalla, during the absence of Mr. C. J. S. PRITCHETT, from April 7 to 9, 1932, inclusive, or until the resumption of duties by that officer.

CF 47/29

Mr. K. KANAKASABAI to act as Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Jaffna, during the absence of Mr. S. RODRIGO, from March 12 to 14, 1932, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Kurunegala, and Additional District Judge, Kegalla, from March 24, 1932, until the assumption of duties by Mr. W. O. STEVENS.

CF 86/29

Mr. N. J. MARTIN to act as District Judge, Chilaw and Puttalam; Additional Commissioner of Requests, Chilaw; and Additional Police Magistrate for the Districts of Chilaw and Puttalam, during the absence of Mr. R. F. DIAS, from March 24 to April 6, 1932 (both days 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 March 23 to April 19, 1932, or until the resumption of duties by that officer.

CF 67/29

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, and Additional District Judge, Negombo, during the absence of Mr. D. W. SUBASINGHE, on March 14, 1932, or until the resumption of duties by that officer.

CF 6/29

Mr. H. W. E. DIAS WANIGASEKERA to be Additional Commissioner of Requests, Matale, on March 15, 1932.

CF 66/29

Mr. P. M. JAYAWARDENE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Galle, and Additional District Judge, Galle, during the absence of Mr. C. E. DE PINTO, from March 12 to 14, 1932, inclusive, or until the resumption of duties by that officer.

CF 62/29

Mr. B. F. PERERA to be, in addition to his own duties, Additional Commissioner of Requests and Additional Police Magistrate, Matara, and Additional District Judge, Matara, during the absence of Mr. M. CHIN-NATYAH on circuit, on March 18 and 19, 1932, or until the resumption of duties by that officer.

CF 63/29

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. N. MOONESINGHE, from March 20 to April 5, 1932, inclusive, or until the resumption of duties by that officer.

CF 70/29

Mr. C. R. TAMBYAH to be Additional Commissioner of Requests and Additional Police Magistrate, Chavakachcheri, from March 29 to April 1, 1932, inclusive.

CF 95/29

Mr. E. G. M. GOONAWARDENE 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 March 22 to 29, 1932, inclusive, or until the resumption of duties by that officer.

CF 87/29

Mr. G. E. MADAWELA to act as Commissioner of Requests and Police Magistrate, Kurunegala, and Additional District Judge, Kurunegala, during the absence of Mr. L. H. DE ALWIS, from March 18 to April 8, 1932, inclusive.

CF 87/29

Mr. FRANK MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, and Additional District Judge, Kurunegala, during the absence of Mr. L. H. DE ALWIS, from April 9 to 23, 1932, inclusive, or until the resumption of duties by that officer.

CF 84/29

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, during the absence of Mr. W. D. GUNARATNE, on March 12 and 13, 1932, or until the resumption of duties by that officer.

CF 86/29

Mr. T. M. FERNANDO to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. H. S. ROBERTS, from March 22 to April 3, 1932, inclusive, or until the resumption of duties by that officer.

CF 49/29

Mr. G. BANNING DE VOS to act as Police Magistrate and Municipal Magistrate, Kandy, and Additional Commissioner of Requests and Additional District Judge, Kandy, during the absence of Mr. S. P. WICKREMASINHA, on March 11 and 12, 1932, or until the resumption of duties by that officer.

K 147/31

Mr. G. K. PIPPET to be a Justice of the Peace and Unofficial Police Magistrate for the District of Avissawella, while holding the office of Superintendent of Police, Avissawella.

Notification No. 200 appearing in *Gazette* No. 7,643 of May 18, 1928, is hereby cancelled in so far as it relates to the appointment of Mr. G. K. PIPPET to be a Justice of the Peace and Unofficial Police Magistrate for the Central Province.

By His Excellency's command,

STANLEY OBEYESEKERE,
Acting Attorney-General.Attorney-General's Chambers,
Colombo, March 15, 1932.

No. 106 of 1932.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. THANIPPULISINGAM KATHIRAVELU to be, in addition to his own duties, an Inquirer for the Maniagar's division of Tenmaradchi in the Northern Province, in place of Mr. S. VELUPPILLAI, deceased.

By His Excellency's command,

STANLEY OBEYESEKERE,
Acting Attorney-General.Attorney-General's Chambers,
Colombo, March 14, 1932.

No. 107 of 1932.

G 172

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint Mr. G. ROSS BELL to be a member of the Provincial Road Committee, Southern Province, for the year 1932.

By His Excellency's command,

CHAS. BATUWANTUDAWA,
Minister for Local Administration.The Ministry of Local Administration,
Colombo, March 9, 1932.

No. 108 of 1932.

G 312

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 of Ordinance No. 13 of 1898, to appoint Dr. P. L. F. DE LIVERA, Medical Officer of

Health, Province of Uva, to be an official member of the Local Board of Bandarawela, in place of Dr. M. T. FERNANDO, with effect from February 17, 1932.

By His Excellency's command,

CHAS. BATUWANTUDAWE,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, March 12, 1932.

No. 109 of 1932.

G 99

HIS EXCELLENCY THE GOVERNOR has been pleased under section 5 (1) (b) of "The Small Towns Sanitary Ordinance, 1892", to nominate Dr. P. L. F. DE LIVERA, Medical Officer of Health, Province of Uva, to be an official member of the Sanitary Board, Province of Uva, in place of Dr. M. T. FERNANDO, with effect from February 17, 1932.

By His Excellency's command,

CHAS. BATUWANTUDAWE,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, March 12, 1932.

No. 110 of 1932.

G 312

HIS EXCELLENCY THE GOVERNOR has been pleased under section 5 (1) of Ordinance No. 13 of 1898, to appoint Dr. P. L. F. DE LIVERA, Medical Officer of Health, Province of Uva, to be an official member of the Local Board of Badulla, in place of Dr. M. T. FERNANDO, with effect from February 17, 1932.

By His Excellency's command,

CHAS. BATUWANTUDAWE,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, March 14, 1932.

No. 111 of 1932.

D 315

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 35 of Ordinance No. 6 of 1910, to nominate Dr. H. U. LEEBRUGGEN, to be a member of the Colombo Municipal Council, in place of Dr. L. A. PRINS.

By His Excellency's command,

CHAS. BATUWANTUDAWE,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, March 11, 1932.

No. 112 of 1932.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. AUGUSTINE MERVYN IGNATIUS GUNARATNA of Mataara to be a Notary Public throughout the judicial division of Nuwara Eliya-Hatton, and to practise as such in the English language.

PERI SUNDARAM,

Minister of Labour, Industry and Commerce.
Colombo, March 14, 1932.

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.

EKANAYAKA SENEVIRATNE PATABENDI MUDIYANSELAGE MUTTU BANDA has been appointed (provisionally) as Registrar of Births and Deaths of Unduruwa korale division, and of Marriages (Kandy and General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, with effect from March 15, 1932, *vice* E. KALU BANDA, retired. His office will be at Unduruwa Hamillewa.

DON GUNATHAKA RANASINGHA has been confirmed in his appointment as Registrar of Births and Deaths of Meddeketiya korale division, and of Marriages (Kandy and General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province.

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. DON JAMES HECTOR FERDINANDO to act as Medical Registrar of Births and Deaths of Maradana division, in the Colombo District of the Western Province, for two days from March 14, 1932, during the absence of the Medical Registrar, Dr. A. C. FERNANDO, on leave. Place of office: 137, Dematagoda road, Maradana, Colombo.

DON HENRY WIJEMANNE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for five days from March 12, 1932, during the absence of the Registrar, DON DAVID KARUNATILLEKE, on leave. Place of office: Kottunnuwatta in Dombagoda.

WEERAPPERUMA MUDIYANSELAGE WALAWWE MEDDUMA BANDA KULATUNGA to act as Registrar of Births and Deaths and of Marriages (General) of Yatinuwara No. 2 division, in the Kandy District of the Central Province, for seven days from March 11, 1932, during the absence of the Registrar, WALAWWEGEDARA *alias* WEERAPPERUMA MUDIYANSELAGE UKKU BANDA, on leave. Place of office: Weerapperuma Mudiyansele Walawwedegarawatta in Waharaggoda; additional office: Mediyatalawekumbura in Kaduganawa.

MAYAKADUWE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for eleven days from March 23, 1932, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNATHILAKE, on leave. Place of office: Subadabedda in Hedunawa.

TIKIRI BANDA ARAWWAWALA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, on March 10, 1932, during the absence of the Registrar, EKANAYAKA MARASINGHA WASALA MUDIYANSE RALAHAMILLAGE NUGAPITIYE WALAWWE ABEYRATNA BANDARA NUGAPITIYA, on leave. Place of office: Kalapitiyewatta in Bowatta.

DHARMACHANDRA WICKRAMASINGHE to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for four days from March 11, 1932, during the absence of the Registrar, JACORIS WICKRAMASINGHE, on leave. Place of office, Mudillagahawatta in Malalagama.

HALUKIRTI DIANET WIJEGUNAWARDENE to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for three days from March 14, 1932, during the absence of the Registrar, HALUKIRTI LYNIS WIJEGUNAWARDENE, on leave. Place of office: Maswatta in Randombe.

MANAWADUGE LENTY DE SILVA to act as Registrar of Births and Deaths of Dodanduwa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District

of the Southern Province, on March 14, 1932, during the absence of the Registrar, GARDIYE HEWAWASAN BALAGE ARTHUR DE SILVA, on leave. Place of office: Assalawatta at Moderapatuwata.

WILLIAM BLOCK to act as Registrar of Births and Deaths of Weihena division, and of Marriages (General) of Bentota-Wallawiti korale division, in the Galle District of the Southern Province, for fifteen days from March 16, 1932, during the absence of the Registrar, DON PROLIS JAYASEKERA, deceased. Place of office: Dehigahahena, Pollewwewatta in Wattehena.

HEWAWALGAMAGE JOHANIS JINADASA SAMARAWICKRAMA to act as Registrar of Births and Deaths of Denepitiya division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for two days from March 9, 1932, during the absence of the Registrar, ABRAHAM OBEYSEKARA WEERASINGHE, on leave. Place of office: Naigewatta in Denepitiya.

DON ANDRAYAS WIJAYAWARDANA WIJEPALA PALIHAWADANA to act as Registrar of Births and Deaths of Pategama division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for ten days from March 14, 1932, during the absence of the Registrar, DON PEDRICK MERENCHI ABEYSEKARA, on leave. Place of office: Hunnawatta in Pategama and Weligamageruppa in Kottagoda.

LIONEL GEORGE SEDARA SENARAT to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for two days from March 14, 1932, during the absence of the Registrar DON SAMEL SEDARA SENARAT, on leave. Place of office: Gorakawatta in Kebaliyapola.

DON DAVIT WICKRAMASEKERA RAJAPAKSE to act as Registrar of Births and Deaths of outside Tangalla town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on March 5, 1932, during the absence of the Registrar, WICKRAMA ARACHCHIGE CHARLIS, on leave. Place of office: Parawatta in Polommaruwa.

ARUNASALAM SITHAMPARANATHAN to act as Registrar of Births and Deaths of Kachchay division, in the Jaffna District of the Northern Province, for eleven days from March 11, 1932, during the absence of the Registrar, MAPPANA MODR. KANAPATHIPILLAI SITHAMPARAPPILLAI, on leave. Place of office: Kaddaiparittan in Chandampokkaddi; station: Manuwalpullaikkiddanki in Kodikamam.

SWAMPILLAI VALARIAMPILLAI to act as Registrar of Births and Deaths of Pandateruppu division, and of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for five days from March 12, 1932, during the absence of the Registrar, RAYMOND CHRISTOPHER, on leave. Place of office: Rasavilla in Seemarvalavu in Chillalai.

ARUMUGAM TANINAYAKAM to act as Registrar of Births and Deaths of Punkudutivu division, and of Marriages (General) of Islands division, in the Jaffna District of the Northern Province, for fourteen days from March 15, 1932, during the absence of the Registrar, ANPALAVANAR ARUMUGAM, on leave. Place of office: Tallaiya pattu in Punkudutivu East; station: Papparavankali in Punkudutivu West.

TAMPIPODY KATHIRKAMPODY to act as Registrar of Births and Deaths of Manmunai West southern division, and of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for thirty days from March 10, 1932, during the absence of the Registrar, MANMUNAIPODI KANTHAPPODY, on leave. Place of office: Kannankudah; station: Kottiyapulai.

TENNAKON BANDA ARAMBEPOLA to act as Registrar of Births and Deaths of Tiragandahe East korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, on March 14, 1932, during the absence of the Registrar, WIJESUNDARA NARAYANA WIJEPALA BANDARANAYAKA MUDIYANSELAGE RAN BANDA ARAMBEPOLA, on leave. Place of office: Doratiyawa.

HETTINARAYANA MUDIYANSELAGE APPUHAMY PADIWELA to act as Registrar of Births and Deaths of Karandapattu korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for four days from March 14, 1932,

during the absence of the Registrar, HETTINARAYANA MUDIYANSELAGE PUNCHI BANDA PADIWELA, on leave. Place of office: Udawela.

JAYAKODY MUDIYANSELAGE UKKI BANDA to act as Registrar of Births and Deaths of Meddeketiya korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for six days from April 4, 1932, during the absence of the Registrar, DON GUNATILAKA RANASINGHA, on leave. Place of office: Horombawa.

HERATHMUDIYANSELAGE SUDDAHAMY to act as Registrar of Births and Deaths of Wilachhiya korale south (B) division, and of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for twenty-one days from March 5, 1932, during the absence of the Registrar, R. M. A. RATNAYAKE, on leave. Place of office: Migahawatta in Diulwewa.

KULATUNGA RAJAKIRI HERAT BANDA KANDAKKULAMA to act as Registrar of Births and Deaths of Eppawala korale division, and of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for thirty days from March 17, 1932, during the absence of the Registrar, K. I. J. KAPURU BANDA, on leave. Place of office: Kandakkulama and additional office at Palugaswewa.

ELLEKAPURALLAYE SIMON SINNO APPUHAMI to act as Registrar of Births and Deaths of Karandana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from March 13, 1932, during the absence of the Registrar, ELLEKAPURALLAYE RATRANAMI, on leave. Place of office: Serakkuwewatta in Yatipauwa.

RANASINGHA ARACHCHIGE PETER SINNO to act as Registrar of Births and Deaths of Atulugam korale west division, and of Marriages (General) of Three Korales and Lower Bulatgama divisions, in the Kegalla District of the Province of Sabaragamuwa, for seven days from March 10, 1932, during the absence of the Registrar, N. P. PUNCHI APPUHAMY, on leave. Place of office: Bangalawewatta alias Hithgahamulawatta in Atulugama.

EDIRISURI MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Meddemediliya pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from March 15, 1932, during the absence of the Registrar, E. M. KIRI BANDA, on leave. Place of office: Handagamawatta in Handagama.

Registrar-General's Office,
Colombo, March 14, 1932.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

THE Authorities of the Roman Catholic Church of Opatha in Alutkuru korale north of the Colombo District having provided the land described in the schedule hereto as a burial ground for the Roman Catholics, the Governor has on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, approved under section 34 of the Cemeteries and Burials Ordinance, 1899, of the provision and use of the said land as a burial ground as from the date hereof.

By His Excellency's command,

Colombo, March 9, 1932.

T. B. PANABOKKE,
Minister for Health.

SCHEDULE.

An allotment of land called Kongahawatta alias Milla-gahawatta, situated at Opatha village in Dasiya pattuwa of the Alutkuru korale north, in the Colombo District of the Western Province, containing in extent A. 0-r. 0-p. 28, and shown as lot H1 in plan No. 1,681P prepared by Mr. D. E. J. R. de Vaz, Special Licensed Surveyor and Leveller, and bounded as follows:—

On the north and east by the remaining portion of the same land, south by land said to belong to Mrs. William Charles Amarasekera, and on the west by the land said to belong to C. Baronchi Perera and others.

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RM 53/D. P. W.

“THE LOCAL GOVERNMENT ORDINANCE,
No. 11 of 1920.”

BY-LAW made by the Matale Urban District Council, under sections 164 and 168 (4) (f), 173 and 175 of “The Local Government Ordinance, No. 11 of 1920,” and approved by the Local Government Board and confirmed by the Governor under section 164 by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931.

CHAS. BATUWANTUDAWA,
Minister for Local Administration.

Colombo, March 14, 1932.

BY-LAW.

By-law No. 6 of the by-laws published by Notification dated February 17, 1930, in *Government Gazette* No. 7,763 of February 21, 1930, is hereby repealed and the following substituted therefor:—

“The annual tax prescribed under the provisions of section 175 of the Ordinance shall be paid on or before the thirty-first day of March in every year in respect of all vehicles, other than those exempted by the Ordinance, and in respect of every horse, pony, or mule kept or used for the purpose of drawing vehicles within the limits of the Matale Urban District Council.”

“THE LOCAL GOVERNMENT ORDINANCE,
No. 11 of 1920.”

BY-LAW made by the Kurunegala Urban District Council under sections 163, 164, and 168 (12) of “The Local Government Ordinance, No. 11 of 1920,” and approved by the Local Government Board and confirmed by the Governor under section 164 by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931.

CHAS. BATUWANTUDAWA,
Minister for Local Administration.

The Ministry of Local Administration,
Colombo, March 15, 1932.

BY-LAW.

By-law No. 3 (ii.) of the by-laws published by Notification dated July 30, 1931, in *Government Gazette* No. 7,874 of August 7, 1931, is hereby amended by the deletion of the words “from the ceiling to within three feet of the floor” and the substitution therefor of the words “throughout, except within three feet of the floor”.

RM 53/D. P. W.

“THE MOTOR CAR ORDINANCE, 1927.”

REGULATION for the area mentioned in the schedule hereto made under sections 6 and 58 of the Motor Car Ordinance, 1927, by the Governor 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,
MOHD. MACAN MARKAR,
Minister for Communications and Works.

Colombo, March 11, 1932.

REGULATION.

1. This regulation shall come into operation on March 18, 1932.

2. The highway outside Colombo specified in the schedule hereto is hereby declared to be suitable for use by lorries other than trailers, and six wheeled lorries, subject to the restrictions contained in the first column of the said schedule and hereby imposed in respect of the use of the said highway and provided that the maximum weight of the lorry when fully loaded and equipped shall not exceed the weight specified in the second column of the said schedule.

Schedule.

WESTERN PROVINCE.

Column I.

Column II.

Tons.

Bope to Dambore District Road Committee road,
first two miles from Bope junction .. 2½

“THE MOTOR CAR ORDINANCE, 1927.”

REGULATIONS under sections 6 and 58 of the Motor Car Ordinance, 1927, made by the Governor by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931, for the urban area comprised within the administrative limits of the Sanitary Board of Marawila.

By His Excellency's command,
MOHD. MACAN MARKAR,
Minister for Communications and Works.

Ministry for Communications and Works,
Colombo, March 11, 1932.

REGULATIONS.

(1) The highways specified under column I in Schedule A are hereby declared to be suitable for use by lorries and omnibuses provided that the maximum weight of the motor vehicle when fully loaded and equipped shall not in each case exceed the weight specified in the corresponding entry in the second column of the said schedule.

(2) No omnibus shall be used on the highways specified in Schedule B except as is hereinafter provided in regulation 3.

(3) The highways specified in Schedule B may be used by any unladen lorry or any omnibus without passengers or load, proceeding to the garage in which such lorry or omnibus is kept.

Schedule A.

Column I.

Column II.

Tons.

- | | |
|--|----|
| (1) Section of Negombo-Chilaw P. W. D. main road from the 37th milepost to the 37½ milepost .. | 4½ |
| (2) The first quarter mile of Marawila-Nattandiya P. W. D. road .. | 3½ |

Schedule B.

- | | | |
|-----------------------|--|---|
| (1) Church road | \| | (5) 1/10 mile distance of Marawila-Gangoda-Thalwila road. |
| (2) Fernando road | | |
| (3) First Cross road | | |
| (4) Second Cross road | | |

RM 53/D. P. W.

“THE MOTOR CAR ORDINANCE, 1927.”

REGULATIONS under sections 6 and 58 of the Motor Car Ordinance, 1927, made by the Governor by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931, for the urban area comprised within the administrative limits of the Sanitary Board of Kalpitiya.

By His Excellency's command,
MOHD. MACAN MARKAR,
Minister for Communications and Works.

Ministry for Communications and Works,
Colombo, March 11, 1932.

REGULATIONS.

(1) The highways specified in Schedule A are hereby declared to be suitable for use by omnibuses not exceeding 2½ tons, when fully loaded and equipped.

(2) No omnibus shall be used on the highways specified in Schedule B except as is hereinafter provided in regulation 3.

(3) The highways specified in Schedule B may be used by any unladen omnibus without passengers or load, proceeding to the garage in which such omnibus is kept.

Schedule A.

- | | | |
|----------------------------------|--|-------------------------|
| (1) Bazaar street to Fish Market | \| | (2) First Cross street |
| | | (3) Second Cross street |

Schedule B.

- | | | |
|--------------------------------|-----------------------------------|-----------------------------------|
| (1) Periyakudirippu road | \| | (8) Hill street to Burgher street |
| (2) Periyapalli road | | |
| (3) Roman Catholic Church road | | |
| (4) Burgher street | | |
| (5) New Chetty street | | |
| (6) Chetty street | | |
| (7) Hill street | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | (9) Third Cross street | |
| | (10) Lake Shore road | |
| | (11) Bazaar street to Muhatuwaram | |
| | (12) Malay street | |

BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895,
AND THE MARRIAGE REGISTRATION ORDINANCE, 1907.

RULES made under section 9 of the Births and Deaths Registration Ordinance, No. 1 of 1895, and section 9 of the Marriage Registration Ordinance, No. 19 of 1907, by His Excellency the Governor 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,

PERI SUNDARAM,

Minister for Labour, Industry and Commerce.

Office of the Minister for Labour, Industry
and Commerce,
Colombo, March 3, 1932.

**Rules for the guidance of Registrars of Births and Deaths
framed under section 9 of the Births and Deaths
Registration Ordinance, 1895.**

BIRTH, STILLBIRTH, AND DEATH ENTRIES.

*Correction of errors before the completion of
entries.*

Manner of
correcting
errors before
completion
of entries.

1. Where a Registrar has to correct at the time of registration and *before* the completion of the entry an error in an entry of birth, stillbirth, or death he shall make the correction in the manner following and not otherwise:—

- (1) Every excision of a word, or letter, or figure should be made by so drawing a line through it as to leave the word, letter, or figure still legible;
- (2) Every *added* word, letter, or figure should be added by interlineation and not by superposition or alteration;
- (3) Every excision and interlineation shall be initialled by the Registrar as well as by the person or persons signing the entry;
- (4) (a) In order to prevent initials to corrections being mixed up with the writing in an entry they should be inserted on the opposite left hand margin.

Note.—The space occupied by the printed heading of the cage concerned may be utilized whenever there is not sufficient space for the purpose.

- (b) Where a party is unable to write he or she must be required to make a mark to the correction and the Registrar should insert immediately after such mark the initial letters of the name of such party.

Correction of errors in completed entries.

Errors
discovered
after comple-
tion of entries.

2. After an entry has been made, signed, and completed, no error discovered in it shall under any circumstances be corrected except in accordance with the following rules:—

3. For the purposes of these rules such errors are classified as—

- (1) Clerical errors, and
- (2) Errors of fact or substance.

Classes of
errors.

Definition of
clerical
errors.

4. *Clerical errors* consist of certain errors and omissions made through want of care in entering the particulars or signing the entries or through misunderstanding on the part of the informant or of the Registrar.

Clerical
errors which
may be
corrected by
Registrar and
authenticated
by Provincial
Registrar or
Assistant
Provincial
Registrar.

5. The clerical errors of the kind enumerated below appearing in any *completed* entry in a register may be corrected in *red ink* in the manner prescribed in rule 1 and with the permission of the Provincial Registrar or Assistant Provincial Registrar, but every such correction shall be initialled by the Registrar and authenticated by the Provincial Registrar or Assistant Provincial Registrar. Such errors discovered in any such entry filed of record in the Registrar-General's Office or in the Provincial Registrar's or Assistant Provincial Registrar's Office may be corrected by the Registrar-General, an Assistant Registrar-General, or by the Provincial Registrar or Assistant Provincial Registrar.

Clerical errors
in marriage
entries.

Dates.

(1) Year wrong or omitted in cage 1 or in cage headed "when registered" (but not in both) of entry.

(2) Month wrong in cage headed "when registered" of entry when the necessity for the correction is evident from the preceding and succeeding entries.

*Cause of
death.*

Error or omission in copying cause of death from medical practitioner's certificate.

*Signature of
informant.*

Omission of "Registered upon . . ." in cage 9 of Birth or Death entry made upon a written document.

*Particulars
copies from
an inquirer's
certificate.*

Error or omission in copying any particulars from an inquirer's certificate.

*Particulars
copied from
a statutory
document.*

Error or omission in copying the particulars contained in a declaration, estate report, magistrate's certificate or affidavit.

*Other
particulars.*

An error in the mere spelling of any word which is not a name of a person or the misplacement, or the unnecessary repetition of any words.

Correction of
"other clerical
errors"

6. Clerical errors other than those described in the preceding rule 5 occurring in any entry may similarly be corrected, but the corrections should also be initialled by the informant *whenever his or her presence can be secured*.

Definition of
error of fact
or substance.

7. *Errors of fact or substance* comprise all errors and omissions which are not clerical errors as defined in rule 4.

Correction of
errors of fact
or substance.

8. Errors of fact or substance discovered *after* the completion of an entry must be reported through the Provincial Registrar or Assistant Provincial Registrar to the Registrar-General without whose order they *cannot* be corrected.

**Rules for the guidance of Registrars of Marriages
framed under section 9 of the Marriage
Registration Ordinance, 1907.**

MARRIAGE ENTRIES.

*Correction of errors before the completion of
entries.*

1. Where a Registrar has to correct at the time of registration and *before* the completion of the entry an error in a marriage entry, he shall make the correction in the manner following and not otherwise:—

- (1) Every excision of a word, or letter, or figure should be made by so drawing a line through it as to leave the word, letter, or figure still legible;
- (2) Every *added* word, letter, or figure should be added by interlineation and not by superposition or alteration;
- (3) Every excision and interlineation shall be initialled by the Registrar as well as by the parties to the marriage;
- (4) (a) In order to prevent initials to corrections being mixed up with the writing in an entry they should be inserted on the opposite left hand margin.

Note.—The space occupied by the printed heading of the cage concerned may be utilized whenever there is not sufficient space for the purpose.

- (b) Where a party is unable to write he or she must be required to make a mark to the correction and the Registrar should insert immediately after such mark the initial letters of the name of such party.

Correction of errors in completed entries.

2. Any clerical errors committed in copying a Registrar's certificate of notice into a marriage register and discovered after completion of the entry may be corrected in *red ink* in the manner hereinbefore prescribed in rule 1 but the correction should also be initialled by the contracting parties, whenever their presence can be secured.

Errors in marriage entries which exist also in certificates.

3. Any other errors discovered in a marriage entry, which exist also in the Registrar's certificate should be reported through the Provincial Registrar or Assistant Provincial Registrar to the Registrar-General without whose order they *cannot* be corrected.

Rules for the guidance of Ministers framed under section 9 of the Marriage Registration Ordinance, 1907.

Each Church or group of Churches in each revenue district to have a separate church register.

1. A separate marriage register book in form Registration B 54 should be used for each place of public Christian worship registered under the Ordinance No. 19 of 1907 for the solemnization of marriages or for a group of such registered places in each revenue district which are in charge of a minister.

Kandyan marriages not to be entered in church register.

2. Marriages under the Kandyan Marriage Ordinance should not be entered in the marriage registers supplied to churches. These registers are intended only for general marriages under the Ordinance No. 19 of 1907. Registrars' certificates of notice under the latter Ordinance are issued on pink paper and unless the certificate produced by parties is on paper of that colour it should not be accepted and no action should be taken on it.

Imperfections in register books.

3. Before a minister begins to use a marriage register book he shall satisfy himself that its folios are consecutively numbered and are otherwise in order. Any imperfections that may be discovered shall be forthwith reported to the Provincial Registrar or Assistant Provincial Registrar from whom the book was received.

Entries to be in good ink and in progressive order. Particulars to be entered in full.

4. Every entry in the register shall be made in good black ink and in consecutive order according to the date on which it is made.

5. (1) Every particular in the register shall be written in full. Ages and dates shall be expressed in words, but the year of the Christian era may be written in figures, thus: Fifth May, 1897.

(2) Names shall be written in full; initial letters are not sufficient, e.g., John Arthur Brown, not J. A. Brown; Balapuwaduge James Bernard Mendis, not B. J. B. Mendis.

Note.—This rule does not apply to a person's ordinary signature.

Spelling of names.

6. The names and surnames of the contracting parties and of their parents shall be transcribed by the minister into his register as given in the registrar's certificate or as spelt by the parties themselves.

The particulars regarding the age, civil condition, &c.

7. The particulars entered in the register regarding the age, civil condition, rank or profession, nationality, and residence of the parties should correspond with the particulars given in the registrar's certificate.

The particulars regarding the witnesses to be entered.

8. The full names, rank or profession, and places of residence of the two witnesses to the marriage shall be entered in the register.

Unnecessary information not to be recorded.

9. Nothing except the particulars required by the heading of each column of the register shall be written in the column, care being taken that the particulars belonging to one column do not extend into the adjoining column or into the margin of the register.

Serial number to be continued by successive ministers.

10. A minister making entries in a register book which had been in use by his predecessor shall continue the series of numbers already commenced.

Signature not to be taken before entering of particulars.

11. The signing of blank or partly written folios is strictly forbidden. All the necessary particulars shall be entered in the register in both foil and counterfoil before the entry is signed.

Where signatures are illegible.

12. (1) If any party or witness signs illegibly, or affixes a mark, the minister shall write immediately after such signature or mark the full name of such party or witness, prefixing the words "This is the signature or mark (as the case may be) of _____".

Where signature differs from name.

(2) Where there is a difference between the name of a person already entered and his signature the minister shall, after the person's signature, add the words "This is the signature of _____", inserting the full name of such person.

Where signature is in characters not understood by the minister.

(3) If a person signs his name in characters not understood by the minister, he shall get such person to read out the signature, and if there is any discrepancy between it and the name already entered, shall add an attestation as required in the preceding paragraph.

Where an alias is disclosed.

(4) Where a signature of a person discloses an *alias* to his name, the minister should after the signature add "This is the signature of _____" inserting the full name of such person and the *alias*.

Errors discovered before signing the register.

13. Any error discovered before the signing of the entry must be corrected by the minister by drawing a line clearly over the erroneous word or words so as to leave them legible and by writing above them the correct word or words, and the correction shall be initialled by him.

Errors discovered after the signing of the registers.

14. After an entry has been made and perfected by the signature of the parties, witnesses, and minister, no amendment shall be made, except in the following manner:—

- (1) Every correction above the signatures of the contracting parties shall be initialled and dated by the contracting parties and the minister. If, however, the error is in the number or the heading of the entry, or in the mere spelling of any word which is not the name of a person, the correction may be authenticated by the minister only.
- (2) Every correction below the signatures of the contracting parties shall be initialled and dated by the minister.
- (3) After registration of the marriage by the Provincial or Assistant Provincial Registrar no correction whatever shall be made in the minister's book except upon an order of court.

Erasures.

15. No erasures shall be made with a knife nor any word struck out in such manner as to obliterate the words erased or struck out.

Duplicate statement to be sent to the Provincial or Assistant Provincial Registrar.

16. Section 33 (5) of the Marriage Registration Ordinance, No. 19 of 1907, requires the minister by whom or in whose presence a marriage is registered to transmit within seven days, the duplicate statement of the marriage entry to the Provincial Registrar or to the Assistant Provincial Registrar, within whose territorial jurisdiction the marriage was solemnized, to be recorded in his register. The entry recorded by the Provincial Registrar or Assistant Provincial Registrar constitutes the valid legal registration and is the best proof in law of the marriage.

Acknowledgment of duplicate statement.

17. The acknowledgment which the Provincial Registrar or Assistant Provincial Registrar is required to furnish to the minister under section 33 (6) of Ordinance No. 19 of 1907 of any duplicate statement forwarded by him shall be filed with the connected entry in the minister's register. If not received, the attention of the Provincial Registrar or Assistant Provincial Registrar should be at once invited.

Preservation of registrar's certificate.

18. The registrar's certificate (or certificates) produced to a minister under section 32 for solemnization of a marriage shall be preserved for one year, and be available for reference by the Registrar-General, the Provincial Registrar, or Assistant Provincial Registrar within that period.

Certificate issued in United Kingdom sufficient for solemnization of marriage in Ceylon.

19. If a marriage under "The Marriage of British Subjects (Facilities) Act, 1915," is to be solemnized in Ceylon, the certificate for marriage issued in England and Wales by a Superintendent Registrar, or in Scotland or Ireland by a Registrar, or a certificate of publication of banns in Scotland will be sufficient without any of the usual preliminaries being gone through by the party in Ceylon. But it is necessary that such party should have been resident in the Island at the date of notice in the United Kingdom; and the minister solemnizing the marriage should satisfy himself as to this residence.

E 2134/N 689

"THE NOTARIES ORDINANCE, 1907."

IT is hereby notified that by virtue of the powers vested in him by Article 93 of the Ceylon (State Council) Order in Council, 1931, His Excellency the Governor has withdrawn, under the provisions of section 10 of Ordinance No. 1 of 1907, the warrant granted to Mr. D. E. A. Ranasinghe to practise as a Notary Public in the Sinhalese language throughout Dunagaha pattu of Negombo District, with residence and office at Badalgama.

PERI SUNDARAM,

Minister of Labour, Industry and Commerce.

Colombo, March 10, 1932.

E 2210

"THE NOTARIES ORDINANCE, 1907."

IT is hereby notified that His Excellency the Governor has, under section 20 (2) of the Notaries Ordinance, No. 1 of 1907, cancelled the warrant granted to Mr. D. M. P. R. Senanayake to practise as a Notary Public in the English and Sinhalese languages throughout Dasiya pattu of Negombo District, with residence and office at Minuwangoda and an additional office at Madawala.

PERI SUNDARAM,

Minister of Labour, Industry and Commerce.

March 14, 1932.

"THE MEDICAL ORDINANCE, 1927."

IT is hereby notified that His Excellency the Governor has, under section 17 (1) (f) of "The Medical Ordinance, 1927," nominated Dr. H. U. Leembruggen as a member of the Ceylon Medical Council.

By His Excellency's command,

The Ministry of Health, T. B. PANABOKKE,
Colombo, March 14, 1932. Minister for Health.

A 9/32

IT is hereby notified for general information that the Norwegian Government has acknowledged the accession of Ceylon from the 14th day of November, 1931, to the Convention between the United Kingdom and Norway respecting Legal Proceedings in Civil and Commercial Matters signed at London on the 30th day of January, 1931.

By His Excellency's command,

Chief Secretary's Office, B. H. BOURDILLON,
Colombo, March 15, 1932. Chief Secretary.

TEXT OF CONVENTION.

Convention between His Majesty, in respect of the United Kingdom, and His Majesty the King of Norway regarding Legal Proceedings in Civil and Commercial Matters.

London, January 30, 1931.

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and His Majesty the King of Norway,

Being desirous to render mutual assistance in the conduct of legal proceedings, in their respective territories, in civil and commercial matters which are being dealt with or which may possibly be dealt with by their respective judicial authorities;

Have resolved to conclude a Convention for this purpose and have appointed as their Plenipotentiaries:

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India:

For Great Britain and Northern Ireland:

The Rt. Hon. Arthur Henderson, M.P., His Secretary of State for Foreign Affairs;

and His Majesty the King of Norway:

Monsieur Benjamin Vogt, His Envoy Extraordinary and Minister Plenipotentiary in London;

Who, having communicated their full powers, found in good and due form, have agreed as follows:

I.—PRELIMINARY.

Article 1.

(a) This Convention applies only to civil and commercial matters, including non-contentious matters.

(b) In this Convention the words "territory of one (or of the other) High Contracting Party" shall be interpreted as meaning at any time any of the territories of such High Contracting Party to which the Convention at that time applies.

II.—SERVICE OF JUDICIAL AND EXTRA-JUDICIAL DOCUMENTS.

Article 2.

When judicial or extra-judicial documents drawn up in the territory of one of the High Contracting Parties are required to be served on persons, partnerships, companies, societies or other corporations in the territory of the other High Contracting Party, such documents may be served on the recipient, whatever his nationality, in the manner provided in Article 3.

Article 3.

(a) A request for service shall be addressed by a Diplomatic or Consular Officer of the High Contracting Party from whose territory the documents to be served emanate, to the competent authority of the country where the documents are to be served, requesting such authority to cause the documents to be served. The request shall be sent by such Diplomatic or Consular Officer to such authority.

(b) The request for service shall be drawn up in the language of the country where service is to be effected.

The request for service shall state the full names and descriptions of the parties, the full names, address and description of the recipient, and the nature of the document to be served, and shall enclose the documents to be served in duplicate.

(c) The document to be served shall either be drawn up in the language of the country in which it is to be served, or be accompanied by a translation in such language. Such translation shall be certified as correct by a Diplomatic or Consular Officer of the High Contracting Party from whose territory the document emanates or by a sworn translator of one of the two countries concerned.

(d) Requests for service shall be addressed and sent:—

In Norway to the Tribunal of First Instance in the jurisdiction of which service is to be effected.

In England to the Senior Master of the Supreme Court of Judicature.

If the authority to whom a request for service has been sent is not competent to execute it, such authority shall of his own motion transmit the document to the competent authority of his own country.

(e) Service shall be effected by the competent authority of the country where the document is to be served, who shall serve the document in the manner prescribed by the municipal law of such country for the service of similar documents, except that, if a wish for some special manner of service is expressed in the request for service, such manner of service shall be followed in so far as it is not incompatible with the law of that country.

(f) The execution of the request for service duly made in accordance with the preceding provisions of this Article shall not be refused unless (1) the authenticity of the request for service is not established, or (2) the High Contracting Party in whose territory it is to be effected considers that his sovereignty or safety would be compromised thereby.

(g) The authority by whom the request for service is executed shall furnish a certificate proving the service or explaining the reason which has prevented such service, and setting forth the fact, the manner and the date of such service or attempted service, and shall send the said certificate to the Diplomatic or Consular Officer by whom the request for service was made. The certificate of service or of attempted service shall be placed on one of the duplicates or attached thereto.

Article 4.

(a) The provisions of Articles 2 and 3 in no way prejudice the right to use in the territory of either High Contracting Party without any request to or intervention of the authorities of the country where service is effected, any of the following methods of service in connexion with judicial or extra-judicial documents drawn up in the territory of the other High Contracting Party:—

(1) Service by a Diplomatic or Consular Officer of the High Contracting Party from whose territory the document emanates;

(2) Service by an agent appointed for the purpose either by the judicial authority by whom service of the document is required or by the party on whose application the document was issued;

(3) Through the post;

(4) Any other mode of service recognized by the law existing at the time of service in the country from which the documents emanate.

(b) It is understood that the validity and effect of any such service will remain a matter for the determination of the respective courts of the High Contracting Parties in accordance with their law.

(c) The High Contracting Parties agree that in principle it is desirable that documents served by any of these methods should, unless the recipient is a subject of the High Contracting Party from whose territory the document to be served emanates, either be drawn up in the language of the country in which service is to be effected or accompanied by a translation into such language. Nevertheless, in the absence of any legislation in their respective territories making translations obligatory in such cases, the High Contracting Parties do not accept any obligation in this respect.

Article 5.

(a) In any case where documents have been served in accordance with the provisions of Article 3, the High Contracting Party, by whose Diplomatic or Consular Officer the request for service is addressed, shall pay to the other High Contracting Party any charges and expenses which are payable under the law of the country where the service is effected to the persons employed to effect service, and any charges and expenses incurred in effecting service in a special manner. These charges and expenses shall not exceed such as are usually allowed in the courts of that country.

(b) Repayment of these charges and expenses shall be claimed by the competent authority by whom the service has been effected from the Diplomatic or Consular Officer by whom the request was addressed when sending to him the certificate provided for in Article 3 (g).

(c) Except as provided above, no fees of any description shall be payable by one High Contracting Party to the other in respect of the service of any documents.

III.—TAKING OF EVIDENCE.

Article 6.

When a judicial authority in the territory of one of the High Contracting Parties requires that evidence should be taken in the territory of the other High Contracting Party, such evidence may be taken in the manner prescribed in Article 7. The taking of evidence includes the production, identification and examination of documents.

Article 7.

(a) The judicial authority by whom the evidence is required may, in accordance with the provisions of its law, address itself by means of "Letters of Request" to the competent authority of the country where the evidence is to be taken, requesting such authority to take the evidence.

(b) The "Letter of Request" shall be drawn up in the language of the country where the evidence is to be taken, or be accompanied by a translation in such language. Such translation shall be certified as correct by a Diplomatic or Consular Officer of the High Contracting Party from whose judicial authority the request emanates, or by a sworn translator of one of the two countries concerned. The "Letters of Request" shall state the nature of the proceedings for which the evidence is required, the full names of the parties thereto, and the full names, addresses and descriptions of the witnesses. They shall also either be accompanied by a list of interrogatories to be put to the witness or witnesses and a translation thereof certified as correct in the manner heretofore provided or shall contain full instructions or information as to the matters in relation to which evidence is required, or alternatively shall request the competent authority to allow such questions to be asked *vis à vis* as the parties or their representatives shall desire to ask.

(c) The "Letters of Request" shall be transmitted—

In England by a Norwegian Diplomatic or Consular Officer to the Senior Master of the Supreme Court of Judicature.

In Norway by a British Diplomatic or Consular Officer to the Tribunal of First Instance in the jurisdiction of which the evidence is to be taken.

In case the authority to whom "Letters of Request" are transmitted is not competent to execute them, such authority shall forward the "Letters of Request" without any further request to the competent authority of his own country.

(d) The competent authority to whom the "Letters of Request" are transmitted or forwarded shall give effect thereto and obtain the evidence required by the use of the same compulsory measures and the same procedure as are employed in the execution of a commission or order

emanating from the authorities of his own country, except that if a wish that some special procedure should be followed is expressed in the "Letters of Request" such special procedure shall be followed in so far as it is not incompatible with the law of the country where the evidence is to be taken.

(e) The Diplomatic or Consular Officer by whom the "Letters of Request" are transmitted, shall, if he so desires, be informed of the date and place where the proceedings will take place, in order that he may inform the interested party or parties who shall be permitted to be present in person or to be represented if they so desire.

(f) The execution of the "Letters of Request" can only be refused—

(1) If the authenticity of the "Letters of Request" is not established.

(2) If in the country where the evidence is to be taken the execution of the "Letters of Request" in question does not fall within the functions of the judiciary.

(3) If the High Contracting Party in whose territory the evidence is to be taken considers that his sovereignty or safety would be compromised thereby.

(g) In every instance where the "Letters of Request" are not executed by the authority to whom they are addressed, the latter will at once inform the Diplomatic or Consular Officer by whom they were transmitted, stating the grounds on which the execution of the "Letters of Request" has been refused, or the judicial authority to whom they have been forwarded.

Article 8.

(a) The provisions of Articles 6 or 7 in no way prejudice the right of taking evidence, required by a judicial authority in the territory of one High Contracting Party, in the territory of the other, without any request to or intervention of the authorities of the country where the evidence is taken, by a person qualified to do so according to the law of the country by whose court the evidence is required. Such person may be a Diplomatic or Consular Officer of the High Contracting Party whose court requires the evidence or any other suitable person directly appointed for the purpose.

(b) It is understood that where the method of taking evidence referred to in the preceding paragraph is employed, the procedure must be entirely voluntary and no measures of compulsion can be employed and the admissibility of evidence so taken remains a matter for the determination of the respective courts of the High Contracting Parties in accordance with their law.

Article 9.

The fact that an attempt to take evidence by the method mentioned in Article 8 has failed owing to the refusal of any witness to appear, to give evidence or to produce documents, does not preclude a request being subsequently made in accordance with Article 7.

Article 10.

(a) Where evidence is taken in the manner provided in Article 7 the High Contracting Party by whose judicial authority the "Letters of Request" are addressed shall repay to the other High Contracting Party any expenses incurred by the competent authority of the latter in the execution of the request in respect of any charges and expenses payable to witnesses, experts, interpreters, or translators, the costs of obtaining the attendance of witnesses who have not appeared voluntarily, and the charges and expenses payable to any person whom such authority may have deputed to act in cases where the law of his own country permits this to be done, and any charges and expenses incurred by reason of a special procedure being requested and followed. These expenses shall be such as are usually allowed in similar cases in the courts of the country where the evidence has been taken.

(b) The repayment of these expenses shall be claimed by the competent authority by whom the "Letters of Request" have been executed from the Diplomatic or Consular Officer by whom they were transmitted when sending to him the documents establishing their execution.

(c) Except as above provided, no fees of any description shall be payable by one High Contracting Party to the other in respect of the taking of evidence.

IV.—JUDICIAL ASSISTANCE FOR POOR PERSONS, IMPRISONMENT FOR DEBT AND SECURITY FOR COSTS.

Article 11.

The subjects of one High Contracting Party shall enjoy in the territory of the other High Contracting Party a perfect equality of treatment with subjects of that High Contracting Party as regards free judicial assistance for poor persons and imprisonment for debt; and provided

that they are resident in any such territory, shall not be compelled to give security for costs in any case where a subject of such other High Contracting Party would not be so compelled.

V.—GENERAL PROVISIONS.

Article 12.

Any difficulties which may arise in connexion with the operation of this Convention shall be settled through the Diplomatic channel.

Article 13.

The present Convention, of which the English and Norwegian texts are equally authentic, shall be subject to ratification. Ratifications shall be exchanged in London. The Convention shall come into force one month after the date on which ratifications are exchanged and shall remain in force for three years after the date of its coming into force. If neither of the High Contracting Parties shall have given notice through the diplomatic channel to the other not less than six months before the expiration of the said period of three years of his intention to terminate the Convention, it shall remain in force until the expiration of six months from the day on which either of the High Contracting Parties shall have given notice to terminate it.

Article 14.

(a) This Convention shall not apply *ipso facto* to Scotland or Northern Ireland, nor to any of His Britannic Majesty's Colonies or Protectorates, nor to any territories under his suzerainty, nor to any mandated territories administered by his Government in the United Kingdom of Great Britain and Northern Ireland, but His Britannic Majesty may at any time, while the Convention is in force, under Article 13, by a notification given through his Minister at Oslo, extend the operation of this Convention to any of the above-mentioned territories.

(b) Such notification shall state authorities in the territory concerned to whom requests for service or for the taking of evidence are to be transmitted, and the language in which communications and translations are to be made. The date of the coming into force of any such extension shall be one month from the date of such notification.

(c) Either of the High Contracting Parties may, at any time after the expiry of three years from the coming into force of an extension of this Convention to any of the territories referred to in paragraph (a) of this Article, terminate such extension on giving six months' notice of termination through the diplomatic channel.

(d) The termination of the Convention under Article 13 shall, unless otherwise expressly agreed to by both High Contracting Parties, *ipso facto* terminate it in respect of any territories to which it has been extended under paragraph (a) of this Article.

Article 15.

(a) His Britannic Majesty may at any time, while the present Convention is in force, either under Article 13 or by virtue of any accession under this Article, by a notification given through the diplomatic channel accede to the present Convention in respect of any of His self-governing Dominions or India, provided that no notification of accession may be given at any time when His Majesty the King of Norway has given notice of termination in respect of all the territories of His Britannic Majesty to which the Convention applies. The provisions of Article 14 (b) shall be applicable to such notification. Any such accession shall take effect one month after the date of its notification.

(b) After the expiry of three years from the date of the coming into force of any accession under paragraph (a) of this Article, either of the High Contracting Parties may, by giving a six months' notice of termination through the diplomatic channel, terminate the application of the Convention to any country in respect of which a notification of accession has been given. The termination of the Convention under Article 13 shall not affect its application to any such country.

(c) Any notification of accession under paragraph (a) of this Article may include any dependency or mandated territory administered by the Government of the country in respect of which such notification of accession is given; and any notice of termination in respect of any such country under paragraph (b) shall apply to any dependency or mandated territory which was included in the notification of accession in respect of that country.

In witness whereof the undersigned have signed the present Convention, in English and Norwegian, and have affixed thereto their seals.

Done in duplicate at London, the 30th day of January, 1931.

(L.S.) ARTHUR HENDERSON.
(L.S.) B. VOGT.

EXCISE ADVISORY COMMITTEES.

HIS Excellency the Governor has been pleased, in terms of Excise Notification No. 181, to appoint, with effect from February 1, 1932, and until further notice, the following persons to be members of the Excise Advisory Committees for the areas noted above their names.

D. B. JAYATILAKA,
Minister for Home Affairs.

LIST OF MEMBERS REFERRED TO.

Western Province.

(1) Colombo Municipal Council Area.

The Government Agent, Western Province (Chairman).
The Chairman, Municipal Council.
The Superintendent of Police, Colombo.
Mr. M. L. M. Reyal (nominated by the Municipal Council of Colombo).
Mr. George Brown (nominated by the Ceylon Chamber of Commerce).
Mr. R. Nadarajah, J.P. (nominated by the Governor).
Gate Mudaliyar Walter Dias Bandaranayake (nominated by the Governor).
Mr. A. E. Goonesinha, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) Dehiwala-Mount Lavinia Urban District Council Area.

The Chairman, Urban District Council, Dehiwala-Mount Lavinia (Chairman).
The Superintendent of Police, Western Province (nominated by the Governor).
Mr. D. R. de S. Abhanayake (nominated by the Urban District Council).
Dr. Roy Dias (nominated by the Governor).
Mr. Leo G. de Alwis (nominated by the Governor).
Mr. S. W. Dassenaik, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) Moratuwa Urban District Council Area.

The Chairman, Urban District Council, Moratuwa (Chairman).
The Mudaliyar, Salpiti korale (nominated by the Governor).
Dr. K. J. de Silva (nominated by the Urban District Council).
Mr. J. Gerald Fernando (nominated by the Governor).
Rev. W. E. Botejue (nominated by the Governor).
Mr. W. A. de Silva, M.S.C. (nominated by the Governor to represent the general public of the district).

(4) Minuwangoda Local Board Area.

The Chairman, Local Board, Minuwangoda (Chairman).
The Mudaliyar, Alutkuru korale north (nominated by the Governor).
Mr. S. V. A. Rajapaksa (nominated by the Local Board).
Mr. D. A. Samaraveera (nominated by the Governor).
Mr. T. S. Gunawardene (nominated by the Governor).
Mr. D. M. P. R. Senanayake (nominated by the Governor to represent the general public of the district).

(5) Colombo Revenue District Area (outside Municipal Council, Urban District Councils, and Local Board Areas).

The Government Agent, Western Province (Chairman).
The Attapattu Mudaliyar (nominated by the Governor).
Mr. N. W. Bently Buckle (nominated by the Ceylon Planters' Association).
Mr. S. Pararajasingham (nominated by the Low-country Products Association).
Mr. D. P. Jayasuriya, M.S.C. (nominated by the Governor).
Mr. F. A. Obeyesekere, M.S.C. (nominated by the Governor to represent the general public of the district).

(6) Negombo Urban District Council Area.

The Chairman, Urban District Council, Negombo (Chairman).
The District Engineer (nominated by the Governor).
Mr. M. Austin Fernando (nominated by the Urban District Council).
Mr. C. J. Edirisinghe (nominated by the Governor).
Mr. John H. Perera (nominated by the Governor).
Gate Mudaliyar A. E. Rajapakse, M.S.C. (nominated by the Governor to represent the general public of the district).

(7) Negombo Revenue District Area (outside Urban District Council Area).

The Government Agent, Western Province (Chairman).
Mudaliyar C. H. A. Samarakkody (nominated by the Governor).

Mr. J. E. P. Rajapaksa (nominated by the Low-country Products Association).

Mr. S. C. Sansoni, J.P., U.P.M. (nominated by the Governor).

Mr. S. W. R. Dias Bandaranayake, M.S.C. (nominated by the Governor).

Gate Mudaliyar A. E. Rejapakse, M.S.C. (nominated by the Governor to represent the general public of the district).

(8) *Kalutara Urban District Council Area.*

The Chairman, Urban District Council, Kalutara (Chairman).

The Superintendent of Police, Kalutara (nominated by the Governor).

Mr. C. P. Wijeratne (nominated by the Urban District Council).

Mr. R. H. Wijemanne (nominated by the Governor).

Dr. J. A. Scharenguivel (nominated by the Governor).

Mr. D. D. Athulathmudali, M.S.C. (nominated by the Governor to represent the general public of the district).

(9) *Kalutara Revenue District Area (outside Urban District Council Area).*

The Assistant Government Agent, Kalutara (Chairman).

The Superintendent of Police, Kalutara (nominated by the Governor).

Mr. Wilnot Perera (nominated by the Planters' Association).

Muhandiram Arnold Goonawardene (nominated by the Governor).

Mr. C. P. Wijeratne (nominated by the Low-country Products Association).

Mr. E. W. Perera, M.S.C. (nominated by the Governor to represent the general public of the district).

(10) *Panadure Urban District Council Area.*

The Chairman, Urban District Council, Panadure (Chairman).

The Assistant Superintendent of Police, Panadure (nominated by the Governor).

Mr. D. R. de Silva (nominated by the Urban District Council).

Dr. A. S. Goonawardene (nominated by the Governor).

Mr. A. V. Dias (nominated by the Governor).

Mr. D. Susanta de Fonseka, M.S.C. (nominated by the Governor to represent the general public of the district).

Central Province.

(1) *Kandy Municipal Council Area.*

The Government Agent, Central Province (Chairman).

The Superintendent of Police, Central Province, Kandy.

Mr. J. C. Ratwatte, Adigar, M.S.C. (nominated by the Municipal Council).

Dr. J. W. S. Attygalle (nominated by the Governor).

Mr. C. Vanderwall (nominated by the Governor).

Mr. George E. de Silva, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Kandy Revenue District Area (outside Municipal and Local Board Areas).*

The Government Agent, Central Province (Chairman).

Mr. J. C. Ratwatte, Adigar, M.S.C. (nominated by the Governor).

Mr. J. C. R. Notley (nominated by the Ceylon Planters' Association).

Mr. George E. de Silva, M.S.C. (nominated by the Low-country Products Association).

Mr. A. C. Houlder (nominated by the Governor).

Mr. P. B. Nugawela Dissawa, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Gampola Local Board Area.*

The Chairman, Local Board, Gampola (Chairman).

The Medical Officer, Gampola (nominated by the Governor).

Mr. E. G. Jonklaas (nominated by the Local Board).

Mr. A. V. van Langenberg (nominated by the Governor).

Mr. P. D. Pelpola (nominated by the Governor).

Hon. Mr. T. B. Panabokke, M.S.C. (nominated by the Governor to represent the general public of the district).

(4) *Nawalapitiya Local Board Area.*

The Chairman, Local Board, Nawalapitiya (Chairman).

The Medical Officer, Nawalapitiya (nominated by the Governor).

Mr. H. O. Lebbe (nominated by the Local Board).

Mr. G. G. Punchihewa (nominated by the Governor).

Mr. Leslie F. Roundell (nominated by the Governor).

Mr. D. P. Setunga (nominated by the Governor to represent the general public of the district).

(5) *Hatton Local Board Area.*

The Chairman, Local Board, Hatton (Chairman).

The Medical Officer, Dikoya (nominated by the Governor).

Mr. B. S. Mendis (nominated by the Local Board).

Mr. J. A. Aiyadurai (nominated by the Governor).

Mr. M. R. Fernando (nominated by the Governor).

Mr. D. S. C. Umagiliya (nominated by the Governor to represent the general public of the district).

(6) *Nuwara Eliya Board of Improvement Area.*

The Chairman, Board of Improvement, Nuwara Eliya (Chairman).

The District Medical Officer (nominated by the Governor).

Mr. Timothy de Silva (nominated by the Board of Improvement).

Rev. Father A. Siriwardene (nominated by the Governor).

Mr. Eric Misso (nominated by the Governor).

Mr. E. W. Abeygunasekera, M.S.C. (nominated by the Governor to represent the general public of the district).

(7) *Nuwara Eliya Revenue District Area (outside Board of Improvement Area).*

The Assistant Government Agent (Chairman).

The Gravets Mudaliyar, Nuwara Eliya (nominated by the Governor).

Mr. J. E. B. Baillie Hamilton (nominated by the Ceylon Planters' Association).

Mr. C. T. Nettleton (nominated by the Governor).

Mr. E. C. Elliot (nominated by the Governor).

Mr. S. Vytilingam, M.S.C. (nominated by the Governor to represent the general public of the district).

(8) *Matale Urban District Council Area.*

The Chairman, Urban District Council, Matale (Chairman).

The District Medical Officer, Matale (nominated by the Governor).

Mr. S. W. Wijeyatileke (nominated by the Urban District Council).

Mr. F. J. van Rooyen (nominated by the Governor).

Mr. K. M. Kadiravai (nominated by the Governor).

Mr. W. T. B. Karalliadda, M.S.C. (nominated by the Governor to represent the general public of the district).

(9) *Matale Revenue District Area (outside Urban District Council Area).*

The Assistant Government Agent, Matale (Chairman).

The Ratemahatmaya, Matale South (nominated by the Governor).

Mr. C. Pern (nominated by the Ceylon Planters' Association).

Mr. H. W. E. Dias Wanigasekera (nominated by the Governor).

Mr. Edward de Silva (nominated by the Governor).

Mr. P. B. Nugawela, Disawa, M.S.C. (nominated by the Governor to represent the general public of the district).

Eastern Province.

(1) *Batticaloa Local Board Area.*

The Chairman, Local Board, Batticaloa (Chairman).

The Provincial Surgeon, Eastern Province (nominated by the Governor).

Mr. S. W. Stephens (nominated by the Local Board).

Mr. K. Kanakasapai (nominated by the Governor).

Rev. Father F. Bonnel, S.J. (nominated by the Governor).

Mr. M. M. Subramaniam, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Batticaloa Revenue District Area (outside Local Board Area).*

The Government Agent, Eastern Province (Chairman).

The Provincial Surgeon, Eastern Province (nominated by the Governor).

Mr. C. Muttiah, J.P. (nominated by the Governor).

Mr. M. C. Abdul Cader (nominated by the Governor).

Rev. Father F. Bonnel, S.J. (nominated by the Governor).

Mr. M. M. Subramaniam, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Trincomalee Local Board Area.*

The Chairman, Local Board (Chairman).

The District Medical Officer, Trincomalee (nominated by the Governor).

Mr. M. Somanathapillai (nominated by the Local Board).

Rev. Father F. X. Heimburger, S.J. (nominated by the Governor).

Mr. W. G. Vallipuram (nominated by the Governor).

Mr. M. M. Subramaniam, M.S.C. (nominated by the Governor to represent the general public of the district).

(4) *Trincomalee Revenue District Area (outside Local Board Area).*

The Assistant Government Agent (Chairman).
The Kachcheri Mudaliyar, Trincomalee (nominated by the Governor).
The Rev. G. W. Harrison (nominated by the Governor).
Mr. S. E. Abdul Rasool (nominated by the Governor).
Mr. N. Swaminathapillai (nominated by the Governor).
Mr. M. M. Subramaniam, M.S.C. (nominated by the Governor to represent the general public of the district).

Southern Province.(1) *Galle Municipal Council Area.*

The Government Agent, Southern Province (Chairman).
The Superintendent of Police, Southern Province.
Mr. C. L. Wickremasinghe (nominated by the Municipal Council).
The Very Rev. Father J. B. de Geradon, S.J. (nominated by the Governor).
Mr. J. E. Perera (nominated by the Governor).
Mr. H. W. Amarasuriya, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Galle Revenue District Area (outside Municipal Council Area).*

The Government Agent, Southern Province (Chairman).
The Superintendent of Police, Southern Province (nominated by the Governor).
Mr. E. D. Bowman (nominated by the Ceylon Planters' Association).
Mr. Upali N. M. Gooneratne (nominated by the Low-country Products Association).
Mr. N. de Alwis (nominated by the Governor).
Mr. G. Robert de Zoysa, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Matara Urban District Council Area.*

The Chairman, Urban District Council, Matara (Chairman).
The Superintendent of Police, Matara (nominated by the Governor).
Mr. Wilfred Gunasekera (nominated by the Urban District Council).
Mr. E. M. W. Jayasuriya (nominated by the Governor).
Rev. J. Simon de Silva (nominated by the Governor).
Mr. S. S. Jayawickreme (nominated by the Governor to represent the general public of the district).

(4) *Matara Revenue District Area (outside Urban District Council Area).*

The Assistant Government Agent, Matara (Chairman).
The Superintendent of Police, Matara (nominated by the Governor).
Mr. R. D. Hodgson (nominated by the Ceylon Planters' Association).
Mr. E. J. Buultjens (nominated by the Low-country Products Association).
Mr. G. H. Altendorf (nominated by the Governor).
Mr. David Wanigasekera, M.S.C. (nominated by the Governor to represent the general public of the district).

(5) *Hambantota Revenue District Area.*

The Assistant Government Agent, Hambantota (Chairman).
Mudaliyar H. A. Dhanayake (nominated by the Governor).
Mr. L. G. Poulier (nominated by the Governor).
Mr. T. K. Burah (nominated by the Governor).
Mr. C. A. Wickramasinghe (nominated by the Governor).
Mr. V. S. de S. Wikramanayake, M.S.C. (nominated by the Governor to represent the general public of the district).

North-Central Province.(1) *Anuradhapura Local Board Area.*

The Chairman, Local Board (Chairman).
The Provincial Surgeon, North-Central Province (nominated by the Governor).
Mr. S. D. Krishnaratne, J.P., U.P.M. (nominated by the Governor).
Mr. M. A. Masilamani (nominated by the Governor).
Mr. S. Natarajah (nominated by the Local Board).
Mr. H. R. Freeman, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Anuradhapura Revenue District Area (outside Local Board Area).*

The Government Agent, North-Central Province (Chairman).
The Provincial Surgeon, North-Central Province (nominated by the Governor).
Mr. S. D. Krishnaratne (nominated by the Governor).
Mr. V. Ramasamy (nominated by the Governor).
Mr. D. S. Arumukam (nominated by the Governor).
Mr. H. R. Freeman, M.S.C. (nominated by the Governor to represent the general public of the district).

North-Western Province.(1) *Kurunegala Urban District Council Area.*

The Chairman, Urban District Council, Kurunegala (Chairman).
The Superintendent of Police, North-Western Province (nominated by the Governor).
Dr. H. K. T. de Zylva (nominated by the Urban District Council).
Mr. J. H. E. Amarasekera (nominated by the Governor).
Mr. A. B. C. de Soysa (nominated by the Governor).
Mr. J. L. Kotalawala, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Kurunegala Revenue District Area (outside Urban District Council Area).*

The Government Agent, North-Western Province (Chairman).
The Superintendent of Police, North-Western Province (nominated by the Governor).
Mr. B. H. C. Mendis (nominated by the Ceylon Planters' Association).
Mr. T. B. L. Moonemalle (nominated by the Governor).
Mr. A. P. Goonetilleke (nominated by the Low-Country Products Association).
Mr. R. S. Tennekoon, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Puttalam Local Board Area.*

The Chairman, Local Board, Puttalam (Chairman).
Mr. W. E. P. Wijesinghe, Gravets Mudaliyar (nominated by the Governor).
Mr. H. S. Ismail (nominated by the Local Board).
Rev. Father T. Kohler (nominated by the Governor).
Mr. W. S. Strong (nominated by the Governor).
Sir H. L. De Mel, C.B.E., M.S.C. (nominated by the Governor to represent the general public of the district).

(4) *Puttalam Revenue District Area (outside Local Board Area).*

The Assistant Government Agent, Puttalam (Chairman).
Mr. Frank de Costa, Mudaliyar, Puttalam pattu (nominated by the Governor).
Mr. R. Anderson (nominated by the Ceylon Planters' Association).
Mr. W. A. Muttukumaru (nominated by the Low-Country Products Association).
Mr. S. S. Gnanamuttu (nominated by the Governor).
Sir H. L. De Mel C.B.E., M.S.C. (nominated by the Governor to represent the general public of the district).

(5) *Chilaw Urban District Council Area.*

The Chairman, Urban District Council, Chilaw (Chairman).
Mr. R. H. Abeysekera, Mudaliyar, Pitigal korale north (nominated by the Governor).
Mr. C. V. M. Panditasekera (nominated by the Urban District Council).
Mr. E. C. S. Storer (nominated by the Governor).
Mr. S. G. Sansoni (nominated by the Governor).
Mr. G. C. S. Corea, M.S.C. (nominated by the Governor to represent the general public of the district).

(6) *Chilaw Revenue District Area (outside Urban District Council Area).*

The Assistant Government Agent, Puttalam (Chairman).
Mr. C. A. Abeyeratne, Mudaliyar, Pitigal korale south (nominated by the Governor).
Mr. Austin Ekanayake (nominated by the Ceylon Planters' Association).
Mr. G. Panditasekera (nominated by the Low-country Products Association).
Mr. W. S. C. Fernando (nominated by the Governor).
Mr. G. C. S. Corea, M.S.C. (nominated by the Governor to represent the general public of the district).

Province of Uva.(1) *Badulla Local Board Area.*

The Chairman, Local Board (Chairman).
The District Medical Officer, Badulla (nominated by the Governor).
Mr. M. I. Packir Saibo, J.P. (nominated by the Local Board).
Mr. T. F. Blaze (nominated by the Governor).
Mr. L. A. Ranasinghe (nominated by the Governor).
Mr. D. H. Kotalawala, M.S.C. (nominated by the Governor to represent the general public of the district).

(2) *Bandarawela Local Board Area.*

The Chairman, Local Board (Chairman).
The Inspecting Medical Officer, Uva (nominated by the Governor).
Mr. K. P. D. E. Kodagoda (nominated by the Local Board).
Dr. G. S. van Rooyen (nominated by the Governor).
Mr. D. L. Perera (nominated by the Governor).
Mr. Abdy Fellowes-Gordon, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Badulla Revenue District Area (outside Local Board Areas).*

The Government Agent, Uva (Chairman).
The Provincial Engineer, Uva (nominated by the Governor).
Mr. G. Adams (nominated by the Ceylon Planters' Association).
Mr. D. H. Kotalawala, M.S.C. (nominated by the Governor).
Mr. M. C. F. Potger (nominated by the Governor).
Mr. G. C. Rambukpota, M.S.C. (nominated by the Governor to represent the general public of the district).

Province of Sabaragamuwa.

(1) *Ratnapura Urban District Council Area.*

The Chairman, Urban District Council, Ratnapura (Chairman).
The District Judge, Ratnapura (nominated by the Governor).
Mr. B. L. Abeyaratne (nominated by the Urban District Council).
Mr. A. Wijetilleke (nominated by the Governor).
Mr. C. F. Dharmaratne (nominated by the Governor).
Mr. P. A. Dharmadasa (nominated by the Governor to represent the general public of the district).

(2) *Ratnapura Revenue District Area (outside Urban District Council Area).*

The Government Agent, Sabaragamuwa (Chairman).
Mr. D. Wanasundera, Kachcheri Mudaliyar (nominated by the Governor).
Mr. P. S. Bridge (nominated by the Planters' Association).
Mr. Leo B. de Mel (nominated by the Low-country Products Association).
Gate Mudaliyar G. R. P. Jayawardene (nominated by the Governor).
Mr. D. J. Wimalasurendra, M.S.C. (nominated by the Governor to represent the general public of the district).

(3) *Kegalla Local Board Area.*

The Chairman, Local Board, Kegalla (Chairman).
The Superintendent of Police, Kegalla (nominated by the Governor).
Mr. Aelian Ondaatje (nominated by the Governor).
Mr. W. O. Herat (nominated by the Governor).
Mr. E. A. Peiris (nominated by the Local Board).
Hon. Mr. A. F. Molamure, M.S.C. (nominated by the Governor to represent the general public of the district).

(4) *Kegalla Revenue District Area (outside Local Board Area).*

The Assistant Government Agent, Kegalle (Chairman).
The Superintendent of Police, Kegalle (nominated by the Governor).
Hon. Mr. A. F. Molamure, M.S.C. (nominated by the Governor).
Mr. Fred M. Dias Bandaranayake (nominated by the Low-Country Products Association).
Mr. A. A. Franklin (nominated by the Ceylon Planters' Association).
Mrs. A. F. Molamure, M. S. C. (nominated by the Governor to represent the general public of the district).

Northern Province.

(1) *Jaffna Urban District Council Area.*

The Chairman, Urban District Council, Jaffna (Chairman).
The Provincial Surgeon, Northern Province (nominated by the Governor).
Mr. R. Subramaniam (nominated by the Urban District Council).
Mr. V. Ramalingam (nominated by the Governor).
Mr. N. Selvadurai (nominated by the Governor).
Mr. C. K. Swaminathan (nominated by the Governor to represent the general public of the district).

(2) *Jaffna Revenue District (outside Urban District Council Area).*

The Government Agent, Northern Province (Chairman).
The Provincial Surgeon, Northern Province (nominated by the Governor).

Mr. T. R. Nalliah (nominated by the Governor).
Mr. C. Muttuvelu (nominated by the Governor).
Mudaliyar A. Naganather (nominated by the Governor).
Mr. S. Sivapadasundaram (nominated by the Governor to represent the general public of the district).

(3) *Mannar Revenue District Area.*

The Assistant Government Agent, Mannar (Chairman).
Mr. V. Saravanamuttu (nominated by the Governor).
—Mr. A. L. Savundranayagam (nominated by the Governor).
Mr. Felix S. Paul (nominated by the Governor).
Rev. D. N. Muttiah (nominated by the Governor).
Mr. S. M. Anantham, J.P., U.P.M., M.S.C. (nominated by the Governor to represent the general public of the district).

(4) *Mullaitivu Revenue District Area.*

The Assistant Government Agent, Mullaitivu (Chairman).
Mr. A. R. James (nominated by the Governor).
Rev. Father H. Morean, O.M.I. (nominated by the Governor).
Mr. P. R. Mappanar (nominated by the Governor).
Mr. U. T. Swaminather (nominated by the Governor).
Mr. S. M. Ananthan, J.P., U.P.M., M.S.C. (nominated by the Governor to represent the general public of the district).

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

No. 27—*Morawaka Electoral District.*

NOTICE is hereby given that the revised register of voters relating to the above-named electoral district has been certified, and that such register, or a copy thereof, is open for inspection during office hours at the under-mentioned Government offices:—

- (1) The Kachcheri, Matara.
- (2) The Kachcheri, Hambantota.

H. J. L. LEIGH-CLARE,
Registering Officer, No. 27, Morawaka
The Kachcheri, Electoral District.
Matara, March 18, 1932.

CF 1123/32

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

IT is hereby notified that, in pursuance of the powers in him vested by Article 33 (2) of the Ceylon (State Council) Order in Council, 1931, the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to amend Group III. of the Second Schedule of the said Order in Council by the addition thereto of "Income Tax" as a subject in the charge of the Financial Secretary.

By His Excellency's command,

C. C. WOOLLEY,
Secretary to the Governor.
Nuwara Eliya, March 15, 1932.

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

IN pursuance of Land Sale and Lease Regulations Nos. 58 and 59, notice is hereby given that an application has been made by the Trustee of the Pilliyar Kovil, Kandy, for a preferential lease of the land called Bahirawakanda *alias* Military land shown in P. P. 9,176 as lots 2 and 3, and containing in extent 9·8 perches, situated within the Municipal limits of Kandy, for the purpose of constructing a road over it and thereby improving the amenities of the said Kovil.

As the construction of the proposed road will improve the amenities of the Kovil and will be of benefit to those who worship thereat, the above-mentioned land will be leased to the Trustee of the Pilliyar Kovil, Kandy, at a rental of one rupee per annum, for a period of ninety-nine years, with the option of renewal for a further period of a similar term, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

C. V. BRAYNE,
Land Commissioner.
Office of the Land Commissioner,
Colombo, March 12, 1932.

Comparative Monthly Return of Revenue from October, 1928, to October, 1931.

O 188/2 (BK)

	1928-29.	1929-30.	1929-30.	1931-32.
	Rs.	Rs.	Rs.	Rs.
October ..	7,622,239	8,773,569	7,148,094	6,613,536
November ..	8,058,993	8,328,489	6,518,337	
December ..	6,861,348	7,198,824	7,107,763	
January ..	10,769,650	11,166,690	9,308,940	
February ..	8,244,088	8,048,732	7,455,232	
March ..	11,269,056	11,112,419	9,479,925	
April ..	8,305,809	7,636,176	6,385,154	
May ..	8,354,681	7,172,719	7,272,898	
June ..	8,265,786	7,161,087	6,523,126	
July ..	9,248,623	8,385,338	6,822,060	
August ..	8,507,417	7,579,534	6,484,740	
September ..	12,310,584	18,363,286	21,261,287	
Total ..	107,818,274	110,926,863	101,767,556	

General Treasury,
Colombo, March 15, 1932.

E. RODRIGO,
Acting Deputy Financial Secretary.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1932.

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

3. Tenders should either be deposited in the tender box in the Office of the Deputy Financial Secretary, or be sent through the post under registered cover.

4. Tenders should be marked "Tender for Diets, — Hospital" in the left hand top corner of the envelope, and should reach the Office of the Deputy Financial Secretary not later than midday on April 26, 1932.

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

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Office of the Director of Medical and Sanitary Services.

7. If required samples must be deposited.

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

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

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for any period less than three years.

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

13. Tenderers, who have not previously held Government contracts, when applying for tender forms, should

furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property and the nature and the extent of other interests should also be given.

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

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

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

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

R. BRIERCLIFFE,

Director of Medical and Sanitary Services.

Colombo, March 15, 1932.

SCHEDULE REFERRED TO.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions with milk to the following institutions:—		
Agrapatna Hospital ..	200	400
Dambulla Hospital ..	200	400
Deltota Hospital ..	200	400
Dolosbage Hospital ..	200	400
Madulkelle Hospital ..	300	600
Mulhalkelle Hospital ..	200	400
Ramboda Hospital ..	200	400
Maskeliya Hospital ..	300	600
Nawalapitiya Hospital ..	500	1,000
Watawala Hospital ..	150	300
Supply of cooked provisions without milk to the following institutions:—		
Pussellawa Hospital ..	200	400
Teldeniya Hospital ..	200	400
Bogawantalawa Hospital ..	100	200
Dikoya Hospital ..	500	1,000
Dimbulla Hospital ..	200	400
Gampola Hospital ..	200	400
Lindulla Hospital ..	300	600
Matale Hospital ..	500	1,000
Maturata Hospital ..	300	600
Uda Pussellawa Hospital ..	300	600
Supply of uncooked provisions without milk to the following institutions:—		
Kandy Hospital ..	750	1,500
Nuwara Eliya Hospital ..	500	1,000

It is notified for general information that paragraphs 3, 6, 9, and 11 of my notification dated February 22, 1932, appearing in the *Government Gazette* No. 7,909 of February 26, 1932, are hereby cancelled, and that the following paragraphs are substituted therefor:—

3. Tenders should either be deposited in the tender box in the Office of the Deputy Financial Secretary, or be sent through the post under registered cover.

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Office of the Director of Medical and Sanitary Services.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for any period less than three years.

R. BRIERCLIFFE,

Director of Medical and Sanitary Services.

Colombo, March 16, 1932.

TENDERS are hereby invited for bottling at the Government Warehouses in (a) Kalutara, (b) Kandy, such quantities of arrack as the Excise Commissioner may require in such weekly quantities as he may fix, during the period from March 1, 1933, to February 28, 1935. The Excise Commissioner will ordinarily require arrack to be bottled in such quantities and in such kinds of bottles as are necessary to meet the demand of the renters.

"Bottling" will be deemed to include supplying and washing empty bottles, measuring, corking, sealing, and labelling. The bottles, corks, labels, sealing wax, and all other materials required for the bottling operations must be supplied by the contractor at his own expense. The labels and corks must be of first rate quality, and must be approved by the Excise Commissioner. Labels must be submitted for approval not later than two weeks after the signing of the contract. The water used for washing bottles will be required to be pure and good, and to be supplied by the contractor at his own expense, when and where necessary.

"Sealing" will be deemed to consist of making a clear and easily distinguishable impression of a seal to be supplied by the contractor or by the Excise Commissioner as the latter may determine, on sealing wax of good quality which will be required to be so laid as to cover the whole of the top of the cork and the neck of the bottle to a depth of at least one-quarter of an inch below the rim.

2. All tenders must be in duplicate and sealed under one cover, and must be addressed to the Chairman of the Tender Board at the General Treasury, Colombo.

3. Tenders must either be deposited in the tender box in the General Treasury, or be sent through the post under registered cover.

4. Tenders must be marked "Tender for Bottling Arrack" in the left hand top corner of the envelope, and must reach the Chairman of the Tender Board not later than 12 noon on Tuesday, April 26, 1932.

5. Each tenderer must quote alternative rates (a) for doing the work of washing, measuring, filling, corking, and labelling by up-to-date machinery to be worked by an engine, and (b) for doing it by hand; and must state clearly in words and in figures the rate demanded for bottling each gallon of arrack (a) with machinery, (b) without machinery, in (1) white bottles of the capacity of $\frac{1}{4}$ of an imperial gallon (reputed quart), (2) black bottles of the capacity of $\frac{1}{4}$ of an imperial gallon, (3) pints of the capacity of $\frac{1}{12}$ of an imperial gallon.

The use of bottles of odd sizes, and of bottles bearing trade marks or other embossed trade descriptions, which has been permitted under previous contracts, will not be permitted under this contract.

5A. The cost of the labels should be included in the rate for bottling. The label shall bear the name of the Warehouse at which arrack is bottled.

6. The quantity that will be required to be bottled in each of the three kinds of bottles mentioned above will be determined at his absolute discretion by the Excise Commissioner, who will communicate to the contractor or his Agent either directly or through the warehouse officer, not later than 12 noon of the Saturday, immediately preceding, the quantity of bottles of each kind that will be required to be filled during the ensuing week.

The Excise Commissioner reserves to himself the right, should the contractor, in any one week, fail to bottle the quantity of each kind or size of bottle so required to cancel the contract without notice and to make such other arrangements as he may consider necessary for bottling the arrack required by him during the unexpired period of the contract; or, in lieu of such cancellation, to recover from the contractor as penalty, a sum not exceeding Rs. 50 in respect of each such default, from sums payable to the contractor under the contract. The contract will further provide that should the Excise Commissioner cancel the contract in the manner above provided the contractor will be liable to pay to the Crown a sum equivalent to the sum by which the amount expended by the Excise Commissioner in getting the required quantity of arrack bottled during the unexpired period of the contract exceeds the sum payable to the contractor under the contract for bottling a like quantity.

7. The contractor will be required to keep the warehouse premises free of all broken glass and straw, and to remove accumulations of broken glass at least once a week, and accumulations of straw daily.

8. Tenders must be made on forms which will be supplied on application at the Excise Commissioner's Office, and no tender will be considered unless it is on the recognized form. All alterations must be initialled by the tenderer. Any tender containing alterations which are not so initialled will be liable to be treated as informal and rejected.

9. A deposit of Rs. 1,000 will be required to be made at the General Treasury or at any Kachcheri. The receipt in respect of such deposit will be required to be produced at the Excise Commissioner's Office before any form of tender is issued. If any person whose tender has been accepted declines or fails to enter into the contract and bond, or fails to furnish approved security, within ten days of receiving notice in writing from the Excise Commissioner, or his duly authorized representative, that his tender has been accepted, such deposit will be confiscated, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after the contract has been signed.

10. Every tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become sureties for the due fulfilment of the contract. An address for delivery of letters or notices to the tenderer must be inscribed on each tender.

11. No tender will be considered unless all the conditions set forth above have been strictly fulfilled.

12. The successful tenderer or tenderers will be required to execute a bond or bonds for the sum specified below in respect of each centre by hypothecation of approved title deeds with two sureties, each for a sum equal to that hypothecated by the tenderer, or to deposit with the Deputy Financial Secretary in the name of the Excise Commissioner the sum specified below in cash and to sign a bond binding himself to observe the terms of the contract. All other information required can be obtained at the Excise Commissioner's Office.

	Security required if by Hypothecation of Title Deeds.	Security required if in Cash.
	Rs.	Rs.
(a) Kalutara or (b) Kandy	1,500	1,000

13. The contractor's obligations and rights under the contract will not be assignable or otherwise transferable without the consent and authority of the Tender Board obtained through the Excise Commissioner previously had and obtained in writing. The contractor will be required to enter into a covenant not to issue a power of attorney for carrying on work under this contract to any person whose name is on the list of Crown defaulting contractors, or, after the receipt from the Excise Commissioner of notice of objection in writing to any other person to whom the Excise Commissioner, for reasons which appear to him sufficient, objects. Any breach of this article of agreement will render the contract liable to cancellation without any compensation to the contractor.

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

15. No contract will be entered into with any person whose name is on the list of Crown defaulting or black-listed contractors, either individually or jointly with any other person.

16. Tenders for imported articles will be accepted only on the condition that the tenderer shall give the Crown the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract to be entered into. The Crown will likewise covenant to pay over and above the tendered rate

such sum as shall adequately compensate the contractor for any increase in the Customs duties during the period aforesaid.

17. Every tenderer who has not previously held a Government contract must, when applying for a tender form, furnish the officer issuing the form with a written statement giving his full name and permanent address and setting forth the district or districts in which he owns landed property or has other interests. The extent of the landed property and the nature and extent of such other interests must also be stated.

Persons who have carried out Government contracts with departments other than the Excise Department must state the name or names of such department or departments and the district or districts in which the service or services was or were rendered.

18. The contract will be entered into by the successful tenderer or tenderers, with the Head of the Department acting for and on behalf of His Majesty the King, and the designation of such officer will be deemed to mean and include the officer for the time being holding such office, and his successors in office for the time being under the Government of Ceylon.

J. C. W. ROCK,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, March 8, 1932.

TENDERS are hereby invited for the purchase, from the Ceylon Government Railway, of the total quantity of ~~total~~ materials lying by the side of the Public Siding at ~~Celaniya~~ Railway Station. For conditions of tender and tender forms apply to the Railway Storekeeper.

Tenders are due at the Office of the Railway Storekeeper, Colombo, not later than midday on Thursday, March 31, 1932.

General Manager's Office,
Colombo, March 15, 1932.

T. E. DUTTON,
General Manager.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at this office on Thursday, March 31, 1932, at 2.30 P.M.:

Two platen machine tables, 1 wooden bench; 4 forme racks; 10 teak benches; 42 composing chases, steel; 1 steel balance 10 ft. long; 1 lot unserviceable wood; 1 lot unserviceable tins; 3 bearing hangers with 2 in. dia.; (Plummer blocks); 1 jak wood table; 12 teak benches; 1 lot motor van and cycle tyres and tubes; 1 lot belting, Camel hair; 5 time ticket boards; 1 Bremner double feeder, quad crown printing machine.

Government Printing Office, A. C. RICHARDS,
Colombo, March 14, 1932. Acting Government Printer.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, April 1, 1932, at 2.30 P.M., at the Police Headquarters, Maradana:

38 lb. buttons, &c., brass; 120 brushes; 13 caps, Inspectors; 18 curtains, mosquito; 10 helmets; 50 overcoats; 10 rugs, kit; 112 jumpers and trousers, suits; 50 serge tunics; 50 serge trousers; 350 tunics, khaki; 150 shorts, khaki; 5 tunics, white; 12 trousers, white.

T. H. DOLL,
Police Headquarters, for Inspector-General of Police.
Maradana, March 14, 1932.

NOTICE is hereby given that the following materials will be sold by public auction at the Telegraph Stores, Vauxhall lane, Slave Island, at 2 P.M. on Friday, April 1, 1932:

Twenty-eight crystal sets; 2 sets rectifier Nordon valves; 3 switch boards, 4 lines; 1 switch board, 20 lines; 1 switch board, 6 lines; 50 telephones; 2 voltmeters; 174 glass jars; 756 coach screws; 10 jointing clamps, No. 1; 40 jointing clamps, No. 2; 3 jointing clamps, No. 3; 1 Rammers, wooden; 22 vice, B. J.; 489 containers, ebonite; 2½ lb. cotton baby cones; 25 magneto generators; 5 fittings for chairs; 157 nails, number 0-9; 8,819 sleeves jointing; 368 nails, rose head G. I. 5 in.; 620 plates, number; 110 screws, coach, 2 in. by ½ in.; 316 screws, coach, 3 in. by ½ in.; 1,151 screws, coach, 6 in. by ½ in.; 308 lb. staples G. I., 2½ in. by 4 in.; 51 nails G. I., 6½ in.

8 nails G. I., 8 in.; 17 sawn telegraph posts; 28 lb. nails clout, 1½ in.; 15 cwt. lead ingots; 1 lot dischargers; 3 chairs; 1 lot manilla ropes; several lots other scrap materials.

JOHN SKILLITOE,
Acting Chief Engineer, Telegraphs.

Colombo, March 16, 1932.

THE following unserviceable articles will be sold by public auction at the Government Saltern, Palavi, on Monday, April 4, 1932, at 3 P.M.:

One axle, 1 water cart, 1 garden roller.

J. S. COATES,
Government Mineralogist and Salt Adviser.

Office of the Government Mineralogist and Salt Adviser,
Colombo, March 14, 1932.

VITAL STATISTICS.

Registrar-General's Report on Vital Statistics of the City of Colombo for the Week ended March 12, 1932.

Births.—The total births registered in the city of Colombo in the week were 159 (2 Europeans, 13 Burghers, 87 Sinhalese, 25 Tamils, 20 Moors, 7 Malays, and 5 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1932, viz., 291,260) was 28.5, as against 32.0 in the preceding week, 30.0 in the corresponding week of last year, and 31.1 the weekly average for last year.

Deaths.—The total deaths registered were 155 (1 European, 2 Burghers, 89 Sinhalese, 32 Tamils, 27 Moors, 2 Malays, and 2 Others). The death rate per 1,000 per annum was 27.8, as against 26.0 in the previous week, 22.3 in the corresponding week of last year, and 25.2, the weekly average for last year.

Infantile Deaths.—Of the 155 total deaths, 30 were of infants under one year of age, as against 37 in the preceding week, 25 in the corresponding week of the previous year, and 29 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 6.

Principal Causes of Death.—1. (a) Nine deaths from *Pneumonia* were registered, 6 in Maradana hospitals (including 4 deaths of non-residents), and 1 each in Kotahena North, New Bazaar, and Slave Island, as against 14 in the previous week and 17 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 3 in San Sebastian and 1 each in St. Paul's, Kotahena South, New Bazaar, and Slave Island, as against 13 in the previous week and 10 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 2 in Maradana hospitals and 1 in St. Paul's, as against 8 in the previous week and 5 the weekly average for last year.

2. (a) Fourteen deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 3 deaths of non-residents), 2 each in St. Paul's and San Sebastian and 1 each in Kotahena South, New Bazaar, Maradana North, Maradana South, and Wellawatta South, as against 13 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. Eleven deaths from *Enteric Fever* were registered, 8 in Maradana hospitals (including 3 deaths of non-residents) and 1 each in Kotahena North, Slave Island, and Wellawatta North, as against nil in the previous week and 3 the weekly average for last year.

4. One death from *Plague* was registered in St. Paul's. The number registered during the previous week as also the weekly average for last year was 1.

5. Seven deaths each from *Enteritis* and *Debility* were registered, 6 from *Worms*, 4 from *Diarrhoea*, 3 from *Dysentery*, 2 each from *Tetanus*, *Homicide*, *Puerperal Septicaemia* and *Accidents*, 1 each from *Infantile Convulsions* and *Suicide*, and 73 from *Other Causes*.

6. **Reported Cases.**—Forty-two cases of *Chickenpox*, 7 of *Enteric Fever*, 7 of *Whooping Cough*, 3 of *Measles*, and 1 of *Plague* were reported during the week, as against 42, 5, 4, 1, and 2, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 81.0°, against 78.9° in the preceding week and 81.7° in the corresponding week of the previous year. The mean atmospheric pressure was 29.905 in. against 29.977 in. in the preceding week and 29.941 in. in the corresponding week of the previous year. The total rainfall in the week was 0.71 in., against nil in the preceding week and 1.36 in. in the corresponding week of the previous year.

Registrar-General's Office, P. D. RATNARUNGA,
Colombo, March 15, 1932. for Registrar-General.

Preliminary Report on the Vital Statistics of Ceylon, 1931.

THE two tables appearing below are a summary of the vital statistics of Ceylon for 1931. Further details will appear in my annual report for the year which will be published in due course.

Registrar-General's Office,
Colombo, March 12, 1932.

C. COOMARASWAMY,
Registrar-General.

Table I.—Number of Marriages, Births, Deaths, and Infant Deaths registered in 1930 and 1931, the average rates for the decade 1921–1930 and the rates for 1931.

Province and District.	Marriages (General and Kandyan).				Births.				Deaths.				Deaths of Infants under one year of age			
	Number registered in 1930.	Number registered in 1931.	Average rate per 1,000 of the Population, 1921–30.	Rate per 1,000 of the Population, 1931.	Number registered in 1930.	Number registered in 1931.	Average rate per 1,000 of the Population, 1921–30.	Rate per 1,000 of the Population, 1931.	Number registered in 1930.	Number registered in 1931.	Average rate per 1,000 of the Population, 1921–30.	Rate per 1,000 of the Population, 1931.	Number registered in 1930.	Number registered in 1931.	Average rate per 1,000 Births registered, 1921–30.	Rate per 1,000 Births registered, 1931.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Ceylon ..	25505	24544	11.8	9.9	205106	199170	39.4	37.4	133708	117453	26.2	22.1	35877	31440	182	158
Provinces.																
Western Province ..	8483	7913	14.5	11.6	48078	44835	34.7	30.9	30635	27629	21.5	19.0	6772	5897	141	132
Central Province ..	2884	3211	7.3	7.1	37900	37168	44.4	38.7	22036	20557	28.6	21.4	6840	6349	197	171
Southern Province ..	4551	4571	14.9	12.2	33520	31846	43.1	41.1	21553	16892	26.0	21.8	5293	4156	153	131
Northern Province ..	2113	2130	12.0	11.0	13708	13905	36.8	34.8	11414	10209	28.9	25.5	2791	2647	211	190
Eastern Province ..	355	267	5.8	4.1	9166	9726	44.0	45.6	7116	6090	34.6	28.6	2197	1953	246	201
North-Western Province ..	3138	2870	15.8	11.4	21333	20905	40.5	38.9	15572	14006	30.3	26.0	4944	4277	239	205
North-Central Province ..	457	513	12.6	12.0	3798	4225	42.3	43.4	3840	3430	44.7	35.2	1159	1125	323	266
Province of Uva ..	966	924	7.6	6.3	13100	13194	46.0	43.2	7803	7424	34.6	24.3	2317	2045	205	155
Province of Sabaragamuwa ..	2558	2145	9.8	7.6	24503	23366	43.7	40.2	13739	11216	24.4	19.3	3654	2991	156	128
Districts.																
<i>Western Province.</i>																
Colombo ..	5146	4833	14.5	11.9	27708	26271	33.3	29.9	19102	17331	22.5	19.7	4156	3639	152	139
Negombo ..	1299	1177	15.9	11.7	7378	6602	36.7	32.0	3702	3635	19.6	17.6	1006	877	139	133
Kalutara ..	2038	1903	13.8	11.1	12992	11962	36.7	32.8	7831	6663	20.1	18.2	1610	1381	119	115
<i>Central Province.</i>																
Kandy ..	1739	2016	7.6	7.4	23683	22695	44.7	38.3	12957	12483	27.6	21.0	3992	3785	187	167
Matale ..	431	374	8.1	6.1	5269	5465	43.8	42.0	4428	3222	33.8	24.8	1197	932	226	171
Nuwara Eliya ..	714	821	6.2	7.0	8948	9008	44.2	37.8	4651	4852	27.6	20.4	1651	1632	207	181
<i>Southern Province.</i>																
Galle ..	2229	2050	15.1	11.7	15584	14223	41.3	38.9	8166	7327	23.2	20.1	1881	1733	132	122
Matara ..	1723	1702	14.3	12.3	12599	12018	44.2	42.2	7122	5806	23.5	20.4	1637	1362	135	113
Hambantota ..	599	819	15.7	13.5	5337	5605	45.9	45.0	6265	3759	39.0	30.2	1685	1061	243	189
<i>Northern Province.</i>																
Jaffna ..	1896	1926	11.9	10.9	12144	12286	36.6	34.5	9646	8708	27.2	24.4	2279	2146	193	175
Mannar ..	160	156	18.9	18.1	874	920	36.5	36.6	1057	843	43.8	33.6	305	275	378	299
Mullaittivu ..	57	48	6.2	5.7	690	699	39.5	38.2	711	658	40.5	36.0	207	226	315	323
<i>Eastern Province.</i>																
Batticaloa ..	253	184	5.1	3.5	7639	8275	44.8	47.2	6015	4897	34.2	27.9	1854	1596	242	193
Trincomalee ..	102	83	9.2	7.1	1527	1451	40.1	33.6	1101	1193	36.6	31.7	343	357	273	246
<i>North-Western Province.</i>																
Kurunegala ..	2245	1979	15.5	10.4	16361	15957	42.5	40.0	12061	10881	32.1	27.3	3963	3411	249	214
Puttalam ..	184	182	18.2	16.0	1156	1211	35.3	34.5	1257	1118	40.6	31.9	374	337	350	278
Chilaw ..	709	709	16.5	12.8	3816	3737	35.5	32.5	2254	2007	21.0	17.4	607	529	163	142
<i>North-Central Province.</i>																
Anuradhapura ..	457	513	12.6	12.0	3798	4225	42.3	43.4	3840	3430	44.7	35.2	1159	1125	323	266
<i>Province of Uva.</i>																
Badulla ..	966	924	7.6	6.3	13100	13194	46.0	43.2	7803	7424	34.6	24.3	2317	2045	205	155
<i>Province of Sabaragamuwa.</i>																
Ratnapura ..	1003	981	9.6	7.5	10801	11181	45.2	42.1	7702	5476	28.3	20.6	1822	1456	168	130
Kegalla ..	1555	1164	9.9	7.7	13702	12185	42.6	38.5	6037	5740	21.4	18.2	1832	1535	147	126

Table II.—Principal Causes of Deaths registered in 1930 and 1931.

Causes.	No. registered		Rate per Million	
	in 1930.	in 1931.	of the Population, 1930.	of the Population, 1931.
1.	2.	3.	4.	5.
Pyrexia ..	19,106	16,553	3,634	3,108
Infantile Convulsions ..	15,445	12,135	2,937	2,279
Pneumonia ..	7,963	7,626	1,514	1,432
Diarrhoea and Enteritis ..	9,428	6,930	1,793	1,301
Dysentery ..	3,616	2,496	688	469
Phthisis ..	3,318	3,174	631	596
Malaria and Malarial Cachexia ..	2,387	1,661	454	312
Premature birth and congenital defects ..	2,343	2,108	446	396
Ankylostomiasis ..	2,330	2,247	443	422
Influenza ..	2,074	2,393	394	449
Puerperal State ..	4,381	4,142	833	778
Enteric Fever ..	843	796	160	149
Cancer ..	460	468	87	88

UNOFFICIAL ANNOUNCEMENTS.**MEMORANDUM OF ASSOCIATION OF CEYLON TOBACCO COMPANY, LIMITED.**

1. The name of the Company is "CEYLON TOBACCO COMPANY, LIMITED."

2. The registered office of the Company will be situated in Colombo.

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

- (a) To carry on in Ceylon or elsewhere the business of growers of tobacco, manufacturers of and dealers in tobacco, cigars, cigarettes, and snuff, and any business arising out of or in connection with either or any of such commodities.
- (b) To carry on, conduct, manage, develop, and prosecute any of these businesses in such manner and in such place or places, either in Ceylon or elsewhere, as the Company may think requisite or proper, and generally to buy, sell, grow, cultivate, manipulate, manufacture, import, export, and deal (both wholesale and retail) in tobacco, tobacco crops, cigars, cigarettes, or other products or forms of tobacco, and also any articles or things connected with such business or commonly dealt in by tobacconists, or which are likely to be required in any shape or form by consumers of tobacco.
- (c) To carry on in Ceylon or elsewhere the trade or business of tobacco brokers or dealers or agents in all its branches, including the purchase and selling of tobacco either growing or otherwise, or any produce or form of tobacco, or the advancing of money by way of loan upon the security of or in respect of the same, or upon or against bills of lading, dock warrants, or other documents of title representing same.
- (d) To carry on in such manner and in such place or places, either in Ceylon or elsewhere, as the Company may think requisite or proper, any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (e) In Ceylon or elsewhere to buy, sell, and deal in apparatus, machinery, materials, and articles of all kinds which shall be capable of being used for the purpose of any business herein mentioned or likely to be required by customers of any such business.
- (f) To purchase, take on lease, hire, or otherwise acquire in Ceylon or elsewhere any real or personal property, or any rights or interests therein, which the Company may think necessary or convenient for effecting any of its objects, and in particular any lands, plantations, houses, factories, warehouses, plant, machinery, patents, concessions, trade marks, trade names, copyrights, licences, stock, material, or property of any description, and to work, use, maintain and improve, sell, let, surrender, mortgage, charge, dispose of, or otherwise deal with the same or any other property of the Company, including in respect of any patent or patent rights belonging to the Company, the grant of licences or authorities to any person, corporation, trust, or Company to work the same.
- (g) To cultivate (whether for the growth of tobacco or any other crop), develop, improve, irrigate, and utilize any land within Ceylon or elsewhere acquired by the Company, or in which the Company is interested, and lay out and prepare the same for building purposes, construct, alter, pull down, decorate, maintain, fit up, and improve buildings, roads, and conveniences, and to plant, pave, drain, maintain, let on building lease or building agreement any such land, and advance money, to enter into contracts and arrangements of all kinds with builders or tenants of and others interested in any such land.
- (h) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, licences, and the like conferring an exclusive or non-exclusive right to use or any secret or other information as to any invention which may seem to the Company capable of being profitably dealt with, and in any way to dispose of or turn to account any rights or information so acquired.

- (i) In Ceylon or elsewhere to erect, maintain, or alter on any land any factories, drying houses, curing houses, warehouses, store houses, or buildings for carrying on or to be used in connection with the business of the Company.
- (j) To purchase or otherwise acquire or undertake the whole or any part of the business, assets, and liabilities, including shares, stock, bonds, debentures, mortgages or other obligations, or any or either of them of any other company, trust, corporation, or person carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of any property or rights suitable for the purposes of this Company, and to acquire the business of any company, corporation, or trust, if deemed expedient, by amalgamation with such company, corporation, or trust instead of by purchase in the ordinary way.
- (k) To pay for any business or undertaking, or any property or rights acquired by the Company either in cash or shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company shall determine.
- (l) To engage in Ceylon or elsewhere in any business or transaction within the limits of the Company's objects, in conjunction with any other person, corporation, trust, company, or firm and to hold shares, stock, or bonds in any such company, corporation, or trust.
- (m) To sell the business or undertaking of the Company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences, or authorities or any estate, rights, property, privileges, or assets of any kind for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any other company, and to invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (n) To accept payment for the business or undertaking of the Company or any part thereof, or for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares or bonds of any company, trust, or corporation, with or without deferred or preferred rights in respect of dividends or repayment of capital or otherwise, or by means of a mortgage, or by debentures, debenture stock, or mortgage debentures or bonds of any company, trust, or corporation, or partly in one mode and partly in another, and generally on such terms as the Company shall or may determine.
- (o) To promote, form, subsidize, and establish any company or companies, trusts, or corporations whose objects shall include the acquisition of all or any of the property, rights, and liabilities of the Company or the carrying on of any such business as aforesaid, and to pay the costs, charges, and expenses, preliminary or incidental to the promotion, formation, establishment, registration, and advertising of any such company and the issue of its capital and to guarantee the payment of any debentures, debenture stock, or other securities issued by any such company.
- (p) To insure with any other company or person against losses, damages, risks, and liabilities of all kinds which may affect this Company.
- (q) To lend money upon such terms as the Company may think fit, to persons, companies, trusts, or corporations having dealings with the Company or otherwise upon such security as shall be thought fit, or without security, and to guarantee the performance of contracts by any such persons, companies, trusts, or corporations and to receive money on deposit at interest or otherwise.
- (r) To enter into arrangements for partnerships, sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions, or otherwise with any company, corporation, trust, or person having objects altogether or in part similar to those of this Company or carrying on or about to carry on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (s) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit

employees or as employees of this Company or of any business or company in which this Company is interested or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.

- (t) To borrow, raise, or secure money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock perpetual or otherwise, bonds or mortgages charged upon all or any of the property of the Company (both present and future) including its uncalled capital for the time being, and to purchase, redeem, or pay off any such securities and to lend money on such terms and to such persons and guarantee the performance of contracts by such persons as may seem to the Company expedient.
- (u) To draw, make, accept, endorse, discount, execute, and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, charter parties, warrants, and other negotiable or transferable instruments.
- (v) To obtain from any Government or authority, supreme, municipal, local, or otherwise, concessions, rights, powers, authorities, and privileges to carry on any trade, manufacture, business, or monopoly.
- (w) To obtain, procure, or oppose any Ordinance, Provisional Order, Act of Parliament, or other parliamentary powers as may seem expedient and to obtain, acquire, and dispose of any concessions or authorizations of any Government, legislature, municipal body, or other authority for any works or undertakings which the Company may desire to promote or carry on or for any purpose in connection with the same and to oppose the granting of any such authority or concessions to any other person or company, and to procure the Company to be registered or recognized in any foreign country or colony or elsewhere.
- (x) To undertake and execute any trusts, the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (y) To procure the Company to be registered or incorporated in Ceylon and if and when necessary or thought advisable elsewhere and to pay all expenses preliminary or otherwise connected therewith.
- (z) To distribute any of the property of the Company amongst the members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (z1) 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.
- (z2) To remunerate in such manner as may be determined any person or company for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock, or other securities of the Company or in or about the formation of the Company and the conduct of its business.
- (z3) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (z4) To do all such things as are incidental or conducive to the above objects or any of them.
- And it is hereby declared that the word "Company" in this clause (where it does not refer to Ceylon Tobacco Company, Limited) shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Colombo or elsewhere, and the intention is that the objects specified in each paragraph, except where otherwise expressed in such paragraph, shall in nowise be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Shareholders is limited.

5. The capital of the Company is Rs. 1,000,000 divided into 100,000 shares of Rs. 10 each with power to increase or reduce the capital.

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

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.
L. S. SMALLWOOD, Colombo	One
D. B. ST. JOHN, Colombo	One
J. R. BELL, Colombo	One
C. L. DRAKE, Colombo	One
F. C. ROWAN, Colombo	One
JOS. F. MARTYN, Colombo	One
ALEX. N. WIRATUNGA, Colombo	One
Total shares taken.	Seven

Witness to all the above signatures at Colombo, this 8th day of March, 1932:

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

ARTICLES OF ASSOCIATION OF CEYLON TOBACCO COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Member" or Holder means a Shareholder.

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

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

BUSINESS.

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

3. *Directors to carry on business of Company.*—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.

4. *Funds.*—The Funds of the Company shall not be expended in the purchase of or in loans upon the security of its own shares.

5. *Members visiting works.*—No member shall be entitled without the permission of a Director to visit or inspect any portion of the works and premises of the Company at any time. The Directors shall have absolute power to refuse such application without assigning any reason therefor.

6. *Office.*—The Chief Office of the Company shall be in Colombo or such other place as the Directors may from time to time determine, and the business of the Company shall be carried on at such place or places as the Directors may from time to time determine.

CAPITAL.

7. *Capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 100,000 shares of (Rs. 10 each).

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

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

10. *Power to reduce.*—The Directors may also with the sanction of a special resolution of the Company subdivide or consolidate the shares of the Company, or reduce the 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.

SHARES.

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

12. *Instalments to be paid when due.*—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. *Shares to be offered to existing Shareholders.*—Subject to any directions to the contrary that may be given by the meeting which sanctions the increase of capital or any subsequent meeting prior to the offer hereinafter mentioned, all new shares shall be offered to the members in proportion to the existing shares held by them of the particular class to be issued so that the new shares of the particular class shall be offered to holders of that class only on such terms as the Board shall determine and such offer shall be made by notice limiting the time within which if not accepted it will be deemed to be declined and after the expiration of such time or on receipt of an earlier intimation from the member to whom such notice is given, that he declines to accept the shares offered, the Directors may from time to time dispose of the same to such person

or persons, companies, trusts, or corporations, whether members or not, in such manner as they in their absolute discretion may think fit.

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

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

15. *Underwriting commission.*—The Company may pay to any person a commission at a rate not exceeding 10 per cent. or of an amount not exceeding such rate in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company.

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

17. *Shareholders to accept shares in writing.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.

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

19. *Joint Shareholders.*—Shares may be registered in the names of two or more persons jointly.

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

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

22. *Company will not recognize equities.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 42 to become a Shareholder in respect of any share.

23. *Joint-holders severally liable for calls.*—The joint-holders of a share shall be severally as well as jointly

liable for the payment of all instalments and calls due in respect of such share.

CERTIFICATES.

24. *When entitled and nature of Certificate.*—Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares, held by him and the amount paid thereon and such certificates may be in such form as the Board may from time to time prescribe provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint-holders and delivery of such certificate to any one of them shall be sufficient delivery to all. A Shareholder shall be entitled to one certificate for the whole of his shares or to several certificates each for a part of such share.

25. *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 may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

26. When a share is forfeited and the certificate thereof is not delivered up to the Company the Board may issue a new certificate of the share distinguishing it as they think fit from the certificate not delivered up.

CALLS.

27. *Calls.*—The Board may from time to time (subject to any term upon which any share or shares have been or may be issued) make such calls as they think fit upon the members in respect of all moneys unpaid on their shares. Each member shall be liable to pay the calls so made, and any money payable on any share under the terms of allotment thereof to the persons or Banking Company and at the times and places appointed by the Board, provided that no call shall exceed one-fourth of the nominal amount of the share, and all calls shall be made payable at intervals of not less than two months.

28. *Interest on overdue calls.*—If any Shareholder fails to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest on the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of actual payment.

29. *Time of Calls.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

30. *Directors may give time to pay 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.

31. *Payment of Calls in Advance.*—The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, 8 per centum per annum.

TRANSFER OF SHARES.

32. *Shareholders may transfer subject to Articles.*—Subject to the restrictions contained in these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

33. *No transfer to infant.*—No transfer of shares shall be made to an infant or person of unsound mind.

34. *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.

35. *In what cases Board may decline to register Transfer.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise; or in case of shares not fully paid up, to any person not

approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

36. *Transfer to be left at office and evidence of title given.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

37. *Form of transfer.*—The instrument of transfer of any share shall be signed both by 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. Such instrument of transfer shall be made in the usual common form or as near thereto as the case will admit.

38. *Directors to arrange for registration without meeting.*—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.

39. *Directors not bound to inquire into 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 only if at all, upon the transferee.

40. *When Transfer Books may be closed.*—The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

41. *Transmission of shares.*—The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint-holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

43. *In default of registration Company may sell shares after twelve months.*—If any person who shall become entitled to be registered in respect of any share under clause 42, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

44. *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 a surrender of the shares of Shareholders who may be desirous of retiring from the Company provided such acceptance is properly legalized.

45. *If call or instalment not paid notice may be given.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the

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

46. *Form 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.

47. *If notice not complied with shares may 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. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

48. *Shareholders still liable for calls.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, premia, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per centum per annum, and the Directors may enforce the payment thereof if they think fit.

49. *Forfeited shares the property of the Company.*—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.

50. *Claims against the Company extinguished.*—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.

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

52. *Power to annul forfeiture.*—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 centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 49 hereof shall be redeemable after sale or disposal.

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

54. *As to enforcing lien by sale.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made

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

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

56. *Directors' certificate conclusive evidence.*—A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 54 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

59. *Class Meetings.*—Whenever the capital by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares in 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 three members personally present holding shares of that class.

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

BORROWING POWERS.

61. *Directors' power to borrow.*—The Directors may from time to time raise or borrow for the purposes of the Company or secure payment of any sum or sums of money. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they think fit, and in particular by mortgages or bonds or by the issue of debentures or debenture stock of the Company, perpetual or terminable, and with or without trust, deeds creating a charge or charges upon all or any part of the property of the Company (both present or future) including its uncalled capital for the time being.

62. *Loans by Members.*—The Directors may also if they think fit receive from any of the members willing to advance the same all or any of the moneys not at the time payable on their respective shares and on the money so paid in advance or so much thereof as from time to time exceeds the amount payable on shares in respect of which such advance has been made, may pay interest at such rate as the Directors may think fit.

63. *Power to create securities.*—For the purpose of securing the repayment of any such money so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets of the

Company both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

64. *Power to vary Securities.*—Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled, or discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

65. *Securities may be assigned free of equities.*—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.

66. The Board may with the sanction of the Company previously given in General Meeting convert any paid up shares into stock.

67. *Transfer of Stock.*—When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which any shares in the capital of the Company may be transferred, or as near thereto as circumstances admit, but the Board may from time to time if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a pound shall not be transferable with power nevertheless at their discretion to waive the observance of such rules in any particular case.

68. *Rights of Stockholders.*—The stock shall confer on the holders thereof respectively the same rights as would have been conferred by shares of equal amounts of the class converted in the capital of the Company but so that none of such rights except the participation of the profits of the Company shall be conferred by any such amount of stock as would not if existing in shares of the class converted have conferred such rights.

GENERAL MEETINGS.

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

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

71. *Other General Meetings, Extraordinary Meetings.*—The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

72. *When Extraordinary Meetings to be called.*—The Directors may whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-tenth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-tenth part of the shares of the Company for the time being subscribed for, upon which all calls or other sums then due have been paid.

73. *Requisition must state object of meeting.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Time within which meeting must be convened.—Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the meeting may themselves fix but not later than three months after the date of deposit of the first requisition. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall 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 a meeting.

74. *At least five days' notice of resolution to be given.*—Any Shareholder may, on giving not less than five days' previous notice of any resolution, submit the same to a meeting.

75. *How notice to be given.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

76. *Eight weeks' notice of every General Meeting.*—Eight weeks' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by notice to the Shareholders as hereinafter provided or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

78. *No other business without notice.*—With the exceptions mentioned in the foregoing Article as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary shall, be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened except resolutions submitted under Article 74.

79. *Quorum.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business three or more Shareholders entitled to vote and the members present either personally or by proxy represent at least 51 per cent. of the shares in respect of which the holders are entitled to vote at such meeting.

80. *Procedure if quorum not present.*—If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called subject however to the provisions of Article 79 being complied with as to 51 per cent. being represented.

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

82. *No discussion when Chair vacant.*—No business shall be discussed at any General Meeting, except the election of a Chairman whilst the chair is vacant.

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

84. 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.

85. *How Questions to be decided. Casting vote. What is to be evidence of the passing of a Resolution where poll is not demanded.*—At any meeting every resolution shall be decided by a show of hands and in case there shall be an equality

of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder or in the case of a special resolution by five Shareholders, present entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

87. *Demand for a poll not to prevent continuance of meeting.*—The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

89. *Voting rights.*—On a show of hands every shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

91. *Proxies and attorneys permitted.*—Votes may be given either personally or by proxy or by attorney where there are joint Registered Holders of any share any one 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 or at any poll personally or by proxy, that one of the said persons so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.

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

93. *Proxy must be a Shareholder.*—No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to an attorney.

94. *Appointment of proxy must be in writing.*—The instrument appointing a proxy shall be printed or written and shall be signed by the appointer (whether a Shareholder or his attorney) or if such appointer be a company or corporation, it shall be under the common seal of such company or corporation. A proxy may be either general or special.

95. *Proxies.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for

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

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

Ceylon Tobacco Company, Limited.

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

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

96. *Objection to vote must be made at 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.

97. *Shareholder may vote although interested in result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

98. *Number of Directors.*—The number of Directors shall never be less than three or more than twelve; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

Qualification of Directors.—The qualification of a Director shall be his holding in his own right of at least one fully or partly paid share in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

99. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in execution of their duties as Directors.

100. *First Directors.*—The First Directors shall be elected and appointed by the subscribers to the Memorandum of Association and shall hold office till the First Ordinary General Meeting of the Company, whenever they shall retire, but shall be eligible for re-election.

101. *Directors may be appointed Managing Directors, &c.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director, and (or) Agent.

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

Directors may be remunerated for extra services.—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.

102. *Disqualification of Directors.*—The office of a Director (whether one of the Directors herein named or not) shall be vacated *ipso facto*:—

- (a) If he becomes bankrupt, his affairs be liquidated by arrangement or he make an assignment for the benefit of his creditors or compound with them, or be found lunatic or become of unsound mind.
- (b) If removed by the resolution of members as provided by Article 107.
- (c) If he cease to hold the required share to qualify him for office, or do not acquire the same within two months after election or appointment.
- (d) If he be requested in writing by the holders of at least half the issue of ordinary shares to resign.
- (e) If he resigns his office under the provisions of Article.

103. *Not disqualified by acting in certain capacities.*—No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested 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 that office or of the fiduciary relations thereby established, but it is declared that the fact of his having an interest must, unless all the Directors are interested, be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interests then exist, or in any other case at the first meeting of the Directors after the acquisition of his interests, and 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 vote his vote shall not be counted, but his prohibition shall not apply to any contracts or arrangements with the British-American Tobacco Company, Limited, or any of its allied concerns, or to any matters arising thereout or 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 for advances and it may at any time or times be suspended or relaxed to any extent by 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 all transactions with that firm or company shall be a sufficient disclosure under this clause, as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transaction with that firm or company.

104. *Retiring Directors.*—Every retiring Director shall continue to hold office until his successor is duly appointed and on retiring shall, if qualified, be eligible for re-election.

105. *Appointment by General Meeting.*—The Company at any General Meeting shall fill up the office or offices of any Director or Directors which shall be or have been vacated.

106. *Adjournment if no appointment.*—If at any meeting at which an election of a Director or Directors ought to take place, the place or places of any vacating Director or Directors be not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and if at such adjourned meeting, the place or places of the vacating Director or Directors be not filled up the vacating Director or Directors or such of them as have not had their places filled up shall continue in office until the Annual General Meeting in the next year, and so on from time to time until the place or places shall be filled up.

107. *Company can remove Director by special resolution.*—Any Director may be removed from office by a resolution of the Company in General Meeting. Provided however that all acts done by any person acting as a Director shall notwithstanding his being disqualified or his ceasing to be qualified be as valid and effectual, both against and in favour of the Company and all other persons (but not in favour of himself) as if he was duly elected and qualified.

108. *Directors may resign.*—A Director may retire from his office upon giving one month's notice in writing to the Company of his intentions so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by the Board.

109. Any casual vacancy occurring amongst the Directors may at any time be filled up by the Board, but any person so chosen to fill a casual vacancy shall retain his office until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election. The continuing Directors may act notwithstanding any vacancy in their body. Retiring Directors shall be eligible for re-election.

ALTERNATE DIRECTORS.

110. *Alternate Director.*—A Director may at any time appoint any other Director or any other person approved by a majority of the Board to act as alternate Director 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 appointor (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 and in the event of his appointor being Chairman of the Board shall be entitled to a casting vote.

Any alternate Director shall *ipso facto* cease to be an alternate Director if his appointor 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.

111. *General Meeting may increase or reduce number of Directors.*—A General Meeting may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

112. Each Director, manager, secretary, 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 deed done by him as such officer or servant, or in any way in discharge of his duties, including travelling expenses.

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 receipts or other act for conformity or for any loss or expenses 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 or damage occasioned by an 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.

113. *No Director liable to contribute in excess of unpaid calls.*—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.

114. *Directors' powers.*—In their management of the business of the Company the Board, without any further power or authority from the members, may do the following things (but the powers herein expressed are in addition to and not in limitation of their general authority).

(a) *Execute deeds, &c.*—They may execute all deeds, enter into contracts for the Company, and contract on behalf of the Company such debts and liabilities as the Board may think necessary in managing the affairs and transacting the business of the Company, and may discharge the debts and liabilities of the Company.

(b) *Appoint managers, &c.*—They may appoint and at their pleasure remove or suspend such officers, managers, clerks, and servants, either for permanent or temporary or special services as they may from time to time deem expedient for carrying on the business of the Company, and may determine the duties and powers of such officers, clerks, and servants, and may fix the amount of their salaries and emoluments, and pay same out of the funds of the Company.

Any Director may, subject to removal by the other Directors or by the Company in General Meeting, be appointed to be manager, secretary, traveller, solicitor, or other officer or servant of the Company except Auditor, and in respect of such office or employment may be paid such salary or other remuneration as the other Directors may from time to time determine.

(c) *Delegate Company's powers.*—They may by letter of attorney or other deed under the seal or by writing not under seal, delegate to any Director, officer, or agent any of the powers of the Company or Board which the Board in their discretion think expedient for the due conduct, management, and regulation of any of the business or affairs of the Company.

(d) *Borrow and invest.*—They may, for carrying on and managing the business of the Company, invest, borrow, and lend money (except to themselves), and purchase, hire, rent, or acquire any houses, warehouses, buildings, or lands of any tenure or acquire any leasehold or other interest in any houses, warehouses, buildings, or lands, on such terms as they may from time to time think advisable. They may pull down, remove, alter, or convert any such houses, warehouses, or buildings and may erect and build such other houses, warehouses, and buildings in lieu thereof on any land purchased, hired, rented, or acquired as

aforesaid, in such manner as they may consider necessary or advisable for carrying on the business of the Company. They may purchase or otherwise acquire machinery, plant, and other effects, and insure against loss by fire, all or any such houses, warehouses, or buildings and may let or demise, or give possession of the whole or any part of the same whether fitted up or furnished or otherwise to such person or persons, and on such terms as to tenancy or occupation as they may consider advisable with regard to the interests of the Company, and the promotion or carrying on of its business. They may from time to time sell and buy in any such lands, houses, warehouses, or buildings as aforesaid, and may let, demise, or re-sell the same, and may otherwise deal with all or any of the same as they consider most conducive to the interests of the Company.

- (e) *Purchase certain assets.*—They may, upon such terms as they think fit, purchase or otherwise acquire or undertake the whole or any part of the business assets and liabilities, including shares, stocks, bonds, debentures, mortgages, or other obligations or any or either of them of any other company, trust, corporation, or person carrying on any business which this Company is authorized to carry on or possessed of any property or right suitable for the purposes of this Company, and to acquire business of any company, corporation, or trust if deemed expedient by amalgamation with such company, corporation, or trust, instead of by purchase in the ordinary way.
- (f) *Pay for property acquired.*—They may pay for any business or undertaking or any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividends or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as they may determine.
- (g) *Sell Company's business.*—They may sell the business or undertaking of the Company or any part thereof, including any shares, stocks, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences or authorities or any estate, rights, property, privileges, or assets of any kind.
- (h) *Accept cash or shares, &c.*—They may accept payment for the business or undertaking of the Company, or for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash or by instalments or otherwise, or in shares or bonds of any company, trust, or corporation with or without deferred or preferred rights in respect of dividends or repayment of capital or otherwise, or by means of a mortgage or by debentures, debenture stock, mortgage debentures or bonds of any company, trust, or corporation or partly in one mode and partly in another, and generally on such terms as they may determine.
- (i) *Conduct legal proceedings, &c.*—They may institute, intervene in, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings and claims by and against the Company and the Directors and officers of the Company and otherwise concerning the affairs of the Company.
- (j) *Compound for debts.*—They may compound for debts or give time for the payment of debts due to the Company.
- (k) *Pay costs.*—They may pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, and registration of the Company.
- (l) *Appoint trustees.*—They may appoint any person or persons (whether incorporated or not incorporated) 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 may execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustees.
- (m) *Mortgage.*—They may 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 to

sell and such other powers, covenants, and provisions as shall be agreed on.

- (n) *General powers.*—They may do any or all of the things or matters mentioned in the Memorandum of Association.

115. Generally the business of the Company shall be carried on by the Directors under such regulations (not inconsistent with the regulations of the Company for the time being in force) as they shall in their discretion think fit to establish, provided that no by-law or other regulations shall be made under this power which would amount to such an addition to or alteration of the Articles as could only legally be made by special resolution passed and confirmed in accordance with the Ceylon Joint Stock Companies' Ordinances may exercise all such powers of the Company as are not by the statutes or by the regulations of the Company for the time being in force declared to be exercisable only by the Company in General Meeting, subject nevertheless to any regulations of these presents, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

116. The Directors shall subject only to the prospective control of any resolution of the Company passed in General Meeting have power to appoint to any officer or servant of the Company other than a Director in his office as Director any remuneration which they shall think fit in proportion to or depending on the dividends, or the dividends and bonuses declared by the Company.

117. All cheques drawn upon the Bankers of the Company for moneys payable by the Company shall be drawn and signed and all cheques made payable to the Company, and all Bills of Exchange and promissory notes shall be made, drawn, accepted, and endorsed in such manner as the Directors shall from time to time direct.

LOCAL MANAGEMENT.

118. (a) *Local management.*—The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether in Ceylon or abroad, in such manner as they think fit, and the provisions contained in the three next following clauses shall be without prejudice to the general power conferred by this clause.

(b) *Establishment of local agencies.*—The Directors from time to time and at any time may establish any local board or agency for managing any of the affairs of the Company in any such specified locality, or may appoint any persons to be members of such local board or managers or agents and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors other than their power to make calls, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

(c) *Appointment of local agents.*—The Directors may at any time and from time to time by power of attorney under the seal appoint any person or persons to be the attorney or attorneys of the Company for such purpose and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit, and such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid or 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 powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

(d) *Power of local agents.*—Any such delegates or attorneys 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 them.

119. *Seal.*—The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

PROCEEDINGS OF DIRECTORS.

120. *Meetings of Directors, quorum, &c.*—The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined three Directors shall be a quorum.

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

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

123. *Question to be decided by majority of votes.*—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.

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

125. *Proceedings at meetings.*—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.

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

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

MINUTES.

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

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

129. *Signature of minutes.*—All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting or Board Meeting or Committee Meeting, as the case may be, and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and 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. Nevertheless the minute book may be amended according to the fact where it shall be shown to be erroneous and such corrections may be made by order of the Board or of a General Meeting as the case may be.

ACCOUNTS.

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

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

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

133. *What accounts must show.*—The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting; and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

134. *Balance sheet to contain summary of property.*—The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

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

136. *A copy to be sent to Shareholders seven days before the meeting.*—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.

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

AUDIT.

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

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

140. *Remuneration to be fixed by General Meeting.*—The remuneration of the Auditors other than the first shall be

fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

141. *Eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

145. *Directors may declare dividend with sanction of General Meeting.*—The Directors may, with the sanction of the Company in General Meeting, from time to time, declare a dividend to be paid and (or) pay a bonus to the Shareholders in proportion to the amount paid on their shares, but no dividend or bonus shall be payable except out of nett profits. Where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

146. *Interim dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus. Nor more than four interim dividends shall be paid in any calendar year.

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

148. *Capitalization of reserve.*—Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any

such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

149. *No interest on unpaid dividend.*—No unpaid dividend or bonus shall ever bear interest against the Company.

150. *Shareholder indebted to Company not entitled to dividend.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

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

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

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

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

NOTICES.

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

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

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

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

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

160. *Shareholders who have not registered address not entitled to notice.*—Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 156, shall not be entitled to be given any notices.

161. No member of general or other meeting of members shall be entitled to require discovery of or any information respecting any details of the Company's trading or any matter which may be in the nature of a trade secret or mystery of trade, or 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 interests of the members of the Company to communicate to the public.

EVIDENCE.

162. *Presumptions in cases 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.

163. *Power to purchase Company's Property in a winding Up.*—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.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the dates hereafter written:—

L. S. SMALLWOOD, Colombo.
D. B. ST. JOHN, Colombo.
J. R. BELL, Colombo.
C. L. DRAKE, Colombo.
F. C. ROWAN, Colombo.
JOS. F. MARTYN, Colombo.
ALEX. N. WIRATUNGA, Colombo.

Witness to all the above signatures at Colombo, this 8th day of March, 1932:

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

MEMORANDUM OF ASSOCIATION OF COLOMBO
DISTRIBUTORS, LIMITED.

1. The name of the Company is "COLOMBO DISTRIBUTORS, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are:—

(a) To carry on business as general merchants, agents, and indent brokers for any goods or classes of goods in Ceylon or elsewhere.

- (b) To carry on in Ceylon or elsewhere the business of growers of tobacco, manufacturers of and dealers in tobacco, cigars, cigarettes, and snuff, and any business arising out of or in connection with either or any of such commodities.
- (c) To carry on, conduct, manage, develop, and prosecute any of these businesses in such manner and in such place or places, either in Ceylon or elsewhere, as the Company may think requisite or proper, and generally to buy, sell, grow, cultivate, manipulate, manufacture, import, export, and deal (both wholesale and retail) in tobacco, tobacco crops, cigars, cigarettes, or other products or forms of tobacco, and also any articles or things connected with such business or commonly dealt in by tobaccoists, or which are likely to be required in any shape or form by consumers of tobacco.
- (d) To carry on in Ceylon or elsewhere the trade or business of tobacco brokers or dealers or agents in all its branches, including the purchase and selling of tobacco either growing or otherwise, or any produce or form of tobacco, or the advancing of money by way of loan upon the security of or in respect of the same, or upon or against bills of lading, dock warrants, or other documents of title representing same.
- (e) To carry on in such manner and in such place or places, either in Ceylon or elsewhere, as the Company may think requisite or proper, any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (f) In Ceylon or elsewhere to buy, sell, and deal in apparatus, machinery, materials, and articles of all kinds which shall be capable of being used for the purpose of any business herein mentioned or likely to be required by customers of any such business.
- (g) To purchase, take on lease, hire, or otherwise acquire in Ceylon or elsewhere any real or personal property, or any rights or interests therein, which the Company may think necessary or convenient for effecting any of its objects, and in particular any lands, plantations, houses, factories, warehouses, plant, machinery, patents, concessions, trade marks, trade names, copyrights, licences, stock, material, or property of any description, and to work, use, maintain and improve, sell, let, surrender, mortgage, charge, dispose of, or otherwise deal with the same or any other property of the Company, including in respect of any patent or patent rights belonging to the Company, the grant of licences or authorities to any person, corporation, trust, or company to work the same.
- (h) To cultivate (whether for the growth of tobacco or any other crop) develop, improve, irrigate, and utilize any land within Ceylon or elsewhere acquired by the Company, or in which the Company is interested, and lay out and prepare the same for building purposes, construct, alter, pull down, decorate, maintain, fit up, and improve buildings, roads, and conveniences, and to plant, pave, drain, maintain, let on building lease or building agreement any such land, and advance money, to enter into contracts and arrangements of all kinds with builders or tenants of and others interested in any such land.
- (i) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, licences and the like conferring an exclusive or non-exclusive right to use or any secret or other information as to any invention which may seem to the Company capable of being profitably dealt with, and in any way to dispose of or turn to account any rights or information so acquired.
- (j) In Ceylon or elsewhere to erect, maintain, or alter, on any land any factories, drying houses, curing houses, warehouses, store houses, or buildings for carrying on or to be used in connection with the business of the Company.
- (k) To purchase or otherwise acquire or undertake the whole or any part of the business, assets, and liabilities, including shares, stock, bonds, debentures, mortgages, or other obligations, or any or either of them of any other company, trust, corporation, or person carrying on any business in Ceylon or elsewhere which this Company is

authorized to carry on or possessed of any property or rights suitable for the purposes of this Company, and to acquire the business of any company, corporation, or trust, if deemed expedient, by amalgamation with such company, corporation, or trust, instead of by purchase in the ordinary way.

- (l) To pay for any business or undertaking, or any property or rights acquired by the Company either in cash or shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company shall determine.
- (m) To engage in Ceylon or elsewhere in any business or transaction within the limits of the Company's objects, in conjunction with any other person, corporation, trust, company, or firm, and to hold shares, stock, or bonds in any such company, corporation, or trust.
- (n) To sell the business or undertaking of the Company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences, or authorities or any estate, rights, property, privileges, or assets of any kind for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any other company, and to invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (o) To accept payment for the business or undertaking of the Company or any part thereof, or for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares or bonds of any company, trust, or corporation, with or without deferred or preferred rights in respect of dividends or repayment of capital or otherwise, or by means of a mortgage, or by debentures, debenture stock, or mortgage, debentures, or bonds of any company, trust, or corporation, or partly in one mode and partly in another, and generally on such terms as the Company shall or may determine.
- (p) To promote, form, subsidize, and establish any company or companies, trusts, or corporations whose objects shall include the acquisition of all or any of the property, rights, and liabilities of the Company or the carrying on of any such business as aforesaid, and to pay the costs, charges, and expenses, preliminary or incidental to the promotion, formation, establishment, registration, and advertising of any such company and the issue of its capital and to guarantee the payment of any debentures, debenture stock, or other securities issued by any such company.
- (q) To insure with any other company or person against losses, damages, risks, and liabilities of all kinds which may affect this Company.
- (r) To lend money upon such terms as the Company may think fit, to persons, companies, trusts, or corporations having dealings with the Company or otherwise upon such security as shall be thought fit, or without security, and to guarantee the performance of contracts by any such persons, companies, trusts, or corporations and to receive money on deposit at interest or otherwise.
- (s) To enter into arrangements for partnerships, sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise with any company, corporation, trust, or person having objects altogether or in part similar to those of this Company or carrying on or about to carry on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (t) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of this Company or of any business or company in which this Company is interested or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.
- (u) To borrow, raise, or secure money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, bonds or mortgages charged upon all or any of the property of the Company (both present and future) including its uncalled capital for the time being, and to purchase, redeem, or pay off any such securities and to lend money on such terms and to such persons and guarantee the performance of contracts by such persons as may seem to the Company expedient.
- (v) To draw, make, accept, endorse, discount, execute, and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, charter parties, warrants, and other negotiable or transferable instruments.
- (w) To obtain from any Government or authority, supreme, municipal, local or otherwise, concessions, rights, powers, authorities, and privileges to carry on any trade manufacture, business, or monopoly.
- (x) To obtain, procure, or oppose any Ordinance, Provisional Order, Act of Parliament, or other parliamentary powers as may seem expedient and to obtain, acquire, and dispose of any concessions or authorizations of any Government, legislature, municipal body, or other authority for any works or undertakings which the Company may desire to promote or carry on or for any purpose in connection with the same, and to oppose the granting of any such authority or concession to any other person or company, and to procure the Company to be registered or recognized in any foreign country or colony or elsewhere.
- (y) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (z) To procure the Company to be registered or incorporated in Ceylon and if and when necessary or thought advisable, elsewhere and to pay all expenses preliminary or otherwise connected therewith.
- (z1) To distribute any of the property of the Company amongst the members in specie or otherwise but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (z2) 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.
- (z3) To remunerate in such manner as may be determined any person or company for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock, or other securities of the Company or in or about the formation of the Company and the conduct of its business.
- (z4) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (z5) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "Company" in this clause (where it does not refer to Colombo Distributors, Limited), shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Colombo or elsewhere, and the intention is that the objects specified in each paragraph, except where otherwise expressed in such paragraph, shall in nowise be limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Shareholders is limited.

5. The capital of the Company is Rs. 500,000 divided into 50,000 shares of Rs. 10 each, with power to increase or reduce the capital.

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

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.
L. S. SMALLWOOD, Colombo	One
D. B. ST. JOHN, Colombo	One
J. R. BELL, Colombo	One
C. L. DRAKE, Colombo	One
F. C. ROWAN, Colombo	One
JOS. F. MARTYN, Colombo	One
ALEX. N. WIRATUNGA, Colombo	One
Total shares taken	Seven

Witness to all the above signatures at Colombo, this 8th day of March, 1932:

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

ARTICLES OF ASSOCIATION OF COLOMBO DISTRIBUTORS, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Member" or Holder means a Shareholder.

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

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

BUSINESS.

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

3. *Directors to carry on Business of Company.*—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.

4. *Funds.*—The funds of the Company shall not be expended in the purchase of or in loans upon the security of its own shares.

5. *Members visiting Works.*—No member shall be entitled without the permission of a Director to visit or inspect any portion of the works and premises of the Company at any time. The Directors shall have absolute power to refuse such application without assigning any reason therefor.

6. *Office.*—The Chief Office of the Company shall be in Colombo or such other place as the Directors may from time to time determine, and the business of the Company shall be carried on at such place or places as the Directors may from time to time determine.

CAPITAL.

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

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

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

10. *Power to reduce.*—The Directors may also with the sanction of a special resolution of the Company subdivide or consolidate the shares of the Company, or reduce the 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.

SHARES.

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

12. *Instalments to be paid when due.*—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. *Shares to be offered to existing Shareholders.*—Subject to any directions to the contrary that may be given by the meeting which sanctions the increase of capital or any subsequent meeting prior to the offer hereinafter mentioned, all new shares shall be offered to the members in proportion to the existing shares held by them of the particular class to be issued so that the new shares of the particular class shall be offered to holders of that class only on such terms as the Board shall determine, and such offer shall be made by notice limiting the time within which, if not accepted, it will be deemed to be declined, and after the expiration of such time or on receipt of an earlier intimation from the member to whom such notice is given, that he declines to accept the shares offered, the Directors may from time to time dispose of the same to such person or persons, companies, trusts, or corporations, whether members or not, in such manner as they in their absolute discretion may think fit.

14. *Increased Capital to be issued as directed by General Meeting.*—In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with

such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends; and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

15. *Underwriting Commission.*—The Company may pay to any person a commission at a rate not exceeding 10 per cent. or of an amount not exceeding such rate in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company.

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

17. *Shareholders to accept Shares in Writing.*—Every person taking any share in the Company shall testify his acceptance thereof by under writing his hand in such form as the Company may from time to time direct.

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

19. *Joint-Shareholders.*—Shares may be registered in the names of two or more persons jointly.

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

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

22. *Company will not recognize Equities.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 42 to become a Shareholder in respect of any share.

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

CERTIFICATES.

24. *When entitled and nature of Certificate.*—Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares, held by him and the amount paid thereon,

and such certificates may be in such form as the Board may from time to time prescribe provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. A Shareholder shall be entitled to one certificate for the whole of his shares or to several certificates each for a part of such share.

25. *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 may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

26. When a share is forfeited and the certificate thereof is not delivered up to the Company the Board may issue a new certificate of the share distinguishing it as they think fit from the certificate not delivered up.

CALLS.

27. *Calls.*—The Board may from time to time (subject to any term upon which any share or shares have been or may be issued) make such calls as they think fit upon the members in respect of all moneys unpaid on their shares. Each member shall be liable to pay the calls so made, and any money payable on any share under the terms of allotment thereof to the persons or Banking Company and at the times and places appointed by the Board, provided that no call shall exceed one-fourth of the nominal amount of the share, and all calls shall be made payable at intervals of not less than two months.

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

29. *Time of Calls.*—A call be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

30. *Directors may give Time to pay 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.

31. *Payment of Calls in Advance.*—The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon, not exceeding, however, eight per centum per annum.

TRANSFER OF SHARES.

32. *Shareholders may transfer subject to Articles.*—Subject to the restrictions contained in these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

33. *No Transfer to Infant.*—No transfer of shares shall be made to an infant or person of unsound mind.

34. *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.

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

36. *Transfer to be left at Office and Evidence of Title given. Fee on Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably

require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

37. *Form of Transfer.*—The instrument of transfer of any share shall be signed both by 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. Such instrument of transfer shall be made in the usual common form or as near thereto as the case will admit.

38. *Directors to arrange for Registration without Meeting.*—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.

39. *Directors not bound to inquire into 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 only if at all, upon the transferee.

40. *When Transfer Books may be closed.*—The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

41. *Transmission of Shares.*—The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint-holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

43. *In default of Registration Company may sell Shares after Twelve Months.*—If any person who shall become entitled to be registered in respect of any share under clause 42, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue be registered in respect of such share or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds, of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

44. *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 a surrender of the shares of Shareholders who may be desirous of retiring from the Company provided such acceptance is properly legalized.

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

46. *Form 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.

47. *If Notice not complied with Shares may 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. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

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

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

50. *Claims against the Company extinguished.*—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.

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

52. *Power to annul Forfeiture.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 49 hereof, shall be redeemable after sale or disposal.

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

54. *As to enforcing Lien by Sale.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executor, or administrators, or the assignee or trustee in his bankruptcy requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

55. *Application of Proceeds of Sale.*—The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

56. *Directors' Certificate Conclusive Evidence.*—A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 54 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts, therein stated.

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

PREFERENCE SHARES.

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

59. *Class Meetings.*—Whenever the capital by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares in 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 three members personally present holding shares of that class.

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

BORROWING POWERS.

61. *Directors' Power to borrow.*—The Directors may from time to time raise or borrow for the purposes of the Company or secure payment of any sum or sums of money. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they think fit, and in particular by mortgages or bonds or by the issue of debentures or debenture stock of the Company, perpetual or terminable, and with or without trust, deeds creating a charge or charges upon all or any part of the property of the Company (both present or future) including its uncalled capital for the time being.

62. *Loans by Members.*—The Directors may also if they think fit receive from any of the members willing to advance the same all or any of the moneys not at the time payable on their respective shares and on the moneys so paid in advance or so much thereof as from time to time exceeds the amount payable on shares in respect of which such advance has been made, may pay interest at such rate as the Directors may think fit.

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

64. *Power to vary Securities.*—Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled, or discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

65. *Securities may be assigned free of Equities.*—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.

66. The Board may with the sanction of the Company previously given in General Meeting convert any paid up shares into stock.

67. *Transfer of Stock.*—When any shares have been converted into stock the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which any shares in the capital of the Company may be transferred, or as near thereto as circumstances admit, but the Board may from time to time if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a pound shall not be transferable with power nevertheless at their discretion to waive the observance of such rules in any particular case.

68. *Rights of Stockholders.*—The stock shall confer on the holders thereof respectively the same rights as would have been conferred by shares of equal amounts of the class converted in the capital of the Company but so that none of such rights except the participation of the profits of the Company shall be conferred by any such amount of stock as would not if existing in shares of the class converted have conferred such rights.

GENERAL MEETINGS.

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

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

71. *Other General Meetings, Extraordinary Meetings.*—The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

72. *When Extraordinary Meetings to be called.*—The Directors may whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-tenth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-tenth part of the shares of the Company for the time being subscribed for, upon which all calls or other sums then due have been paid.

73. *Requisition must state Object of Meeting.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Time within which Meeting must be convened.—Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the meeting may themselves fix but not later than three months after the date of deposit of the first requisition. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall 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 a meeting.

74. *At least Five Days' Notice of Resolution to be given.*—Any Shareholder may, on giving not less than five days' previous notice of any resolution, submit the same to a meeting.

75. *How Notice to be given.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

76. *Eight Weeks' Notice of every General Meeting.*—Eight weeks' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by notice to the Shareholders as hereinafter provided or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice

that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

78. *No other Business without Notice.*—With the exceptions mentioned in the foregoing Article as to the business which may be transacted at ordinary General Meetings without notice, no General Meeting, ordinary or extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened except resolutions submitted under Article 74.

79. *Quorum.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business three or more Shareholders entitled to vote, and the members present either personally or by proxy represent at least 51 per cent. of the shares in respect of which the holders are entitled to vote at such meeting.

80. *Procedure if Quorum not present.*—If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called subject however to the provisions of Article 79 being complied with as to 51 per cent. being represented.

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

82. *No Discussion when Chair vacant.*—No business shall be discussed at any General Meeting, except the election of a Chairman, whilst the chair is vacant.

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

84. *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.

85. *How Questions to be decided. Casting Vote. What is to be Evidence of the Passing of a Resolution where Poll is not demanded.*—At any meeting every resolution shall be decided by a show of hands and in case their 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 some Shareholder or in the case of a special resolution by five Shareholders, present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised

by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

87. *Demand for a Poll not to prevent Continuance of Meeting.*—The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

89. *Voting Rights.*—On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

90. *Votes in respect of Shares of Deceased or Bankrupt Members.*—The parent or guardian or curator of an infant Shareholder, the Committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased Shareholder, unless such person shall have been registered as a Shareholder.

91. *Proxies and Attorneys permitted.*—Votes may be given either personally or by proxy or by attorney where there are joint registered holders of any share any one 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 or at any poll personally or by proxy, that one of the said persons so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.

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

93. *Proxy must be a Shareholder.*—No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to an attorney.

94. *Appointment of Proxy must be in Writing.*—The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a Shareholder or his attorney) or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation. A proxy may be either general or special.

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

Form of Proxy.—The instrument appointing a proxy may be in the following form:—

Colombo Distributors, Limited.

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

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

96. *Objection to vote must be made at 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.

97. *Shareholder may vote although interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

98. *Number of Directors.*—The number of Directors shall never be less than three or more than twelve; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

Qualification of Directors.—The qualification of a Director shall be his holding in his own right of at least one fully or partly paid share in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

99. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board meetings and otherwise in execution of their duties as Directors.

100. *First Directors.*—The first Directors shall be elected and appointed by the subscribers to the Memorandum of Association and shall hold office till the First Ordinary General Meeting of the Company, whenever they shall retire but shall be eligible for re-election.

101. *Directors may be appointed Managing Director, &c.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director and (or) Agent.

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

Directors may be remunerated for Extra Services.—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.

102. *Disqualification of Directors.*—The office of a Director (whether one of the Directors herein named or not) shall be vacated *ipso facto* :—

- (a) If he becomes bankrupt, his affairs be liquidated by arrangement or he make an assignment for the benefit of his creditors or compound with them, or be found lunatic or become of unsound mind.
- (b) If removed by the resolution of members as provided by Article 107.
- (c) If he cease to hold the required share to qualify him for office, or do not acquire the same within two months after election or appointment.
- (d) If he be requested in writing by the holders of at least half the issue of ordinary shares to resign.
- (e) If he resigns his office under the provisions of Article.

103. *Not disqualified by acting in certain Capacities.*—No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested 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 that office or of the fiduciary relations thereby established, but it is declared that the fact of his having an interest must, unless all the Directors are interested, be disclosed by him at the meeting of the

Directors at which the contract or arrangement is determined on if his interests then exist, or in any other case at the first meeting of the Directors after the acquisition of his interests, and 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 vote his vote shall not be counted, but his prohibition shall not apply to any contracts or arrangements with the British-American Tobacco Company, Limited, or any of its allied concerns, or to any matters arising thereout or 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 for advances, and it may at any time or times be suspended or relaxed to any extent by 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 all transactions with that firm or company shall be a sufficient disclosure under this clause, as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transaction with that firm or company.

104. *Retiring Directors.*—Every retiring Director shall continue to hold office until his successor is duly appointed and on retiring shall, if qualified, be eligible for re-election.

105. *Appointment by General Meeting.*—The Company at any General Meeting shall fill up the office or offices of any Director or Directors which shall be or have been vacated.

106. *Adjournment if no Appointment.*—If at any meeting at which an election of a Director or Directors ought to take place, the place or places of any vacating Director or Directors be not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and if at such adjourned meeting, the place or places of the vacating Director or Directors be not filled up the vacating Director or Directors or such of them as have not had their places filled up shall continue in office until the Annual General Meeting in the next year, and so on from time to time until the place or places shall be filled up.

107. *Company can remove Director by Special Resolution.*—Any Director may be removed from office by a resolution of the Company in General Meeting. Provided however that all acts done by any person acting as a Director shall notwithstanding his being disqualified or his ceasing to be qualified be as valid and effectual, both against and in favour of the Company and all other persons (but not in favour of himself) as if he was duly elected and qualified.

108. *Directors may resign.*—A Director may retire from his office upon giving one month's notice in writing to the Company of his intentions so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by the Board.

109. Any casual vacancy occurring amongst the Directors may at any time be filled up by the Board, but any person so chosen to fill a casual vacancy shall retain his office until the next following ordinary General Meeting of the Company, and shall then be eligible for re-election. The continuing Directors may act notwithstanding any vacancy in their body. Retiring Directors shall be eligible for re-election.

ALTERNATE DIRECTORS.

110. *Alternate Director.*—A Director may at any time appoint any other Director or any other person approved by a majority of the Board to act as alternate Director 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 appointor (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 and in the event of his appointor being Chairman of the Board shall be entitled to a casting vote.

Any alternate Director shall *ipso facto* cease to be an alternate Director if his appointor 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.

111. *General Meeting may increase or reduce Number of Directors.*—A General Meeting may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

112. Each Director, Manager, Secretary, 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 deed done by him as such officer or servant, or in any way in discharge of his duties, including travelling expenses.

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 receipts or other act for conformity or for any loss or expenses 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 or damage occasioned by an 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.

113. *No Director liable to contribute in excess of Unpaid Calls.*—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.

114. *Directors' Powers.*—In their management of the business of the Company the Board, without any further power or authority from the members, may do the following things (but the powers herein expressed are in addition to and not in limitation of their general authority).

(a) *Execute Deeds, &c.*—They may execute all deeds, enter into contracts for the Company, and contract on behalf of the Company such debts and liabilities as the Board may think necessary in managing the affairs and transacting the business of the Company, and may discharge the debts and liabilities of the Company.

(b) *Appoint Managers, &c.*—They may appoint and at their pleasure remove or suspend such officers, managers, clerks and servants, either for permanent or temporary or special services as they may from time to time deem expedient for carrying on the business of the Company, and may determine the duties and powers of such officers, clerks, and servants, and may fix the amount of their salaries and emoluments, and pay same out of the funds of the Company.

Any Director may, subject to removal by the other Directors or by the Company in General Meeting be appointed to be manager, secretary, traveller, solicitor, or other officer or servant of the Company except Auditor, and in respect of such office or employment may be paid such salary or other remuneration as the other Directors may from time to time determine.

(c) *Delegate Company's Powers.*—They may by letter of attorney or other deed under the seal or by writing not under seal, delegate to any Director, officer, or agent any of the powers of the Company or Board which the Board in their discretion think expedient for the due conduct, management, and regulation of any of the business or affairs of the Company.

(d) *Borrow and invest.*—They may, for carrying on and managing the business of the Company, invest, borrow, and lend money (except to themselves), and purchase, hire, rent, or acquire any houses, warehouses, buildings, or lands of any tenure or acquire any leasehold or other interest in any houses, warehouses, buildings, or lands, on such terms as they may from time to time think advisable. They may pull down, remove, alter, or convert any such houses, warehouses, or buildings and may erect and build such other houses, warehouses, and buildings in lieu thereof on any land purchased, hired, rented, or acquired as aforesaid, in such manner as they may consider necessary or advisable for carrying on the business of the Company. They may purchase or otherwise acquire machinery, plant, and other effects, and insure against loss by fire, all or any such houses, warehouses, or buildings and may let or demise, or give possession of the whole or any part of the same whether fitted up or furnished or otherwise to such person or persons, and on such terms as to tenancy or occupation as they

may consider advisable with regard to the interest of the Company, and the promotion or carry in on of its business. They may from time to time sell and buy in any such lands, houses, warehouses, or buildings as aforesaid, and may let, demise, or resell the same, and may otherwise deal with all or any of the same as they consider most conducive to the interests of the Company.

(e) *Purchase certain Assets.*—They may, upon such terms as they think fit, purchase or otherwise acquire or undertake the whole or any part of the business, assets, and liabilities, including shares, stocks, bonds, debentures, mortgages, or other obligations or any or either of them of any other company, trust, corporation, or person carrying on any business which this Company is authorized to carry on or possessed of any property or right suitable for the purposes of this Company, and to acquire business of any company, corporation, or trust if deemed expedient by amalgamation with such company, corporation, or trust, instead of by purchase in the ordinary way.

(f) *Pay for Property acquired.*—They may pay for any business or undertaking or any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividends or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as they may determine.

(g) *Sell Company's Business.*—They may sell the business or undertaking of the Company or any part thereof, including any shares, stocks, bonds, debentures, mortgages, or other obligations or securities or any or either of them, patents, trademarks, trade names, copyrights, licences, or authorities or any estate, rights, property privileges, or assets of any kind.

(h) *Accept Cash or Shares, &c.*—They may accept payment for the business or undertaking of the Company, or for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash or by instalments or otherwise or in shares or bonds of any company, trust, or corporation with or without deferred or preferred rights in respect of dividends or repayment of capital or otherwise, or by means of a mortgage or by debentures, debenture stock, mortgage debentures, or bonds of any company, trust, or corporation or partly in one mode and partly in another, and generally on such terms as they may determine.

(i) *Conduct Legal Proceedings, &c.*—They may institute, intervene in, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings and claims by and against the Company, and the Directors and officers of the Company and otherwise concerning the affairs of the Company.

(j) *Compound for Debts.*—They may compound for debts or give time for the payment of debts due to the Company.

(k) *Pay Costs.*—They may pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, and registration of the Company.

(l) *Appoint Trustees.*—They may appoint any person or persons (whether incorporated or not incorporated) 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 may execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustees.

(m) *Mortgage.*—They may 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 to sell and such other powers, covenants, and provisions as shall be agreed on.

(n) *General Powers.*—They may do any or all of the things or matters mentioned in the Memorandum of Association.

115. Generally the business of the Company shall be carried on by the Directors under such regulations (not inconsistent with the regulations of the Company for the time being in force) as they shall in their discretion think

fit to establish, provided that no by-law or other regulations shall be made under this power which would amount to such an addition to or alteration of the Articles as could only legally be made by special resolution passed and confirmed in accordance with the Ceylon Joint Stock Companies' Ordinances may exercise all such powers of the Company as are not by the statutes or by the regulations of the Company for the time being in force declared to be exercisable only by the Company in General Meeting, subject nevertheless to any regulations of these presents, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

116. The Directors shall subject only to the prospective control of any resolution of the Company passed in General Meeting have power to appoint to any officer or servant of the Company other than a Director in his office as Director any remuneration which they shall think fit in proportion to or depending on the dividends, or the dividends and bonuses declared by the Company.

117. All cheques drawn upon the Bankers of the Company for moneys payable by the Company shall be drawn and signed and all cheques made payable to the Company, and all bills of exchange and promissory notes shall be made, drawn, accepted, and endorsed in such manner as the Directors shall from time to time direct.

LOCAL MANAGEMENT.

118. (a) *Local Management.*—The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether in Ceylon or abroad, in such manner as they think fit, and the provisions contained in the three next following clauses shall be without prejudice to the general power conferred by this clause.

(b) *Establishment of Local Agencies.*—The Directors from time to time and at any time may establish any local board or agency for managing any of the affairs of the Company in any such specified locality, or may appoint any persons to be members of such local board or managers or agents and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors other than their power to make calls, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

(c) *Appointment of Local Agents.*—The Directors may at any time and from time to time by power of attorney under the seal appoint any person or persons to be the attorney or attorneys of the Company for such purpose and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit, and such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid or 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 powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

(d) *Power of Local Agents.*—Any such delegates or attorneys as aforesaid may be authorized by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

119. *Seal.*—The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such secretaries.

PROCEEDINGS OF DIRECTORS.

120. *Meetings of Directors, Quorum, &c.*—The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the

quorum necessary for the transaction of business. Until otherwise determined three Directors shall be a quorum.

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

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

123. *Question to be decided by Majority of Votes.*—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.

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

125. *Proceedings at Meetings.*—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.

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

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

MINUTES.

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

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

129. *Signature of Minutes.*—All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting or Board Meeting, or Committee Meeting as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and 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. Nevertheless the minute book may be amended according to the fact where it shall be shown to be erroneous and such corrections may be made by order of the Board or of a General Meeting as the case may be.

ACCOUNTS.

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

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

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

133. *What Accounts must show.*—The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

134. *Balance Sheet to contain Summary of Property.*—The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

135. *Director's Report to accompany Balance Sheet.*—Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders.

136. *A Copy to be sent to Shareholders Seven Days before the Meeting.*—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.

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

AUDIT.

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

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

140. *Remuneration to be fixed by General Meeting.*—The remuneration of the Auditors other than the first shall be

fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

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

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

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

144. *To be given List of Books and Access thereto.*—The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

145. *Directors may declare Dividend with Sanction of General Meeting.*—The Directors may, with the sanction of the Company in General Meeting, from time to time, declare a dividend to be paid and (or) pay a bonus to the Shareholders in proportion to the amount paid on their shares, but no dividend or bonus shall be payable except out of nett profits. Where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in profits.

146. *Interim Dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus. Not more than four interim dividends shall be paid in any calendar year.

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

148. *Capitalization of Reserve.*—Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company, and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may

determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

149. *No Interest on Unpaid Dividend.*—No unpaid dividend or bonus shall ever bear interest against the Company.

150. *Shareholder indebted to Company not entitled to Dividend.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

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

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

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

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

NOTICES.

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

156. *Registered Address in Ceylon.*—Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

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

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

160. *Shareholders who have not Registered Address not entitled to Notice.*—Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 156 shall not be entitled to be given any notices.

161. No member of general or other meeting of members shall be entitled to require discovery of or any information respecting any details of the Company's trading or any matter which may be in the nature of a trade secret or mystery of trade, or 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 interests of the members of the Company to communicate to the public.

EVIDENCE.

162. *Presumptions in Case 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.

163. *Power to purchase Company's Property in a Winding-up.*—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.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the dates hereafter written:—

L. S. SMALLWOOD, Colombo.
D. B. ST. JOHN, Colombo.
J. R. BELL, Colombo.
C. L. DRAKE, Colombo.
F. C. ROWAN, Colombo.
JOS. F. MARTYN, Colombo.
ALEX. N. WIRATUNGA, Colombo.

Witness to all the above signatures at Colombo, this 8th day of March, 1932:

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

**MEMORANDUM OF ASSOCIATION OF THE
MUPPANE VALLEY (CEYLON) RUBBER
COMPANY (1931), LIMITED.**

1. The name of the Company is "THE MUPPANE VALLEY (CEYLON) RUBBER COMPANY (1931), LIMITED."

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

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

- (a) To acquire and take over Muppene Estate, situate in the Moneragalla District of the Island of Ceylon and with a view thereto to enter into and carry into effect either with or without modification an agreement which has already been prepared and is expressed to be made between the Muppene Valley (Ceylon) Rubber Company, Limited, and Maurice John Harding the Liquidator thereof of the one part and the Company of the other part a copy whereof has for the purpose of identification been endorsed with the signature of one of the subscribers hereto.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufactures of and dealers in tea, rubber, and other Ceylon produce.
- (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, Agents, Superintendents, Managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cocoa, coconut, and coffee curing mills, and other manufacturing, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in *h*, or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cocoa, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cocoa, coconuts, plumbago, minerals, crops and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.

- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cocoa, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cocoa, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cocoa, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate Agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company, or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purpose of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them or, capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock or other interest in any such company, and to promote the formation of any such company.

- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purpose of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and do subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares in the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z3) 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.
- (z4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects abovementioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000) divided into Fifty thousand 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.
L. H. C. WALDOCK, Colombo	.. One
O. P. MOUNT, Colombo	.. One
R. J. HARTLEY, Colombo	.. One
LIONEL BRAY, Colombo	.. One
F. F. ROE, Colombo	.. One
M. N. WAYMAN, Colombo	.. One
JOS. F. MARTYN, Colombo	.. One
Total Shares taken	.. Seven

Witness to the above signatures at Colombo, this Nineteenth day of January, 1932.

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

ARTICLES OF ASSOCIATION OF THE MUPPANE VALLEY (CEYLON) RUBBER COMPANY (1931), LIMITED.

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

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

INTERPRETATION CLAUSE.

1. *Interpretation.*—In the interpretation of these presents the marginal notes shall not affect the construction and the following words and expressions shall have the following meanings, unless such meanings be inconsistent with, or repugnant to, the subject or context, viz. :—

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

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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

2. *Company may Proceed to Business as soon as Subscription sufficient.*—The Company shall forthwith adopt the agreement referred to in sub-clause (a) of clause 3 of the Memorandum of Association and shall carry the said agreement into effect with such modification (if any) as may be agreed upon and may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted as soon as in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

3. *Directors to carry on Business of Company.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Muppane Estate it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

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

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

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

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

SHARES.

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

9. *Instalments to be Paid when due.*—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.

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

11. *Increased Capital to be issued as directed by General Meeting.*—In case of the increase of the capital of the Company by the creation of new shares such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights

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

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

12. *Payment of Brokerage.*—The Company may pay a reasonable sum for brokerage.

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

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

15. *Joint-Shareholders.*—Shares may be registered in the names of two or more persons jointly.

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

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

18. *Company will not recognize Equities.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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

CERTIFICATES.

20. *When entitled and Nature of Certificate.*—Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares, held by him and the amount paid thereon.

21. *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 may

be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

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

CALLS.

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

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

25. *Time of Calls.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

26. *Directors may give Time to pay 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 call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to any such extension except as a matter of grace or favour.

27. *Payment of Calls in Advance.*—The Directors may, at their discretion, receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

TRANSFER OF SHARES.

28. *Shareholders may Transfer subject to Articles.*—Subject to the restrictions contained in these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

29. *No transfer to Infant.*—No transfer of shares shall be made to an infant or person of unsound mind.

30. *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.

31. *In what Cases Board may decline to Register Transfer.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise; or in case of shares not fully paid up, to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

32. *Transfer to be left at Office and Evidence of Title given; Fee on Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

34. *Directors not bound to inquire into 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 only if at all, upon the transferee.

35. *When Transfer Books may be closed.*—The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

TRANSMISSION OF SHARES.

36. *Transmission of Shares.*—The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint-holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

38. *In default of Registration Company may sell Shares after Twelve Months.*—If any person who shall become entitled to be registered in respect of any share under clause 37, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; and the net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

39. *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 a surrender of the shares of Shareholders who may be desirous of retiring from the Company provided such acceptance is properly legalized.

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

Form 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.

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

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

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

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

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

45. *Power to Annul Forfeiture.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share, or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 47 hereof, shall be redeemable after sale or disposal.

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

47. *As to enforcing lien by sale.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

49. *Directors' certificate conclusive evidence.*—A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

51. *Power to create preference shares.*—Any shares from time to time to be issued or created may from time

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

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

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

BORROWING POWERS.

54. *Directors power to borrow up to Rs. 40,000 without sanction of shareholders.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Forty thousand (Rs. 40,000).

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

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

57. *Power to vary securities.*—Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled, or discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotments of shares, or otherwise.

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

GENERAL MEETINGS.

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

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

61. *Other General Meetings Extraordinary Meetings.*—The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other Meetings of the Company shall be called Extraordinary General Meetings.

62. *When Extraordinary Meetings to be called.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of the Company for the time being subscribed for.

63. *Requisition must state object of Meeting.*—Any requisition so made shall express the object of the Meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

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

64. *At least 10 days' notice of resolution to be given.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting.

65. *How notice to be given.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

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

67. *Accidental omission to give Notice not to invalidate Resolution.*—The accidental omission to give notice of any meeting to or the nonreceipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

70. *Quorum.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a

Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

76. *How questions to be decided; Casting Vote; What is to be evidence of the passing of a resolution where poll is not demanded.*—At any meeting every resolution shall be decided by a show of hands and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five Shareholders present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

78. *Demand for a Poll not to prevent continuance of Meeting.*—The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

80. *Voting Rights.*—On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to one hundred and an additional vote for every one hundred shares beyond the first ten up to 100.

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

82. *Proxies and Attorneys permitted.*—Votes may be given either personally or by proxy or by attorney.

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

84. *Proxy must be a Shareholder.*—No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.

85. *Appointment of Proxy must be in Writing.*—The instrument appointing a proxy shall be printed or written and shall be signed by the appointer (whether a Shareholder or his attorney) or if such appointer be a company or corporation, it shall be under the common seal of such company or corporation.

86. *Appointment of Proxy to be Deposited 48 Hours before Meeting.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

Form of Proxy.—The instrument appointing a proxy may be in the following form:—

The Muppane Valley (Ceylon) Rubber Company (1931), Ltd.
I, _____, of _____, appoint _____ of _____ as my proxy, to represent me and to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be), General Meeting of the Company to be held on the _____ day of _____, One thousand Nine hundred and _____, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

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

87. *Objection to Vote must be made at 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.

88. *Shareholder may Vote although interested in result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

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

90. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in execution of their duties as Directors.

91. *First Directors.*—The first Directors shall be Messrs. T. H. Williams of Nuwara Eliya, F. F. Roe of Colombo,

and L. B. Gourlay of Moneragalla. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

92. *Directors may be appointed Managing Director, &c.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents of the Company, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents.

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

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

ROTATION OF DIRECTORS.

93. *Rotation and Retirement of Directors.*—At the first Ordinary General Meeting of the Company all the Directors shall retire from office and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 94.

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

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

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

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

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

99. *General Meeting may increase or reduce number of Directors.*—A General Meeting may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

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

101. *Director's Power to Resign.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary or Secretaries or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before his office shall become vacant.

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

103. *Indemnity of Directors.*—Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or

officer, be liable for the acts or defaults or any other Director or officer, or for any loss or expenses happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

104. *No Director liable to contribute in excess of unpaid calls.*—No contribution shall be required from any present or past Director or Manager, exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

DISQUALIFICATION OF DIRECTOR.

105. *Disqualification of Directors.*—The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 101.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

Not disqualified by acting in certain capacities.—No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, or by reason of his being Agent, or Secretary, or Solicitor, or being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

106. *Directors have power to acquire Property.*—The Directors shall have power to lease, purchase, or acquire any lands, estates, or property they may think fit, or any share, or shares thereof.

107. *Directors to manage Company's business.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistant of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 125 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

114. *Meetings of Directors Quorum, &c.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

115. *Directors may summon Meeting.*—A Director may at any time summon a meeting of Directors.

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

117. *Question to be decided by Majority of Votes.*—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.

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

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

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

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

MINUTES.

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

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

123. *Signature of Minutes.*—All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee

Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting or Board Meeting, or Committee Meeting as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and 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.

SEAL.

124. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such secretary.

AGENTS AND SECRETARIES.

125. *Agents and Secretaries.*—Gordon Frazer and Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

129. *What accounts must show.*—The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing these several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

130. *Balance Sheet to contain summary of Property.*—The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

131. *Directors' report to accompany balance sheet.*—Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders.

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

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

AUDIT.

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

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

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

137. *Eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

142. *Interim Dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued share of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

145. *No Interest on Unpaid Dividend.*—No unpaid dividend or bonus shall ever bear interest against the Company.

146. *Shareholder indebted to Company not entitled to Dividend.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

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

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

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

150. *Receipt of One Joint holder sufficient.*—Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

NOTICES.

151. *Notices to be Signed by Secretaries.*—Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or persons appointed by the Board to authenticate the same.

152. *Registered Address in Ceylon.*—Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

153. *Service of Notices.*—A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors, or administrators shall have given to the Directors, or to the agent or secretary or agents or secretaries of the Company, their own or some other address in Ceylon to which notice may be sent.

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

155. *Notice posted deemed to be received in ordinary course of post.*—Any notice, if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such

service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

156. *Shareholders who have not registered address not entitled to Notice.*—Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 152, shall not be entitled to be given any notices.

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

EVIDENCE.

157. *Presumptions in case 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.

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

159. *Distribution in Specie in a Winding Up.*—If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 234 of the Companies (Consolidation) 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 of the Ceylon Ordinance No. 2 of 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 (Consolidation) 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 the places and on the dates hereafter written:—

L. H. C. WALDOCK.
O. P. MOUNT.
R. J. HARTLEY.
LIONEL BRAY.
F. F. ROE.
M. N. WAYMAN.
JOS. F. MARTYN.

Witness to the above signatures at Colombo, this Nineteenth day of January, 1932.

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

The Dorset Rubber Estate Company, Limited.

16 NOTICE is hereby given that the Twenty-second Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Friday, April 8, 1932, at 11.15 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1931.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice may have been given.

By order of the Directors,

WHITTALL & Co.,
Colombo, March 18, 1932. Agents and Secretaries.

The Kalutara Company, Limited.

157 NOTICE is hereby given that the Thirty-sixth Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Friday, April 8, 1932, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1931.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice has been given.

By order of the Directors,

WHITTALL & Co.,
Colombo, March 18, 1932. Agents and Secretaries.

The Ryanwella Tea Company, Limited.

16 NOTICE is hereby given that the Thirty-seventh Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Friday, April 8, 1932, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1931.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice may have been given.

By order of the Directors,

WHITTALL & Co.,
Colomb, March 18, 1932. Agents and Secretaries.

The Uva Highlands Tea Company, Limited.

20 NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Wednesday, March 30, 1932, at noon.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1931.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. Any other business that may be duly brought before the Meeting.

Notice is hereby given that the Share Transfer Books of the Company will be closed from March 24 to 30, 1932 (both days inclusive).

By order of the Directors,

MACKWOODS, LIMITED,
Colombo, March 18, 1932. Agents and Secretaries.

The Gallepode Estates Company of Ceylon, Limited.

20 NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Wednesday, March 30, 1932, at 12.30 P.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1931.

2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. Any other business that may be duly brought before the Meeting.

Notice is hereby given that the Share Transfer Books of the Company will be closed from March 24 to 30, 1932 (both days inclusive).

By order of the Directors,

MACKWOODS, LIMITED,
Colombo, March 18, 1932. Agents and Secretaries.

The Ceylon Stationers, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company at 121, Division, Madaya, on Saturday, April 2, 1932, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ending September 30, 1931.
2. To elect Directors.
3. To appoint Auditors for the ensuing year.
4. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 19 to April 2, 1932.

By order of the Directors,

T. A. DHARMABANDU,
Colombo, March 12, 1932. Secretary.

The Lugalaya Tea and Rubber Company, Limited.

NOTICE is hereby given that the Seventh Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 69, Queen Street, Fort, Colombo, on Thursday, March 31, 1932, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1931.
2. To elect a Director.
3. To appoint Auditors and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 28, 1932, to April 2, 1932, both days inclusive.

By order of the Directors,

DARLEY, BULLER & Co., LTD.,
Colombo, March 15, 1932. Agents and Secretaries.

**Ceylon Hemp and Produce Company, Limited
(In Liquidation).**

NOTICE is hereby given that an Extraordinary General Meeting of the Ceylon Hemp and Produce, Co., Ltd. (in Liquidation) will be held at the offices of Messrs. Duncum, Williams, Ford & Co., Chartered Accountants, Lloyd's buildings, Fort, Colombo, on Tuesday, March 29, 1932, at 12 noon, for the following purposes, viz. :—

To receive and consider the report of the Liquidator and the accounts of the Liquidation for the period June 13, 1930, to June 12, 1931, and to pass a resolution adopting them.

Copies of the report and accounts can be obtained by Shareholders on application to the Liquidator.

Lloyd's Buildings, Fort,
Colombo, March 16, 1932. R. N. WATKINS,
Liquidator.

Auction Sale.

PREMISES bearing No. 3 called "East End," situated at Dort place, Bambalapitiya, with the trees and plantations standing thereon and also known as Madangahawatta, in extent 3 roods and 13 perches, will be sold by public auction at the spot on Friday, April 8, 1932, at 5 P.M., under mortgage decree in D. C. Colombo, No. 44,795, belonging to W. D. J. A. Permal, *nee* Jayawardana and W. D. J. Jayawardana.

For further particulars please apply to C. Sivaprakasam, Esq., Proctor, Supreme Court, Colombo, or to me—

152, Hulftsdorp street,
Colombo. B. D. AMIT,
Auctioneer and Broker.

**Sale by Public Auction under Mortgage Decree in D. C.,
Colombo, Case No. 44,706.**

On Thursday, April 28, 1932, at the spot at 4 p.m.

THE following property belonging to the defendant, Arnold Valentine D'Amis of Kalutara, presently of Bandaragama :—

The entire soil plantations, and buildings standing thereon of the contiguous two allotments of land called Hettigodakele, situated at Ankarigodan Kalutarabadda, Kalutara totamune, in Kalutara District; in extent 28 acres 2 roods and 7 perches.

Further particulars from R. Muttusamy, Esq., Proctor, Supreme Court, Colombo.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

167, Hulftsdorp.

Auction Sale.

THE following properties belonging to the defendants, E. Dona Nancy Rona and P. Don Pabilis alias Don Thomas Appukamy, both of Pelanwatta in Pannipitiya, and P. Don Martin of Batuwandana, Kesbawa, by virtue of a commission issued to me in D. C. case No. 42,922 under mortgage decree, I shall sell by public auction on Thursday, April 21, 1932, at the firstly-mentioned land commencing from 4 P.M. :—

1. Undivided $\frac{1}{2}$ share of the land called Delgahawatta, situated at Matihedda in Udugaha pattu of Salpiti korale in Colombo District, together with the trees and plantations; in extent 21 acres 3 roods and 28 $\frac{20}{100}$ perches.

2. Undivided $\frac{1}{2}$ of 19/22 part or share of a portion of Delgahakanattewatta, situated at Pelanwatta in Palle pattu aforesaid; in extent 4 acres and 3 roods, together with the house standing thereon.

3. Undivided $\frac{1}{2}$ of 19/22 of the middle portion of the adjoining Yagahakumbura and Wewekumbura, situated at Erawala in Palle pattu aforesaid; in extent 4 bushels-paddy sowing.

4. A portion of Delgahakanattewatta towards western direction, situated at Pelanwatta aforesaid; in extent 1 acre.

Further particulars from S. Sivasubramaniam, Esq., Proctor, Supreme Court, Colombo.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

167, Hulftsdorp.

**Auction Sale under Mortgage Decree in Colombo, D. C.,
Case No. 43,219.**

Property belonging to Sheka Marikar Samsudeen of Mosque Lane, Colombo, and 5 others.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Thursday, April 21, 1932, at 5 P.M., at the spot, the following property :—(1) All that undivided portion of land from and out of the lot marked B of the extent of 37 $\frac{1}{2}$ feet in width and 14 feet length adjoining the lot marked C in the plan dated November 14, 1895, made by F. Bartholomuesz, and survey bearing No. 289/33 from and out of all that part of garden with the building thereon, bearing assessment No. 36 to 39, situated at Siripina lane in Moor street, within the Municipality and District of Colombo, Western Province, in extent 24 perches.

(2) All that undivided $\frac{1}{2}$ share from and out of an undivided $\frac{1}{2}$ part of premises and buildings thereon, bearing assessment No. 1,289/33, Siripina lane, New Moor street, Colombo, in extent 30 perches more or less.

(3) All those premises bearing assessment No. 33/2, with the buildings thereon at Mosque lane, first in Wolfendahl, Colombo, in extent 4 $\frac{37}{100}$ perches.

R. G. KOELMAN,
Auctioneer and Broker.

**Auction Sale under Mortgage Decree in Case No. 45,966,
D. C., Colombo.**

Rubber lands at Diddeniya.

BY virtue of a commission issued to me in the above case against D. J. R. Ganewardane of Waga for the recovery of the sum of Rs. 5,968, with further interest and costs, I shall sell by public auction on Saturday, April 9, 1932, commencing at 4 P.M. at the firstly-named land herein, to wit :—

(1) All that allotment of land called Tennapitahena at Diddeniya, Udugaha pattu, Hewagama korale; in extent 13 acres 2 roods and 24 perches.

(2) Two-third share of Tennepitahena, at Diddeniya; extent 5 acres

Phone: 654.
59, Belmont street,
Colombo, March 14, 1932.

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

Auction Sale upon Mortgage Decree in Case No. 42,260 D. C., Colombo.

Building Block at Havelock Town and Rubber Land at Pamunuwila.

BY virtue of a commission issued to me for the recovery of the balance claim with legal interest and costs, I shall sell by public auction on Thursday, April 7, 1932, at 5 P.M. at the spot:—

(1) All that portion marked (B) of the land called Madan-gahawatta alias Galwalawatta bearing assessment No. 35/35, presently No. 39, Police Training School road, Havelock town, Bambalapitiya, Colombo; extent 1 rood and 10 perches; and on Friday, April 8, 1932, at 4 P.M. at the spot:—

(2) All that portion marked (B) of the land called Goraka-gahawatta, situated at Pamunuwila in Adikari pattu, Siyone korale, extent 7 acres 1 rood and 20 perches. Fully planted with rubber, held under partition decree in No. 50,585, D. C., Colombo.

Further particulars from Chas Dias, Esq., Proctor and Notary, Colombo.

Phone: 654.
59, Belmont street,
Colombo, March 16, 1932.

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

Auction Sale.

Splendid Building Site at Nugegoda.

UNDER commission in case No. 39,778, D. C., Colombo, I shall sell by public auction on April 8, 1932, at 5 P.M. at the spot:—All that allotment of land called Kahatagahakurunduwatta, situated at Pagoda in the District of Colombo and bounded on the north by a path, lot A, property of D. J. Wijesinghe, and part of the same land belonging to the heirs of Weerasinghe, Menick Hamy, on the east by the property of B. J. Wijesinghe and lot B part of the same land, on the south by the property belonging to the heirs of W. A. Don Simon Appuhamy, and on the west by the part of the same land of W. A. Luci Hamine; containing in extent 1 acre 2 roods and 6 perches.

A. G. KOELMEER,
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale under Partition Decree, Case No. 29,539, D. C., Galle.

Ravalokodi Omer Katha Mohamed Abaulla of Dangedera Plaintiff.

Vs.

(1) Ismail Lebbe Marikkar Pathunma of Dangedera and others Defendants.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, May 14, 1932, at 3.30 P.M. at the spot, the following property:—

All that land called Pitawala-alutwatta alias Pelawatta, situate at Dangedera within the Municipal limits of Galle, and containing in extent 1 rood and 4 perches.

The sale will take place first among the co-owners and if there be no bidders among them, then it will be put up for sale amongst the public. For further particulars apply to Ahamed M. Ismail, Esq., Proctor, Supreme Court, or to me—

Galle, March 15, 1932.

H. D. S. RATNAKE,
Auctioneer.

Auction Sale under Mortgage Decree in Case No. 16,406, D. C., Kalutara.

BY virtue of the order to sell issued to me in the above case for the recovery of the sum of Rs. 2,687.50, with further interest and costs, I shall sell by public auction on Saturday, April 9, 1932, at 2 P.M. at the spot:—

1. All that allotment of land called Nugahena together with buildings and everything thereon, situated at Weligampitiya in Raigam korale, Kalutara District; in extent 5 acres 3 roods and 33 perches.

2. All that divided portion marked "Q" of the two contiguous allotments of land called Liyanagahawatta, situated at ditto; in extent 2 roods and 8 perches, with buildings and everything thereon.

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

Panadura.

H. D. S. PERERA,
Auctioneer and Broker.

Auction Sale.

Splendid property at Pamankada road, Wellawatta, close to the Ceylon Spinning and Weaving Mills and a few minutes' walk to the Wellawatta Railway Station and on the Bus route, commanding a good rental.

UNDER the mortgage decree in D. C., Colombo, case No. 28,751, entered against M. W. Perera of 806, Pamankada road, Bambalapitiya, Colombo, for the recovery of the sum of Rs. 6,452.51, with interest on Rs. 6,000 at 9 per cent., &c. I shall sell by public auction at the spot at 3 P.M. on Saturday, April 16, 1932, all that allotment of land called Moragahawatta, bearing assessment No. 806, Pamankada road, Wellawatta, in extent 1 rood and 35 perches.

Further particulars either from Albert E. Perera, Esq., Proctor and Notary, Hulftsdorp, or from me—

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

Auction Sale.

A Valuable Property situated in Horton Place, Colombo, called "Montrose"

Walker Sons & Co., Ltd., Colombo Plaintiffs
Vs.

D. L. Wijesekera and N. Samson Wijesekera (wife and husband), both of Colombo Defendants.

BY virtue of the commission issued to me in the above case for the recovery of the sum of Rs. 31,643.83, with interest and costs, I shall sell by public auction on Friday, April 15, 1932, at 5.15 P.M. at the spot, the following property, to wit:—

All that allotment of land being the eastern portion of the land described in title plan No. 85,498 and marked B in the plan thereof with the buildings thereon, formerly bearing assessment No. 1,822/13, but presently bearing assessment No. 99 called and known as Montrose, situated at Mackenzie place, now called Horton place in Maradana, Cinnamon Gardens, in Ward No. 9, within the Municipality of Colombo in the District of Colombo, Western Province; and bounded on the north by land described in title plan No. 84,965 the property of Mr. Jayasinghe, on the east by land described in title plan No. 84,939 the property of Mr. Lucas Fernando, on the south by reservation along the road now called Horton place, and on the west by the portion A marked off in the said plan No. 85,498 the property of Dr. W. G. Rockwood; containing in extent 3 roods and 38 square perches.

For further particulars apply to Messrs. Julius & Creasy Proctors, Prince street, Colombo, or to me—

E. John & Co.,
National Mutual building,
Chatham street, Colombo.

R. J. M. MEADEN,
Auctioneer and Broker.

Auction Sale.

Extensive Rubber Estate.

K. S. P. Arunasalam Chettiar of Sea Street, Colombo

Vs.

A. P. Fernando Apocysundera Wickremasuriya, Notary of Kalutara.

For the recovery of Rs. 30,954.50, with interest and costs.

UNDER instructions from the District Court of Kalutara in D. C. 16,954, I shall sell by public auction, on Saturday, April 9, 1932, commencing at 9.30 A.M. at the spot:—

All that and these the estate plantations and buildings, and premises called and known as Govinda comprising of the following allotments of which adjoining one another and now form one property and as regards their situation in respect of each other can be included in the survey, to wit:

In the District Court of Kalutara—

- (1) Allotment of land called Andiyakanda *alias* Andiyagodalanda in Kolawila, in extent 44 acres and 36 perches.
- (2) Allotment of land called Paragahalanda in Paragoda, in extent 33 acres 2 roods and 14 perches.
- (3) Allotment of land called Paragahalanda in Malawan-goda, in extent 4 acres and 32 perches.
- (4) Allotment of land called Dipethiangahathugoda-landa in Kolawila, in extent 8 acres 3 roods and 25 perches.
- (5) Allotment of land called Donnaidagodalanda in Kolawila, in extent 14 acres 1 rood and 30 perches.
- (6) Allotment of land called Donnaidagodalanda in Kolawila, in extent 3 acres 2 roods and 16 perches.
- (7) Allotment of land called Pelapolkotinna in Mala-wangoda, in extent 3 roods.
- (8) All that undivided portion of the allotment of land called Wedumbeliyawelanda and Ambeketuwekala in Gamagoda, in extent 28 acres 3 roods and 30 perches.

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

LEO. G. ABEYESINHE,
Auctioneer and Broker.

Kalutara, March 7, 1932.

Auction Sale under Mortgage Decree.

A Valuable Building in Mahaiyawa and a Paddy Field in Palle Mahaiyawa.

In the District Court of Kandy.

C. A. Koelmeyer of Agrapenna Plaintiff.
No. 40,932. Vs.

(1) Charlotte Elsie Allahakoon, (2) Conrad William Wittachchy, (3) Joseph Wittachchy, and (4) Edwin Wijeratne Allahakoon, all of 220, Mahaiyawa, Kandy Defendants.

UNDER instructions received from the plaintiff and under authority from court, I shall sell by public auction on Saturday, April 9, 1932, commencing from 3 P.M. at the respective spots the premises following, to wit:—

1. All that plot of land called Orukotudewella marked "A" of 1 acre in extent with a substantial bungalow bearing assessment No. 220, situate at Mahaiyawa, within the town of Kandy, Central Province.
2. Nugadandawakumbura of 1 acre and 1 rood, situate at Palle Mahaiyawa in Kandy town aforesaid.

For further particulars please apply to B. H. Dunu-wille, Esq., Proctor, Supreme Court, Kandy, or to me—

K. EDMUND PERERA,
Auctioneer and Broker.

6, Pavilion street, Kandy.

Sale under Mortgage Decree.

BY virtue of a commission issued to me in case No. 30,484, D. C., Galle, I shall sell by public auction at the spot on April 9, 1932, commencing at 3 P.M., the following property declared bound executable for the recovery of the amount due on the decree in the said case, viz.:—

1. All that undivided $\frac{3}{4}$ part of all the soil and trees of, and of everything else on the land called Nakandegoda, appearing in plan No. 158,118, situated at Malimbada in Weligama korale, in extent 2 roods and 13 perches.
2. All that undivided $\frac{3}{4}$ part of all the soil and trees and of everything else on the land called Nakandegoda appearing in plan No. 158,122, situated at Malimbada aforesaid, in extent 4 acres 3 roods and 27 perches.
3. All that undivided $\frac{3}{4}$ part of all the soil and trees and of everything else on the land called Nakandegoda, appearing in plan No. 158,116, situated at Malimboda aforesaid, in extent 1 rood and 21 perches.
4. All that undivided $\frac{3}{4}$ part of all the soil and trees of and of everything else on the land called Nakandegoda, appearing in plan No. 158,117, situated at Malimboda aforesaid, in extent 26 perches.

5. All that undivided $\frac{3}{4}$ part of all the soil and trees of and of everything else on the land called Nakandegoda, appearing in plan No. 158,178, situated at Malimboda, aforesaid, in extent 3 acres 1 rood and 28 perches.

6. All that undivided $\frac{3}{4}$ part of all the soil and trees of, and of everything else on the land called Nakandegoda, appearing in plan No. 158,125, situated at Malimboda aforesaid, in extent 3 acres 3 roods and 7 perches.

7. All that undivided $\frac{3}{4}$ part of all the soil and trees of, and of everything else on the land called Nakandegoda appearing in plan No. 158,123, situated at Malimboda aforesaid, in extent 2 acres 1 rood and 17 perches.

8. All that undivided $\frac{3}{4}$ part of all the soil and trees of, and of everything else on the land called Nakandegoda, appearing in plan No. 158,124, situated at Malimboda aforesaid, in extent 2 acres 3 roods and 37 perches.

9. All that undivided $\frac{3}{4}$ part of all the soil and trees of, and of everything else on the land called Nakandegoda, appearing in plan No. 158,169, situated at Malimboda, aforesaid, in extent 13 acres 3 roods and 19 perches.

10. All that undivided $\frac{3}{4}$ part of all the soil and trees of and of everything else on the land called Nakandegoda, appearing in plan No. 158,168, situated at Malimboda aforesaid, in extent 15 acres 1 rood and 31 perches.

11. All the soil and trees of and everything else on the land called Godamagahena, appearing in plan No. 167,874, situated at Malimboda aforesaid, in extent 4 acres 3 roods and 12 perches.

12. All the soil and trees of and everything else on the land called Nakandegodahena *alias* Nakandegodahena, situated at Malimboda, aforesaid, exclusive of the Dola and a lot of land called Deniya, in extent 1 rood towards the eastern side, in extent 7 acres 1 rood and 22 perches.

13. All the soil and trees of, and everything else on the land called Makadeniyepuwakwatta, situated at Malimboda aforesaid, in extent about 2 acres.

14. All the soil and trees of, and everything else on the allotment of land called Nakandegoda, situated at Malimboda aforesaid, in extent 7 acres and 8 perches.

15. All the soil and trees of, and everything else on the allotment of land called Nakandegoda, situated at Malimboda aforesaid, in extent 1 acre and 4 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

Galle, March 14, 1932.

Auction Sale under Mortgage Decree, D. C., 7,265.

UNDER decree entered and by virtue of order issued to us to sell we shall offer for sale by public auction the under-noted property at the spot for the recovery of the sum stated therein, on Friday, April 8, 1932, at 4 P.M.—

An allotment of land called Kayattankernikadu, Tonitattamadukadu, and Mahilankernikadu bearing lot Nos. 76,312, 76,313, and 76,314 situated at Kiran in Koralaipattu, Batticaloa, Eastern Province, bounded on the north by land purchased by J. W. Olagasegaram, east by Crown land called Kayattankernikadu, south by land described in plan No. 138,431 and Crown land called Mahilankernikadu; and west by Crown land called Kayattankernikadu, containing in extent 41 acres 2 roods and 33 perches, with coconut trees, building, and all other rights.

RATNASINGHAM & Co.,
Auctioneers, &c.

Batticaloa, March 16, 1932.

Auction Sale under Mortgage Decree, D. C., 7,243.

UNDER decree entered and by virtue of order issued to us to sell for the recovery of the amount stated therein, we shall offer for sale by public auction at the spot, commencing at 4 P.M. on April 9, 1932, the under-noted properties, to wit:—

At Sittandy in Eraupattu, in the District of Batticaloa, Eastern Province, the following 2 lands forming into one:—

- (a) A portion of land out of the western $\frac{1}{4}$ share out of the $\frac{1}{4}$ portion of the southern side of the southern $\frac{1}{4}$ share of

the land bearing lot No. 10,798, in extent east to west 29 fathoms, north to south 18 fathoms, with house, well, coconut trees, and other produce; bounded on the east by garden belonging to Kadramē Kanapathipillai and Marimuttu, south by garden belonging to Sinnatamby and others, west by land belonging to Kumariah, north by garden of Kannappan and wife, Pathanachy.

(b) The allotment of land to the west of the western $\frac{1}{2}$ share out of the southern $\frac{1}{2}$ share of the southern $\frac{1}{2}$ share of the land lot No. 10,798, in extent east to west 30 fathoms, north to south on the east $17\frac{1}{2}$ fathoms, on the west 19 fathoms, with house, well, coconut trees, and other produce; bounded on the east by the other share of this land described above, south by the land belonging to S. N. Kumariah, west by road, and north by the other share of this land belonging to Poopathipillai, and all the right.

RATNASINGHAM & Co.,
Batticaloa, March 14, 1932. Auctioneers.

Auction Sale.

In the Matter of the Estate of the Last Will and Testament of the late Vetharaniyakkurukkal Visuvanathakkurukkal of Varami in Jaffna, who died at Vetharaniyam, in South India, deceased.

(1) Vetharaniyakkurukkal Muttusamikkurukkal of Karanavai, (2) Sivaprasadam Nallamappanar of Manthuvil, (3) Kamalampikai Ammal, widow of Vetharaniyakkurukkal Visuvanathakkurukkal of Varami, presently of Vetharaniyam Executors.

UNDER and by virtue of commission issued to me, I shall sell the under-mentioned properties by public auction at the respective spots on the hereinafter mentioned dates, viz. :—

1. On Tuesday, March 22, 1932, commencing at 1 p.m.—All that piece of land situated at Elakamakkurichchi called Naluvaravai and Naluvaravaippulam, in extent $6\frac{1}{2}$ lachchams varaku culture. The eastern extent of $2\frac{1}{2}$ lachchams thereof.

2. On Wednesday, March 23, 1932, commencing at 11 a.m.—All that piece of land situated at Vathirikkurichchi called Thevaraivaikkal, in extent $9\frac{1}{2}$ lachchams varaku culture, and 2 thoddams, excluding therefrom the land taken for road with share of well and canal.

3. On Tuesday, March 29, 1932, commencing at 10 a.m.—All that piece of land, situated at Manthuvil called Puthaittital, in extent 80 lachchams paddy culture.

4. On Wednesday, March 30, 1932, commencing at 11 a.m.—One-fourth share of all that piece of land situated at Velanai West, in the Islands division called Vellippiddy and other parcels, in extent 53 lachchams paddy culture.

For further particulars apply to K. Somasundram, Esq., Proctor of the Supreme Court and Notary Public, or to the undermentioned—

"Sodhi Valavu,"
Nallur, Jaffna, March 11, 1932. S. CHELLIAH,
Commissioner.

Auction Sale.

In the Matter of the Estate of Koggalamarakkalage John Singho of Demiyaya, deceased.

BY virtue of the commission issued to me in testamentary case No. 3,407, D. C., Matara, I will sell the under-mentioned properties by public auction on Saturday, April 9, 1932, commencing from 10 a.m. near the Government Dispensary, Beralapanatara :—

Lands at Dampahala : (1) The southern $\frac{1}{2}$ share of the contiguous chena lands and an undivided 1403/2916 shares of the entire land called Wedakunchena, Mawatahena, Meeyahahena, Degaswattehena, Girangahahena, Kekirihena, Waramullahena, Katutiyambarahena, in extent 45 acres; (2) $\frac{1}{2}$ share of Hulankande, in extent 10 acres; (3) the divided and separated lot No. 2 of the land called Hingurahena, Peellahena, Tennahena, Puswellahena, Ambalantennehena, Maramandiyahena, Dummalagahahena

and Upasakewattehena, situated at Kiripitiya, in extent 16 acres and 1 perch. Lands at Matugobe : (4) Danketiyaadeniya, in extent 29 perches, (5) Kuruttiyahahena, in extent 1 acre and 35 perches, (6) Darandugahahena, in extent 18 perches, (7) Kekunehena alias Uswatta 6 perches, (8) Kekunehena alias Uswatta, in extent 1 acre and 17 perches, (9) Kekunehena alias Uswatta, 30 perches, (10) Kekunehena alias Godakande, in extent 1 rood and 11 perches, (11) Darandagewatta, 15 perches, (12) Peelladeniya, 2 roods and 15 perches, (13) Uswatta, 6 perches, (14) $\frac{1}{2}$ part of Wedagewatta, (15) $\frac{1}{2}$ of 24 kurunies of Wedagewattekumbura, (16) $\frac{1}{2}$ of 24 kurunies of Minimullekumbura. Lands at Beralapanatara : (17) $\frac{1}{2}$ of 4 kurunies of Mee-gatharekumbura, (18) $\frac{1}{2}$ of 8 kurunies of Kekunagahaliyaddagodaira, (19) $\frac{2}{3}$ of $\frac{1}{2}$ of 12 kurunies of Ambalan-walakumbura, (20) $\frac{1}{2}$ of 8 kurunies of Godaira, (21) $\frac{1}{2}$ of 24 kurunies of Urubokkagemawatedeniya, (22) 2 kurunies of Kekunedeniya, (23) $\frac{1}{2}$ of Talkoratuwewatta, in extent 2 kurunies, (24) $\frac{1}{2}$ part of Paluwatta, in extent 2 acres 1 rood and 32 perches, (25) $\frac{1}{2}$ part of Dalagawawatta, in extent 3 acres and 18 perches. Lands at Morawake : (26) Rambukana-addara Kandakella, in extent 6 acres 2 roods and 19 perches. Lands at Matugobe Ihalagama : (27) Godakandehena, 2 acres. Lands at Mirissa : (28) The $\frac{1}{2}$ share of the soil and buildings and walls of the land called Parangedarawatta alias Tewarahennedigewatta alias Vidanegedarawatta, in extent 1 rood and 29 perches, (29) the $\frac{1}{2}$ share of Elenagodawatta.

For further particulars apply to A. Gunaratne, Esq., Proctor, Supreme Court, Matara, or to—

P. H. ABBYAWERERA,
Matara, March 11, 1932. Commissioner.

Auction Sale under Mortgage Decree in D. C., Batticaloa, Case No. 7,208.

Rajagader Hardy E. Lasingham of Puliantivu . . . Plaintiff.

Vs.

(1) Velupillai Kandiam of Chenkalady, representative to the estate of the late Kathiamer Velupillai, (2) Neechilar Simachy, widow of Nalliah of Chenkalady Defendants.

UNDER decree entered and by virtue of the commission issued to me in the above case to sell for the recovery of a sum of Rs. 2,490, with legal interest and costs due to the plaintiff, I shall sell by public auction on Saturday, April 9, 1932, at the spots, the following properties, to wit :—

(a) At 3.30 p.m.—A garden formed of Mavadyvalavu and Kalaiadirodduvalavu, situated at Puthur or Chenkalady in Eravur pattu, Batticaloa, Eastern Province; bounded on the east by the property belonging to the grantor of this, south by the property belong to Luisa Nesamma, wife of Valauther Paul Chelliah, west by road, north by lane, in extent east to west 31 fathoms, north to south 30 fathoms. The entire land and its belongings.

(b) At 4 p.m.—Garden called Kalaiadyvalavu, situated at Puthur or Chenkalady aforesaid, together with house, galai, and all rights; bounded on the east by road, south and west by small lane, north by property belonging to the heirs of Coomaravelu, in extent east to west 18 fathoms, north to south 25 fathoms.

(c) At 4.30 p.m.—Garden called Kompankudaicholavalavu alias Rodduvalavu at Chenkalady aforesaid, with all belongings; bounded on the east by road, south by land of Sergeant-Major Sithamparapillai, west by property of Arumugam Udaiyar, north by lane, in extent east to west 15 fathoms, north to south 40 fathoms.

(d) At 5 p.m.—Garden called Kalaiadyvalavu at Puthur or Chenkalady aforesaid, with all belongings; bounded on the east and south by property belonging to the grantor of this, west by land belonging to the grantor and land of Kandapper Coomaravelu, north by lane, in extent east to west 20 fathoms, north to south 42 fathoms.

S. A. SELVANAYAGAM,
Batticaloa, March 15, 1932. Auctioneer and Broker.

MISCELLANEOUS DEPARTMENTAL NOTICES.

CEYLON UNIVERSITY COLLEGE.

Academic Year, 1932-33.

THE following dates have been fixed for the College Terms in 1932-33 :—

First Term.—Tuesday, July 12 to Friday, September 16, 1932.

Second Term.—Tuesday, October 11 to Friday, December 16, 1932.

Third Term.—Tuesday, January 10, to Friday, March 31, 1933.

The Ceylon University College Scholarship Examination 1933, will begin on March 30, 1933.

R. MARRS,

Principal, Ceylon University College.

Colombo, March 15, 1932.

Debarred from Examinations.

IT is hereby notified that Kasinader Kunchithamby, Assistant Teacher, Bt/Chenaikudiruppu Government Tamil School, candidate (Index No. CT 29) for the Vernacular Teachers' Preliminary Examination held in April, 1931, at Colombo Centre, is disqualified from the Examination and further debarred from sitting for any examination conducted by this Department for a period of three years, for allowing himself to be impersonated at the Examination.

Education Office,
Colombo, March 11, 1932.

L. MACRAE,
Director of Education.

English Teachers' Drawing Certificate Examination, 1931.

SUPPLEMENTARY PASS LIST.

Index No.	Name.	Address.
G 2	Rodriguez, M.G.	St. Aloysius' College, Galle

The above-named candidate passed the above Examination prescribed for First Grade Drawing Certificate and is not entitled to that certificate till he becomes an English Certificated teacher.

Education Office,
Colombo, March 14, 1932.

L. MACRAE,
Director of Education.

Change of Site—Mr/Hittatiya Sinhalese Mixed School.

NOTICE is hereby given that an application has been received from Mr. N. K. H. Waidyasekera, Veda Muhandiram, for change of site of Mr/Hittatiya Sinhalese Mixed School, under his management, to a site situated on the left hand side of the P. W. D. road from Matara to Deniyaya on the boundary of the Matara U. D. C. limits. Observations will be received not later than April 16, 1932.

Education Office,
Colombo, March 15, 1932.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. A. M. Walmsley has been appointed Manager of the School mentioned below in place of the Superintendent, Pooprassie Group, Galaha.

School referred to : K/Pooprassie Tamil Estate School.

Education Office,
Colombo, March 10, 1932.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. D. S. McClelland has been appointed Manager of the Schools mentioned below in place of Rev. V. R. Samuel.

Schools referred to : Bt/Singalavadi T. M. S., Bt/Valayiravu T. M. S., Bt/Karavetty T. M. S., Bt/Ichchan-tivu T. M. S., Bt/Navatkadu T. M. S.

Education Office,
Colombo, March 12, 1932.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. K. Medhankara has been appointed Manager of the School mentioned below in place of Rev. K. Sri Indajoti.

School referred to : Mr/Poratota S. M. School.

Education Office,
Colombo, March 9, 1932.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Mr. S. M. Ismail Lebbe has been appointed manager of the School mentioned below in place of Mr. H. D. Garrick.

School referred to : Mt/Ukkuwela T. M. School.

Education Office,
Colombo, March 15, 1932.

L. MACRAE,
Director of Education.

Danger of Rabies.

IN terms of section 10A of Ordinance No. 7 of 1893, as amended by the Rabies Amendment Ordinance, 1929, notice is hereby given that there is danger of rabies within the Chief Headmen's divisions of Udukinda, Yatikinda, Wiyaluwa, Wellassa, Buttala, Wellawaya, and Bintenna.

Any dog found in any public place or road or any place other than a private building compound or garden within the said area and not tied up or led, shall be liable to be destroyed forthwith by any person authorized in writing for the purpose.

This proclamation shall take effect from the date hereof and shall be in force for a period of six months.

The Kachcheri,
Badulla, March 12, 1932.

T. A. HODSON,
Government Agent.

Sale of Timber at Bolana Forest, Hambantota Range.

WRITTEN offers are invited for the purchase of the enumerated timber at Bolana Forest, in Hambantota Range, bounded :—

- On the north-east by the main channel,
- On the south-west by the Karagaha-ara.
- On the south-east by the Ambalantota-Beragama road.

2. The acreage of the area is about 400 acres in extent. It is estimated to contain 2,699 cubic feet of palu, 382 cubic feet of Helamba, and 156 cubic feet of Halmilla. The timber should be removed before August 31, 1932, as this area in question has been allotted under the Peasants Proprietors Land System.

3. All offers are to be made in duplicate upon forms supplied by the Divisional Forest Officer, Southern Division East, Matara, on depositing Rs. 10 at the local Kachcheri or General Treasury. The tender should be, under sealed and registered cover, addressed to the Divisional Forest Officer, Southern Division East, Matara, and posted or deposited in the tender box at the Divisional Forest Office, Matara, not later than midday on April 2, 1932, the envelope being marked on the left hand top corner " Offer for Purchase of Timber " and signed by the tenderer. Alterations must be initialled, otherwise the offer may be treated as informal and rejected. The estimated *in situ* value of the material in the area is Rs. 450 and the Conservator of Forests reserves to himself the right, without question of rejecting any or all tenders and the right of accepting any portion of a tender.

4. The purchasers should satisfy themselves by inspection before offering as to the area and the contents of the block. The boundaries will be pointed out by the Range Forest Officer, Hambantota.

5. A lump sum offer should be made both in words and figures for the timber and fuel in the block.

6. Any tenderer whose offer is accepted shall, within 10 days of notification of acceptance of his offer, pay the full purchase amount. In the event of failure to pay the full purchase amount, the amount of Rs. 10 previously paid shall be forfeited, and the timber reverted to the Crown.

7. The purchaser's obligations and rights shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing.

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

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

10. Any purchaser violating the conditions of purchase shall be liable to a fine not exceeding 25 per cent. of purchase amount and to be included in the list of persons to whom no permits will be issued. No timber is to be removed without a Timber Cart Note issued by the Range Forest Officer, Hambantota.

11. Should any tender or offer be accepted, and should the successful tenderer after due notification decline or fail to pay any sum or sums stipulated for and to obtain the necessary permit within the time allowed, or in reasonable time, he will be held pecuniarily liable for any resultant

loss to Government. Tenders and offers are made and received on this distinct understanding. The Conservator of Forests reserves the discretionary powers to waive the terms of this clause in any degree as he may consider the circumstances justify.

12. The successful tenderer will be required to execute a purchase agreement and before the execution of the agreement, the purchaser will be required to deposit a sum of Rs. 50 as security for efficient and punctual fulfilment of the agreement. Work shall commence within two weeks of signing the agreement and shall be completed before August 31, 1932.

13. The distance of transport to cart road is about 2 miles from the forest and from there 40 miles to Matara Railway Station.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Colombo, March 16, 1932.

Sale Coupes—Western Division.

WRITTEN offers are invited for the purchase of all timber and firewood, standing or fallen, within the boundaries of the demarcated coupes described in the annexed schedule.

2. Offers should be made by letter under sealed and registered cover, addressed to the Divisional Forest Officer, W. D., Colombo, and posted to reach the office of the Divisional Forest Officer, Colombo, not later than midday on Thursday, April 7, 1932; the envelope being marked on the left hand top corner "Offer for the Purchase of Timber and Firewood, Western Division" and signed by the tenderer. Alterations must be initialled, otherwise the offers may be treated as informal and rejected.

3. A deposit of Rs. 20 for each of the coupes is required and should be forwarded with the offer by a money order in favour of the Divisional Forest Officer, Colombo.

4. The tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedule, as the figures given therein are estimated only and their correctness is in no way guaranteed. The boundaries of each coupe will be pointed out by the Forest Ranger, Waga.

5. The successful tenderer will be required to execute a purchase agreement in respect of each coupe. A copy of this agreement can be seen at the Office of the Divisional Forest Officer, Colombo.

6. Before execution of the agreement, the purchaser will be required (a) to pay the full purchase amount or, if payment by instalments, 50 per cent. thereof, (b) to deposit as security for the efficient and punctual fulfilment of the agreement 5 per cent. of the full purchase amount offered by him or Rs. 100 whichever is greater. If payment is made by instalments the balance of 50 per cent. shall be paid by the purchaser in one instalment in accordance with clauses 3 and 4 of the special conditions set out below in this notice.

7. After payment of the purchase price, deposit of the security, and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 5 and 6 of this notice, within 14 days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited for each coupe will be forfeited to the Crown. The successful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

8. Tenderers should make offers, written both in words and figures, for the timber and firewood contained in each of the coupes.

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

10. The special rules for felling, conversion, and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing of these special conditions shall render the purchaser in any way exempt from liability under the

Forest Ordinance of 1907, should he be responsible for the commission of Forest Offence outside the boundaries of his purchased coupe or coupes.

11. Should any offer be accepted and should the successful tenderer after due notification decline or fail to pay any sum or sums stipulated for and to enter into the necessary contract within the time allowed, or in reasonable time, he will be held pecuniarily liable for any resultant loss to Government. Offers are made and received on this distinct understanding. The Conservator of Forests reserves the discretionary power to waive the terms of this clause in any decree as he may consider the circumstances justify.

12. The estimated *in situ* value if the timber and firewood described in the services given below is as follows:— Service A Rs. 600, Service B Rs. 750, Service C Rs. 350, Service D Rs. 500, and any offers below these figures are liable to rejection. This will, however, not prejudice the Conservator of Forests right to reject any offers even though they may be above *in situ* value.

13. For any further information, application should be made to the Divisional Forest Officer, Colombo.

Special Conditions.

On payment of the full purchase amount the purchaser will be entitled to fell and remove on or before October 15, 1932, in the manner specified below, all the firewood and timber contained in the purchased coupe or coupes. Any firewood or timber not removed by the expiry date shall *ipso facto* revert to the Crown. Under no circumstances will extension be granted.

(2) The purchaser shall agree to commence felling along the full length of the southern boundary of each coupe and to progress this felling line in the direction of the northern boundary, always keeping it parallel to the southern boundary along with felling commences.

(3) If the purchaser desires to pay by instalments payment of a first instalment of 50 per cent. of the full purchase price of the coupe shall entitle him to fell and remove all the trees in an area not exceeding one-half of the total area of such coupe. Payments of the balance 50 per cent. of the full purchase price by means of a second instalment shall entitle the purchaser to fell and remove all the trees in the other half of the total area.

(4) If paying by instalments, the purchaser shall pay the second instalment within three months of the date of execution of the agreement.

Should the purchaser fail to pay either instalment when due it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default, and to declare same null and void. Any unremoved or unfelled timber or firewood lying or standing in the coupe shall unconditionally revert to the Crown as from the date of such cancellation, and the purchaser shall have no further claim thereto.

5. Should the purchaser fell or remove trees or firewood from any area of the coupe he has not paid for, or from any area of forest outside the demarcated boundaries of his coupe nothing in the agreement shall exempt him from liability to punishment for illicit felling and removal under the provision of the Forest Ordinance, No. 16 of 1907, and the rules framed thereunder.

(6) The Range Forest Officer, Waga, or the Beat Forest Officer concerned shall measure up the timber which is ready for removal and shall issue the necessary removal permits or timber cart notes on the spot immediately after and in accordance with the said measurement. That no fuel or timber is to be removed without a removal permit or a timber cart note.

(7) The purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine not exceeding Rs. 100, to be imposed by the Divisional Forest Officer in writing at his discretion, and to be recovered from the purchaser's security money.

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

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

(10) All trees whether utilizable or otherwise and unless marked for retention as standards which are over 24 inches in girth shall be felled within 12 inches of the ground.

SCHEDULE.

Service "A" Kananpella—10 Acres.

The area to be exploited is a portion of Kananpella reserved forest in Hewagam korale, Colombo District. The distance of the area from which the trees are to be extracted are as follows: (a) about 4 miles from Kosgama Railway Station (2 miles by estate cart road and 2 miles Pugoda-Kosgama main road); (b) about 3 miles to nearest floating point on the Kelani-ganga. The area contains approximately the following timber and firewood:—

	Class I.		Class II.		Class III.	
	No.	C. Ft.	No.	C. Ft.	No.	C. Ft.
Godapora	14	286	41	460	54	199
Hedawaka	18	479	32	434	27	200
Milla	13	337	27	306	24	137
Alubo	12	238	25	284	17	102
Kekuna	18	577	19	255	4	29
Etamba	9	312	15	261	14	146
Hora	4	156	13	258	3	26
Badulla	2	42	10	142	6	61
Hanpalanda	2	36	5	62	5	35
Malaboda	1	41	2	29	3	28
Del	4	99	—	—	1	8
Kurundu	1	29	2	32	1	11
Mora	—	—	4	36	—	—
Waljambu	2	88	—	—	1	16
Dawata	1	26	1	15	1	9
Molpedda	1	34	1	12	1	7
Etaheraliya	1	41	1	22	—	—
Welipenna	—	—	1	12	1	8
Dunumadala	1	32	—	—	1	6
Batadomba	1	19	—	—	—	—
Andunwenna	1	46	—	—	—	—
Kela	—	—	1	15	—	—
Dun	1	50	—	—	—	—
Uguduhul	—	—	1	14	—	—
Urukunu	1	21	—	—	—	—
Kahata	1	19	—	—	—	—
Welanga	1	41	1	11	—	—

Firewood—500 cubic yards.

SCHEDULE.

Service "B" Indikada Mukalana—10 Acres.

The area to be exploited is a portion of Indikada Proposed Reserve, situated at Welipenna, Hewagam korale, Colombo District. The distance of the area from which the trees are to be extracted is as follows:—(a) about 3 miles from Waga Railway Station (1 mile by estate cart road and 2 miles along the Labugama-Kaluaggala main road).

	Class I.		Class II.		Class III.	
	No.	C. Ft.	No.	C. Ft.	No.	C. Ft.
Milla	6	113	21	205	33	159
Dun	11	647	8	132	4	38
Etamba	7	400	13	243	2	16
Hedawaka	1	26	8	120	9	57
Hora	3	104	10	194	4	36
Godapora	2	32	6	58	3	16
Molpedda	5	209	6	78	—	—
Del	4	164	5	83	—	—
Patkela	2	32	1	9	4	25
Pelen	6	396	—	—	1	7
Dawata	3	72	3	37	—	—
Kekuna	6	538	—	—	—	—
Aridda	3	146	1	9	—	—
Waljambu	1	50	1	10	1	7
Kcena	—	—	2	37	—	—
Kirihembiliya	2	59	—	—	—	—
Welipenna	—	—	2	27	—	—
Katukurundu	1	19	1	15	—	—
Andunwenna	2	80	—	—	—	—
Welidawata	2	73	—	—	—	—
Kumbalmara	—	—	2	21	—	—
Na	—	—	1	26	—	—
Pehimbiya	—	—	—	—	1	5
Hanpalanda	—	—	1	20	—	—
Alubo	—	—	1	15	—	—
Dunumadala	1	32	—	—	—	—
Malaboda	1	88	—	—	—	—
Dodampana	—	—	1	15	—	—

Firewood—500 cubic yards.

SCHEDULE.

Service "C" Miriyagala—10 Acres.

The area to be exploited is a portion of Miriyagala forest, situated at Miriyagala, Hewagam korale, Colombo District. The distance of the area from which the trees are to be extracted is as follows:—(a) about 4 miles from Padukka Railway Station (2 miles by estate cart road and 2 miles along the Ingiriya-Padukka main road).

	Class I.		Class II.		Class III.	
	No.	C. Ft.	No.	C. Ft.	No.	C. Ft.
Hedawaka	3	86	40	637	12	112
Milla	2	36	25	238	22	138
Godapora	—	—	16	155	28	202
Del	10	315	13	236	1	8
Hampalanda	1	53	1	11	2	15
Kahata	3	52	1	7	—	—
Dambu	2	125	1	11	—	—
Dawata	2	76	1	25	—	—
Pathkela	1	23	1	12	—	—
Kon	1	70	—	—	—	—
Hik	1	16	—	—	—	—
Batadomba	—	—	1	12	—	—
Aridda	—	—	1	34	—	—
Kudukurundu	—	—	1	19	—	—
Pelen	1	25	—	—	—	—
Genna	1	16	—	—	—	—
Kosgonna	1	46	—	—	—	—
Welanga	—	—	1	19	—	—
Netaw	—	—	1	34	—	—

Firewood—275 cubic yards.

SCHEDULE.

Service "D" Kananpella—10 Acres.

The area to be exploited is a portion of Kananpella reserved forest in Hewagam korale, Colombo District. The distance of the area from which the trees are to be extracted are as follows:—(a) about 4 miles from Kosgama Railway Station (2 miles by estate cart road and 2 miles Pugoda-Kosgama main road); (b) about 3 miles to nearest floating point on the Kelani-ganga. The area contains approximately the following timber and firewood:—

	Class I.		Class II.		Class III.	
	No.	C. ft.	No.	C. ft.	No.	C. ft.
Hora	21	1,224	20	514	6	80
Milla	4	149	9	93	22	114
Hedawaka	8	218	22	319	3	27
Godapora	3	65	7	85	4	28
Etamba	2	82	6	120	1	11
Alubo	6	140	3	30	—	—
Del	6	203	—	—	—	—
Hanpalanda	4	140	2	28	—	—
Dun	2	79	1	26	—	—
Kekuna	1	25	2	27	—	—
Pathkela	1	39	1	17	—	—
Batadomba	1	41	1	12	—	—
Welipenna	1	16	1	18	—	—
Etaheraliya	1	25	1	12	—	—
Tittaeta	1	32	1	26	—	—
Pelen	1	54	—	—	—	—
Waljambu	1	16	—	—	—	—

Firewood—300 cubic yards.

Class I.—Over 4 feet in girth.

Class II.—Between 3 and 4 feet in girth.

Class III.—Under 3 feet in girth.

J. D. SARGENT,
Conservator of Forests.
Office of the Conservator of Forests,
Colombo, March 15, 1932.

Interruption to Traffic on Main Roads.

PROVINCE OF SABARAGAMUWA.

Kegalla District.

OWING to repairs on bridge No. 4/6 on the 4th mile of the Warakapola-Ruwanwella road, no traffic will be allowed to pass this bridge from 6 A.M. to 6 P.M. on Wednesday, March 30, 1932.

Public Works Office, H. L. GROOOCK,
Colombo, March 16, 1932. for Director of Public Works.

MUNICIPAL COUNCIL NOTICES.**MUNICIPALITY OF COLOMBO.****Sale of Movable Property.****TREASURER'S DEPARTMENT.**

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of drainage instalments due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the instalments and costs be duly paid.

The movable property is on view at the Municipal Stores, Darley road, between the hours of 9 A.M. and 4 P.M.

March 15, 1932.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Premises No. and Street : 7, Lock Gate lane ; Quarter and Year : 3rd and 4th quarters, 1931 ; Property seized : 1 easy chair, 4 arm chairs, 4 teapots, 1 settee, 1 brass spittoon, 1 brass lamp ; Place of Sale : Municipal Stores, Darley road ; Time of Sale : 9 A.M. on March 29, 1932.

Sale of Immovable Property.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, March 16, 1932.

G. H. N. SAUNDERS,
for Chairman.

SCHEDULE.

Premises No. and Street : 142, Havelock road, Bambalapitiya ; Quarter and Year : 3rd quarter, 1931 ; Date and Time of Sale : at 8 A.M. on Saturday, April 9, 1932.

Auction Sale of Articles.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The movable property is on view at the Municipal Stores, Darley road, between the hours of 9 A.M. and 4 P.M.

March 16, 1932.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Premises No. and Street : 223, Layard's Broadway ; Quarter and Year : 3rd quarter, 1931 ; Property seized : 1 weighing machine, 3 rolls of hoop iron ; Place and Time of Sale : Municipal Council Stores, Darley road, at 8 A.M. on Monday, April 4, 1932.

Premises No. and Street : 11. (5-12), Temple lane, Colpetty ; Quarter and Year : 3rd quarter, 1931 ; Property seized : 1 Singer sewing machine ; Place and Time of Sale : Municipal Council Stores, Darley road, at 8 A.M. on Monday, April 4, 1932.

Supplemental Budget for the Year, 1931.

NOTICE is hereby given in terms of section 97 of Municipal Council's Ordinance, No. 6 of 1910, as amended by Ordinance No. 21 of 1929, that the Supplemental Budget of the Colombo Municipal Council for the year, 1931, is open to public inspection at the Office of the Municipal Treasurer for seven days commencing from March 29, 1932.

The Municipal Office,
Colombo, March 10, 1932.

G. H. N. SAUNDERS,
Municipal Treasurer.

MUNICIPALITY OF KANDY.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on January 16, 1932, at 8.30 a.m., in accordance with the notice dated January 12, 1932.

Present :—Mr. H. P. Kaufmann, Chairman ; Ratwatte Adigar ; Mr. Geo. E. de Silva ; Mr. Haji M. S. Usoof Ismail ; Mr. S. A. Wijayatilake ; Mr. W. A. B. Soysa ; Dr. W. E. de Silva ; Mr. H. P. G. Young ; Mr. Walter Beven.

1. The Minutes of proceedings of the Monthly General Meeting and of the Special Meeting to consider the Budget for 1932 held on December 19, 1931, and of the General Meeting held on January 9, 1932, having been previously submitted to the Chairman for his approval and copies thereof furnished to each member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Progress report of works brought up to November 30, 1931.
- (b) Health Officer's report for December, 1931.
- (c) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of December, 1931.
- (d) The reservoir readings for the week-ended January 16, 1932.

Resolved that the Minutes of Proceedings of these Meetings, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Commissioner of Local Government for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, stand-pipes, and house-service taps inspected during December, 1931.

3A. Mr. W. Beven drew the attention of the Chairman to the lack of system, check, and supervision, in connection with the work done by the Works Department of the Council, mentioning in particular the spasmodic work done in the matter of removing silt from the lake and weeding the walks round the lake.

Mr. De Silva suggested that the Chairman should look into the matter and submit a detailed report of the work proposed to be carried out, at the next meeting of the Council.

Mr. W. A. B. Soysa complained that very little work was done in removing silt from the small lake opposite the new Buddhist Girls' College.

Mr. H. P. G. Young suggested that it would be more to the point to refer the matter to the Works Committee, and to obtain a report from the Municipal Engineer who would no doubt be able to reply to many of the questions.

The Chairman said that the charges were very general. If specific complaints were made to him in which respects the work done by the Works Department was faulty, he would be very glad to place matters before the Works Committee and go into them thoroughly with the Municipal Engineer.

4. Petitions:—Ratwatte Adigar presented a letter from the Honorary Secretary of the Kandy Ratepayers' Association, forwarding a petition signed by a number of ratepayers protesting against the Council's decision to fix ball valves to cisterns in private premises which had water services, and to charge Rs. 10 from each house-owner in respect thereof.

Mr. Haji M. S. Usoof Ismail presented a similar petition from Mr. D. A. Wickremasinghe Bandaranayake.

The Chairman agreed to refer the petitions to the Works Committee for consideration, and stated that it was not intended to charge more than cost price for the ball valves nor to make a profit by their sale.

5. Correspondence:—(1) Letter No. B453 of December 16, 1931, from the Minister of Local Administration stating that his Executive Committee have found the preparation of a bill to amend the Municipal Councils Ordinance in respect of the constitution of a Council to be a complicated undertaking, and as it is unreasonable to contemplate the preparation of a number of Ordinances to deal with the special requests of separate towns, suggesting that the most expeditious course would seem to be to await the publication of the Ordinance amending the constitution of the Colombo Municipal Council, and then consider whether it cannot, by a short and simple enactment be made to apply to Kandy and other towns.—Read.

6. Mr. De Silva was to move:—"That a Special Committee of this Council be appointed to draft the Reformed Municipal Constitution for the Kandy Municipal Council and to take necessary action in connection with same."

Mr. De Silva withdrew his motion.

7. Recommendations of Standing Committees:—

Extract from the Minutes of the Meeting of the Standing Committee on Law and General Subjects held on December 19, 1931.

(1) Papers *re* the Council's right to dispose of the timber of a tree felled in the Muslim Section of the Mahaiyawa General Cemetery, which is disputed by the Trustee of this section of the Cemetery.—Recommended to allow the Trustee the property of the timber, and to refund to the purchaser the amount of Rs. 2 paid by him for the timber.

Extracts from the Minutes of the Meeting of the Standing Committee on Markets and Sanitation held on December 19, 1931.

(2) To sanction the payment of an extra remuneration of 20 cents per diem to the Lake Spill Stores Watcher for cleaning the Lake Spill bathing places, and keeping them in proper sanitary condition.—Recommended.

(3) To consider whether the Chairman should be given authority, similar to that given to him by the Municipal Council resolution 9 of July 4, 1931, to rent out Market Stalls and Spaces which fall vacant without levy of privilege rents and without competition during the period of the trade depression in 1932.—Recommended that the Chairman be given similar authority for 1932 in respect of Market Spaces and Stalls.

(4) Letter from Mr. M. A. M. Mohamed Ali Saibu asking that his rights and interests in Wholesale Granary, No. 1A1 be transferred to his son, Mr. M. A. M. Mohammed Abdul Cader.—Recommended.

(5) Letter dated December 4, 1931, from Mr. K. Mohammado Hussain asking that the licence issued to him for Spaces Nos. 48 and 49, Public Market, be transferred in favour of his son, Mr. Bawa Hussain.—Recommended.

(6) Letter dated November 2, 1931, from Mr. V. N. Valaiden asking that the licence for Stall No. 33, Public Market, held by him be transferred in favour of Mr. V. Vythialingam.—Recommended.

(7) Letter dated December 7, 1931, from Mr. K. M. Ahamado, the licensee of Spaces Nos. 30 and 31, Public Market, asking that these Spaces be transferred to Mr. M. V. K. Vellasamy Servai.—Recommended.

(8) Letter dated October 29, 1931, from Mr. K. K. Seyado Mohammado, the licensee of Stall No. 82, Public Market, asking that the Stall be transferred in favour of Mr. S. S. Hameed.—Recommended.

(9) Letters dated October 27 and November 23, 1931, from S. M. Zaithoon Umma asking the Council to partition Stalls Nos. 37 and 38 into two separate Stalls and to allow her to use No. 38 as a sundry goods boutique on a rent of Rs. 15.75 per mensem.—Recommended.

(10) Letter dated October 23, 1931, from Mr. H. D. Nicholas Appuhamy asking that Spaces Nos. 34 and 36, Public Market, held by him be transferred in favour of Mr. W. D. Girigoris de Silva.—Recommended.

(11) To authorize the reduction of the rent of Stall No. 25, Public Market, held by Mr. M. Assen Mohammado from Rs. 24.75 to Rs. 22.—Recommended reduction of rent to Rs. 22.

(12) Letter dated November 19, 1931, from Mr. Una Assen asking for permission to open a Beef Stall at premises No. 96, Trincomalee street.—Not recommended.

(13) Letter dated November 30, 1931, from Mr. K. Segu Mohammado, the licensee of Beef Stalls Nos. 58A, 88, and 89, Public Market, asking for permission to take his son, Mr. S. Meera Mohideen into partnership in the business carried on at these stalls.—Recommended.

Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Assessment held on December 19, 1931.

(14) Papers *re* the failure of the Diyawadana Nilame to pay the balance sum of Rs. 30.16 due in respect of the excess water consumed at the Maligawe fountain up to 2nd quarter, 1931.—Recommended that the amount be waived.

(15) To obtain sanction for the payment of a sum of Rs. 136.87 to the owners of the lots 1 and 2 in P. P. 9,117 acquired for sinking a well for public use and erecting a bathing place at Mapanawatura.—Recommended.

(16) To obtain authority for vesting in the Council the four properties mentioned in the Accountant's memo of December 9, 1931, seized for default of rates, and for surveying the other properties mentioned in Chief Revenue Inspector's report of November 3, 1931.—Recommended that vesting notices be put up on the lands, copies of the notices being served on the owners through the Headmen at the same time, and that the lands be vested a month after such notification.

(17) To approve the conditions outlined in Circular 1,010 of December 3, 1931, for the employment of the Arachchi of Mavilmada as the Cemetery Keeper of the new cemetery at Mavilmada, and to authorize the payment of a monthly allowance of Rs. 5 to him.—Recommended that the conditions and the payment of the allowance be approved.

(18) Supplemental Budget No. 1 of 1931.—Recommended.

(19) To obtain authority to write off Rs. 262 being irrecoverable trade refuse fees, with report from Accountant.—Recommended.

The recommendations were adopted.

8. Mr. Geo. E. de Silva obtained the leave of the Council to take up the consideration of the following item, which stood on the agenda for the Markets and Sanitation Committee, for consideration jointly with the Works Committee:—

“ To consider what steps are necessary for bringing into use the recently acquired land at Gohagoda for trenching early, and to consider the allotment of a suitable site for the proposed Infectious Diseases Hospital.”

The Chairman laid the following proposals before the Council, arising from his inspection of the site with the members:—

(1) The work for which funds are provided in the estimate to be expedited.—

- (a) particularly clearance of trees, in the first place, from about ten acres ;
- (b) the large bungalow to be leased early, if possible, to a Municipal Officer, also the small bungalow ;
- (c) the approach road to be metalled early ;
- (d) a definite lay-out and circular road to be decided on as soon as the trees are cleared ;
- (e) the probability of the cost of removing roots of trees exceeding the estimate was admitted and also the likelihood of supplementary provision being necessary.

In regard to (a), the trees not to be cut were to be marked by the Municipal Engineer, in consultation with the Medical Officer of Health.

In regard to the Nittawela Trenching Ground, which was also inspected on the same occasion, the Chairman indicated that it had been agreed to cut all trees on the ground to allow more sun, and to refer for report to the Medical Officer of Health, the feasibility of allowing three months' kurakkan crops on the land, on condition that such crops were to be destroyed without compensation, if the trenching work necessitated it.

The Chairman also submitted the draft of a notice prepared by the Municipal Engineer for the purpose of calling for tenders for the clearance of the ten acres mentioned at (a), and mentioned the fact that although offers had been invited from Municipal Officers for the occupation of the bungalow, in pursuance of the Council's wishes, no application had so far been received.

On the matter of a site for the Infectious Diseases Hospital, the Chairman said that he had gone through the file of papers, and he found that no finality had been reached by the Government in the matter of the general scheme. The proposals and the tender notice were approved by the Council, subject to the following amendments.

- (a) The work of making the approach road fit for traffic to be commenced immediately.
- (b) Deletion of the 2nd alternative clause in the tender notice.
- (c) The area to be cleared to be first defined by the Municipal Engineer in consultation with the Medical Officer of Health.
- (d) The contractor to be required to clear the land and to remove the timber of the trees felled within four months of the signing of contract.

The Chairman agreed to look into the matter of calling for fresh tenders for the lease of the two houses and the produce on the land.

The Chairman was authorized to communicate with Government regarding the impending trenching operations at Gohagoda.

9. Mr. Geo. E. de Silva intimated his willingness to resign his membership on the Works Committee, to permit of Mr. W. A. B. Soysa's election thereto.

The Chairman undertook to bring up this matter at the next meeting of the Council.

Confirmed this 20th day of February, 1932 :

H. P. KAUFMANN,
Chairman, Municipal Council, Kandy.

Aggregate Statement, 1931.

REVENUE.			<i>Capital Services provided from Revenue.</i>		
	Estimate.	Actual.		Estimate.	Actual.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
A.—General revenue account	601,179 80	616,668 1	A.—General revenue account	17,650 0	65,820 7
B.—Electricity Department—			B.—Electricity Department	22,195 0	15,034 81
Revenue account ..	274,600 0	230,092 6			
Nett revenue account	2,000 0	3,603 39		39,845 0	80,854 88
Total revenue ..	877,779 80	850,363 46			
EXPENDITURE.			<i>Capital Services provided from Loan Funds and Grants.</i>		
	Estimate.	Actual.		Estimate.	Actual.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Routine Services.</i>			A.—General revenue account	248,865 0	51,077 8
A.—General revenue account	619,973 7	550,767 71	B.—Electricity Department	—	7,167 16
B.—Electricity Department—				248,865 0	58,244 24
Revenue account ..	148,633 47	122,929 42			
Nett revenue account	74,547 17	74,997 56		1,131,863 71	887,793 81
	843,153 71	748,694 69			
			Total Expenditure ..		

E. B. PEIRIS,
Accountant, Municipal Council, Kandy.

A.—GENERAL REVENUE ACCOUNT.

Revenue Account for the Twelve Months, January 1 to December 31, 1931.

Dr.			Cr.		
EXPENDITURE.	Estimated	Incurred	REVENUE.	Estimated	Accrued
	for 1931.	from Jan. to Dec., 1931.		for 1931.	from Jan. to Dec., 1931.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
1 Administrative, personal emoluments ..	131,633 85	130,536 15	1 Consolidated rates ..	269,000 0	279,823 93
1A Administrative, other charges ..	31,662 0	26,440 80	2 Taxes ..	37,210 0	32,731 15
2 Rice allowance to coolies ..	—	—	3 Tolls ..	4,333 0	3,843 81
3 Collectors ..	10,500 0	9,368 23	4 Licence fees and stamp duties—		
4 Infectious diseases, prevention ..	12,328 80	7,810 33	(a) Licence fees ..	4,600 0	4,962 58
5 Scavenging streets and removal of house and trade refuse ..	59,220 53	41,117 84	(b) Stamp duties ..	17,750 0	16,729 25
6 Conservancy of latrines ..	61,183 72	47,604 77	5 Slaughter-house fees ..	13,125 0	10,576 75
7 Minor sanitary services ..	10,548 0	8,797 12	6 Conservancy fees ..	42,600 0	49,167 56
8 Roads, buildings, parks, &c., maintenance ..	51,774 0	52,094 26	7 Rents ..	100,850 0	103,459 78
9 Public lighting ..	67,500 0	58,141 5	8 Judicial fines ..	12,500 0	9,706 36
10 Water services ..	20,642 0	21,644 19	9 Water service ..	8,400 0	7,399 48
11 Town improvements ..	18,705 33	2,358 46	10 Government grants ..	72,911 80	72,856 80
12 Markets ..	9,081 20	8,544 61	11 Education account ..	—	—
13 Slaughter-house ..	4,472 80	3,634 11	12 Miscellaneous receipts ..	17,900 0	25,410 56
14 Cemetery ..	4,434 40	4,358 8			
15 Municipal Court ..	3,390 30	3,617 19			
15A Fire Brigade ..	6,402 70	5,221 90			
16 Police ..	30,000 0	30,000 0			
17 Education ..	200 0	200 0			
18 Free Library ..	3,616 0	3,360 64			
19 Poor relief and public recreation ..	20,656 0	19,663 65			
20 Pensions ..	11,872 65	12,035 23			
21 Loan repayments and interest ..	40,648 79	40,045 83			
22 Miscellaneous services ..	9,500 0	14,173 27			
	619,973 7	550,767 71			
23 Capital expenditure (provided from revenue) ..	17,650 0	65,820 7			
	637,623 7	616,587 78			
Balance being Revenue in excess of Expenditure ..	—	80 23			
		616,668 1		601,179 80	616,668 1

Kandy, February 19, 1932.

E. B. PEIRIS, Accountant.

Balance Sheet, December 31, 1931.

LIABILITIES.	Amount.		Total.	
	Rs.	c.	Rs.	c.
Loans outstanding :—				
Local Loans Commissioners on December 31, 1930	—	325,893 32		
Refund of unexpended balance for paving Meda-ela ..	10,200 34			
Refund of unexpended balance on loan for Water Scheme ..	73,360 50			
		83,560 84		
		242,332 48		
Add loans received in 1931 ..		40,000 0		
		282,332 48		
Less repayment in 1931 ..		27,293 56		
			255,038 92	
Loans redeemed account on December 31, 1930		617,855 47		
Redeemed in 1931 ..		27,293 56		
			645,149 3	
Revenue contributions to capital outlay on December 31, 1930		860,533 59		
Contributed in 1931 ..		65,820 7		
			926,353 66	
Government contributions for capital services on Dec. 31, 1930		168,553 34		
Refund of unexpended balance for paving Meda-ela ..		9,575 34		
			158,978 0	
Private donations for capital services on December 31, 1930			3,900 0	
			1,989,419 61	

	Amount. Rs. c.	Total. Rs. c.
Capital account, balance in hand	—	12,186 53
Sundry creditors :—		
Police bill account	15,000 0	
Tradesmen	4,284 38	
Outstanding wages	7,692 44	
Grain shed rent securities	1,616 50	
Market stall rent securities	2,359 50	
Model tenement securities	1,296 0	
Market space rent securities	1,706 75	
Sundry securities	5,742 47	
Free library upkeep account	276 54	
Free library members' deposit account	505 0	
Temporary boutique rent securities	1,437 75	
Miscellaneous deposits	2,826 95	
Upkeep of graves in perpetuity	2,100 0	
Municipal court fines awards	173 0	
Collectors' security account	3,830 0	
Lettering vehicles	9 50	
Times book club account	23 60	
Board of improvement deposit account	2,413 75	
		53,294 13
Back lane scheme, contributions	—	43,310 42
Revenue account, balance from 1930	389,925 99	
Add revenue in excess of expenditure from January 1 to December 31, 1931 as per revenue account	80 23	
		390,006 22
		498,797 30

ASSETS.	Expended to December 31, 1930. Rs. c.	Expended during 1931. Rs. c.	Total Capital Outlay. Rs. c.	Unexpended Balance in Hand. Rs. c.	Total Assets. Rs. c.
Capital outlay :—					
Town Hall and Municipal offices	47,989 82	653 79	48,643 61	—	
Motor lorries	12,050 45	—	12,050 45	—	
Markets	85,913 36	5,519 16	91,432 52	—	
Rice granaries and depôts	63,484 60	173 90	63,658 50	—	
School buildings	10,156 51	—	10,156 51	—	
Model dwellings, loan funds	252,812 3	51,077 8	303,889 11	11,110 89	
Do. revenue contributions	532 63	—	532 63	—	
Ayurvedic dispensary	2,824 36	—	2,824 36	75 64	
Do. lighting	357 56	—	357 56	—	
Other Municipal buildings	100,915 67	34,374 90	135,290 57	—	
Free Public library buildings	—	—	—	1,000 0	
Roads, pavements, &c.	165,838 7	9,066 16	174,904 23	—	
Drainage	198,636 79	1,059 76	199,696 55	—	
Public latrines	34,148 36	686 74	34,835 10	—	
Motor, carriage, and rickshaw stands	3,653 59	25 0	3,678 59	—	
Concrete block machine	—	3,626 13	3,626 13	—	
Recreation grounds	30,952 5	609 20	31,561 25	—	
Waterworks	475,800 15	1,949 53	477,749 68	—	
Investigations into water schemes	16,189 73	—	16,189 73	—	
Waterworks, new schemes	133,353 29	—	133,353 29	—	
Steam road roller	15,781 86	—	15,781 86	—	
Conservancy hand carts	226 0	2,634 44	2,860 44	—	
Incinerator	2,257 96	—	2,257 96	—	
Fire extinguishing apparatus	37,495 30	2,230 93	39,726 23	—	
Burial grounds and cemeteries, improvements from 1925	6,547 22	1,062 81	7,610 3	—	
Road scarifier	1,748 17	—	1,748 17	—	
Public notice boards	3,479 64	312 15	3,791 79	—	
Dredger	8,740 80	165 2	8,905 82	—	
Dhobies' tanks	14,308 36	—	14,308 36	—	
Paving Meda-ela	119,799 32	—	119,799 32	—	
Fumigators	5,398 54	—	5,398 54	—	
Chloronome	5,395 67	—	5,395 67	—	
Double canoe for Halloluwa	450 0	—	450 0	—	
Sanitary improvements to rural areas	3,098 7	1,670 45	4,768 52	—	
	1,860,335 93	116,897 15	1,977,233 8	12,186 53	1,989,419 61
Stock and stores :—	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Stores	—	—	—	18,677 20	
Sundry debtors :—					18,677 20
Rates, taxes, &c.	—	—	—	88,950 8	
Cheques returned by Bank	—	—	—	30 0	
Advance of pay, &c.	—	—	—	473 41	
Sale of stores	—	—	—	3 52	
Suspense account	—	—	—	2,098 70	
Town improvement advance account	—	—	—	114 17	
Cash :—					91,669 88
In Mercantile Bank, fixed deposit	—	—	—	304,600 0	
In Mercantile Bank, current account	—	—	—	76,524 9	
Petty Cash in hand of Secretary, Maternity and Child Welfare Committee	—	—	—	266 13	
In Kandy Co-operative Central Bank, Ltd.	—	—	—	7,060 0	
					388,450 22
					498,797 30

Municipal Office,
Kandy, February 19, 1932.

E. B. PEIRIS, Accountant.

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Twelve Months, January 1 to December 31, 1931.

EXPENDITURE.	Estimate for 1931.		Expended Jan. to Dec., 1931.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel	27,000	0	19,365	96		
Oil, waste, and engine room stores ..	13,000	0	10,907	59		
Salaries and wages at works ..	14,786	13	13,740	1		
Repairs and maintenance :—						
(a) Buildings	1,300	0	1,205	4		
(b) Engines, boilers, machinery, and plant ..	2,500	0	1,492	66		
Distribution of electricity :—					46,711	26
Salaries of outdoor staff	7,424	80	5,785	67		
Repairs and maintenance of meters, switches, and other apparatus	3,240	0	1,371	99		
Public lamps :—					7,157	66
Salaries and wages	8,499	80	6,057	61		
Repairs and maintenance	3,000	0	2,222	93		
Works executed for customers :—					8,280	54
Labour	8,533	60	5,203	82		
Materials	8,000	0	6,449	14		
Managements and general expenses :—					11,652	96
Salaries	36,313	89	37,091	17		
Commuted travelling allowances	2,360	0	2,507	35		
Rent of Engineer's bungalow	1,500	0	1,500	0		
Printing and stationery	3,000	0	1,720	2		
Fire insurance	4,875	25	3,232	2		
Legal expenses	800	0	761	70		
Telephone	600	0	560	85		
Audit fees	600	0	600	0		
Quarterly inspection of Power Station by an Engineer of the Government Electrical Department ..	400	0	250	0		
Tools	400	0	213	31		
Sundry charges	500	0	690	58		
					49,127	0
Total amount of working expenses	148,633	47			122,929	42
Gross profit carried to nett revenue account					107,162	64
					230,092	6
INCOME.			Estimate for 1931.	Accrued Jan. to Dec., 1931.	Total.	
			Rs.	c.	Rs.	c.
Sale of electricity :—						
Private lighting	160,000	0	123,893	15		
Power and heating	6,000	0	8,466	65		
Public lighting	60,000	0	53,205	31		
Municipal Departments	1,300	0	956	82		
					191,521	93
Public lamps :—						
Attendance and maintenance	11,500	0	8,280	54	8,280	54
Works executed for customers and goods sold :—						
From customers	25,000	0	18,183	25	18,183	25
Rent of meters :—						
Recoveries	9,000	0	9,749	43	9,749	43
Sundry revenue :—						
Stand-by charges	500	0	356	40		
Miscellaneous receipts	1,300	0	2,000	51	2,356	91
	274,600	0			230,092	6

Municipal Office,
Kandy, February 19, 1932.

E. B. PEIRIS, Accountant.

Nett Revenue Account for the Twelve Months, January 1 to December 31, 1931.

HEADS OF EXPENDITURE.	Estimate for 1931.		Expended Jan. to Dec., 1931.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
To Principal and interest on loans from Local						
Loan Commissioners	40,047	17	40,047	17		
Assessment rates	7,000	0	6,678	24		
Depreciation on machinery, plant, &c. ..	27,500	0	27,500	0		
Debts irrecoverable written off	—	—	772	15		
Nett profit unappropriated on December 31, 1930	99,175	64				
Nett profit for the 12 months ended December 31, 1931	35,768	47				
					134,944	11
					209,941	67
HEADS OF REVENUE			Estimate for 1931.	Accrued Jan. to Dec., 1931.	Total.	
			Rs.	c.	Rs.	c.
By Balance from 1930			—		99,175	64
Interest	2,000	0			3,603	39
Gross profit up to December, 1931	—	—			107,162	64
					209,941	67

Appropriation of Profits for the Year 1931.

HEADS OF EXPENDITURE.		Expended Jan. to Dec., 1931. Rs. c.
To Contribution towards capital outlay in 1931	..	21,527 9
Balance carried forward to 1932	..	119,909 30
		<u>141,436 39</u>
HEADS OF REVENUE.		Accrued Jan. to Dec., 1931. Rs. c.
By Nett Profit brought forward	..	134,944 11
Amount contributed to capital expenditure in 1930, refunded from Loan Funds in 1931.	..	6,492 28
		<u>141,436 39</u>

Kandy, February 19, 1932.

E. B. PEREIRA, Accountant.

Electricity Department, Balance Sheet, December 31, 1931.		LIABILITIES.		Rs.	c.	Rs.	c.
Loans outstanding:—							
Local Loan Commissioners on December 31, 1930	..	274,490	0				
Less repayments in 1931	..	27,410	0			247,080	0
Loans redeemed account on December 31, 1930	..	49,110	0				
Redeemed in 1931	..	27,410	0			76,520	0
Revenue contribution to capital outlay up to December 31, 1930	..	347,020	83				
Less amount refunded from Loan Funds in 1931	..	6,492	28				
		<u>340,528</u>	<u>55</u>				
Add amount contributed in 1931	..	21,527	9			362,055	64
Reserve for depreciation up to December 31, 1930	..	—	—			96,967	76
						<u>782,623</u>	<u>40</u>
Reserve for depreciation against plant, &c., in 1931	..	27,500	0				
Reserve for depreciation against stores	..	13,931	12			41,431	12
Sundry creditors	..	—	—			6,182	2
Deposits:—							
Customers	..	1,297	35				
Sundry	..	26	3				
Against consumption	..	2,585	92				
						3,909	30
Outstanding wages	..	—	—			928	8
Unpaid wages	..	—	—			3	78
Principal and interest accrued on loans from Local Loan Commissioners	..	—	—			31,473	58
Nett revenue account	..	—	—			119,909	30
						<u>203,837</u>	<u>18</u>

	ASSETS AND CAPITAL OUTLAY.				Credits in 1931 on account of Previous Expenditure.					
	Expended up to December, 1930.		Expended in 1931.		Loans Funds.		Revenue Contributions and Reserves.		Total Capital Outlay.	
	From Loan Funds.	From Revenue Contribution and Reserves.	From Loan Funds.	From Revenue Contribution and Reserves.	Rs.	c.	Rs.	c.	Rs.	c.
Acquisition of undertakings										
Land for transformer station	Rs. 810	c. 00	Rs. 150,000	c. 00	—	—	—	—	150,000	00
Buildings	3,650	16	33,271	22	1,496	99	223	27	38,641	64
Engines, boiler, and other machinery	167,459	69	84,739	39	6,506	87	5,874	39	258,088	6
Tools and sundry plant	—	—	1,454	32	—	—	—	—	1,454	32
Mains, services, lamp standards, and terminal boxes	144,512	99	158,948	13	1,484	70	14,304	44	316,928	86
Meters	—	—	15,575	53	—	—	1,124	99	16,700	52
Storage battery	—	—	48,955	14	—	—	—	—	48,955	14
	<u>316,432</u>	<u>84</u>	<u>492,943</u>	<u>73</u>	<u>9,488</u>	<u>56</u>	<u>21,527</u>	<u>9</u>	<u>831,578</u>	<u>54</u>
Less amount of unserviceable plant written off	—	—	—	—	—	—	—	—	48,955	14
									<u>782,623</u>	<u>40</u>
Stores on hand	—	—	—	—	—	—	—	—	39,483	21
Fittings on hire	—	—	—	—	—	—	—	—	154	41
Sundry debtors	—	—	—	—	—	—	—	—	21,114	70
Instalments from hire purchasers	—	—	—	—	—	—	—	—	1,526	45
Insurance premium paid in advance	—	—	—	—	—	—	—	—	1,353	9
Cash with Shroff	—	—	—	—	—	—	—	—	76	61
Cash with Municipal Electrical Engineer	—	—	—	—	—	—	—	—	65,000	00
Cash in Mercantile Bank, fixed deposits	—	—	—	—	—	—	—	—	75,128	71
Cash in Mercantile Bank, current account	—	—	—	—	—	—	—	—		
									<u>140,205</u>	<u>32</u>
									<u>203,837</u>	<u>18</u>

Kandy, February 19, 1932.

E. B. PEREIRA, Accountant.

A.—General Revenue Account.

Detailed Statement of Revenue and Expenditure from January 1 to December 31, 1931.

DETAILS OF REVENUE.

	Estimate for 1931. Rs. c.	Accrued Jan. 1 to Dec. 31, 1931. Rs. c.	Total. Rs. c.
1.—CONSOLIDATED RATES.			
Rates for 1931 (16 per cent. and 8 per cent.) ..	265,000 0	275,654 64	
Cost on recoveries on warrants ..	4,000 0	4,169 29	279,823 93
2.—TAXES.			
Taxes on vehicles and animals under Municipal Councils Ordinance	5,200 0	3,902 75	
Taxes on motor vehicles	32,000 0	28,804 85	
Costs on recoveries of taxes on vehicles and animals	10 0	23 55	32,731 15
3.—TOLLS.			
Gonawatta and Talatuoya	40 0	40 0	
Halloluwa	1,516 0	1,026 80	
Lewella	2,777 0	2,777 1	3,843 81
4.—LICENCE FEES AND STAMP DUTIES.			
<i>(a) Licence Fees.</i>			
Auctioneers and Brokers	1,000 0	1,220 0	
Dangerous and offensive trades	2,800 0	2,507 58	
Sundries	800 0	1,235 0	4,962 58
<i>(b) Stamp Duties.</i>			
Butchers	250 0	275 0	
Carriages	1,200 0	728 0	
Carriers	600 0	300 50	
Hotels	1,500 0	1,404 0	
Liquor	10,200 0	10,889 50	
Notaries	500 0	462 0	
Proctors	1,550 0	1,428 0	
Poisons	50 0	70 0	
Firearms	1,900 0	1,166 50	
Special permits	—	5 75	16,729 25
5.—SLAUGHTERHOUSE FEES.			
Slaughtering fees on cattle	6,200 0	5,340 0	
Slaughtering fees on sheep, goats, and pigs	1,700 0	965 1	
Housing and feeding fees	5,200 0	4,246 74	
Sundries	25 0	25 0	10,576 75
6.—CONSERVANCY FEES.			
Bucket fees and day service	40,000 0	46,027 19	
Costs on recoveries on warrants	800 0	1,146 25	
Fees for emptying private cess pits	—	47 40	
Fees for removal of trade refuse	1,800 0	1,946 72	49,167 56
7.—RENTS.			
Privilege rent to trade on market premises	500 0	1,211 0	
Markets (monthly stall rents)	23,950 0	23,558 60	
Markets (monthly space rents)	15,000 0	15,720 0	
Markets (outside space daily rents)	7,000 0	7,481 87	
Markets (temporary boutique rents)	13,800 0	14,466 86	
Grain sheds	7,800 0	7,557 52	
Model tenements under Housing Scheme	13,900 0	14,205 20	
Dhobies' tanks and rooms	900 0	912 0	
Other lands, buildings and encroachments	9,000 0	9,058 83	
Bus stand	6,000 0	6,117 90	
Costs on recoveries on warrants	3,000 0	3,170 0	103,459 78
8.—JUDICIAL FINES.			
Municipal Court	12,500 0	9,706 36	9,706 36
9.—WATER SERVICE.			
House service	3,400 0	3,881 25	
Rents of meters	1,600 0	1,588 45	
Water used for other than domestic purposes	3,200 0	1,752 86	
Costs on recoveries on warrants	200 0	176 92	7,399 48
10.—GOVERNMENT GRANTS.			
In aid of the maintenance of Police	30,000 0	30,000 0	
Dredging Kandy lake	3,000 0	3,000 0	
Moiety towards maintenance of Lady Horton's Walk	1,100 0	1,045 0	
Grant in lieu of compensation for abolished tolls	22,085 0	22,085 0	
Grant in lieu of road tax abolished	16,426 80	16,426 80	
Grant to free library for purchase of new books	300 0	300 0	72,856 80

	Estimate for 1931. Rs. c.	Accrued Jan. 1 to Dec. 31, 1931. Rs. c.	Total. Rs. c.
11.—EDUCATION ACCOUNT.			
12.—MISCELLANEOUS RECEIPTS.			
Cemetery fees (burials) ..	2,000 0 ..	1,592 0	
Cemetery fees (upkeep of graves) ..	1,200 0 ..	1,861 73	
Registration of dogs ..	600 0 ..	493 50	
Interest ..	10,000 0 ..	16,675 85	
Badges and faretables ..	300 0 ..	258 50	
Produce sold ..	1,800 0 ..	1,618 62	
Sundries ..	2,000 0 ..	2,831 26	
Sale of library periodicals and other receipts ..	— ..	79 10	
			25,410 56
			616,668 1

DETAILS OF EXPENDITURE.

	Estimate for 1931. Rs. c.	Supplementary Estimate for 1931. Rs. c.	Incurred 1931. Rs. c.	Total. Rs. c.
I.—ADMINISTRATIVE.				
Personal emoluments ..	131,633 85 ..	1,324 53 ..	130,536 15	130,536 15
1A.—ADMINISTRATIVE—OTHER CHARGES.				
1. Commuted travelling allowances with temporary increases thereon ..	14,262 0 ..	101 0 ..	14,298 16	
2. Uniforms ..	2,000 0 ..	— ..	1,426 50	
3. Stationery ..	5,000 0 ..	— ..	1,609 97	
4. Stamps ..	600 0 ..	780 0 ..	1,217 45	
5. Advertising ..	1,000 0 ..	— ..	779 97	
6. Printed forms and books ..	4,000 0 ..	60 0 ..	2,489 31	
7. Telephone charges ..	1,300 0 ..	— ..	1,265 60	
8. Audit fees ..	2,000 0 ..	— ..	1,980 86	
9. Sundry charges ..	1,500 0 ..	— ..	1,372 98	26,440 80
3.—COLLECTORS.				
Commission ..	10,500 0 ..	— ..	9,368 23	9,368 23
4.—INFECTIOUS DISEASES PREVENTION.				
1. Disinfecting and claytonizing ..	4,895 0 ..	— ..	2,716 36	
2. Destruction of rats ..	6,133 80 ..	— ..	2,440 99	
3. Equipments and chemicals ..	1,000 0 ..	— ..	655 52	
Maintenance of temporary I. D. Hospital	300 0 ..	50 0 ..	350 0	
Cost of dieting patients at the I. D. Hospital ..	— ..	221 47 ..	221 47	
Plague epidemic ..	— ..	51 10 ..	51 10	
Repairs to Deiyannawela contact camp	— ..	1,395 0 ..	1,319 90	
Rinderpest ..	— ..	54 99 ..	54 99	7,810 33
5.—SCAVENGING STREETS AND REMOVAL OF HOUSE AND TRADE REFUSE.				
1. Sweepers, their Kanganies, and Overseers ..	11,574 15 ..	— ..	7,027 6	
2. Hired carts, bulls, and carters ..	16,607 50 ..	— ..	12,432 46	
3. Carts, hand carts, and dust bin coolies ..	3,613 0 ..	— ..	3,247 26	
4. Lorry Kanganies and coolies ..	1,405 25 ..	— ..	1,409 80	
5. Coolies burying and burning refuse ..	3,166 75 ..	— ..	1,620 99	
6. Coolies and carts on flushing drains ..	8,723 50 ..	— ..	6,861 47	
7. Cleaning Meda-ela ..	2,135 25 ..	— ..	862 50	
8. Scavenging Katugastota (Contract Service) ..	2,573 25 ..	— ..	2,405 64	
9. Tools and materials ..	600 0 ..	— ..	342 25	
10. Disinfectants ..	500 0 ..	— ..	478 87	
11. One new water cart and three hand carts ..	590 0 ..	— ..	18 35	
12. Upkeep of lorry ..	6,100 0 ..	— ..	3,877 8	
13. Upkeep of dual purpose lorry (½ cost) ..	1,471 88 ..	— ..	507 91	
14. Repairing road to Mahaiyawa Incineration ..	160 0 ..	— ..	26 20	41,117 84
6.—CONSERVANCY OF LATRINES.				
1. Coolies and kanganies ..	24,984 95 ..	— ..	18,938 0	
2. Hired bulls and carters ..	7,956 25 ..	— ..	6,828 75	
3. Lorry kanganies and coolies ..	1,606 0 ..	— ..	1,417 70	
4. New night soil carts ..	1,400 0 ..	— ..	330 0	
5. New drums and buckets ..	3,000 0 ..	— ..	2,741 62	
6. Repairs to carts ..	1,000 0 ..	— ..	856 79	
7. Repairs to drums and buckets ..	2,000 0 ..	— ..	1,883 50	
8. Lanterns and oil ..	1,200 0 ..	— ..	762 3	
9. Burial of night soil ..	6,843 75 ..	— ..	6,220 14	
10. Disinfectants ..	1,500 0 ..	— ..	1,032 63	
11. Emptying private cess pits ..	200 0 ..	— ..	31 65	
12. Upkeep of lorry ..	6,800 0 ..	— ..	5,301 65	
13. Upkeep of dual purpose lorry (½ cost) ..	1,471 87 ..	— ..	483 37	
14. Upkeep of trenching grounds ..	240 90 ..	— ..	229 67	
15. Sundries ..	500 0 ..	120 0 ..	217 27	
16. Rain Coats and Cumblies ..	480 0 ..	— ..	330 0	47,604 77

Estimate No.	Estimate for 1931.		Supplementary Estimate for 1931.		Incurred, 1931.		Total.		
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
9.—PUBLIC LIGHTING.									
1.	Lighting of streets	66,000	0	—	—	56,923	70		
2.	Lighting model tenements	1,500	0	—	—	1,217	35		
								58,141	5
10.—WATER SERVICES.									
31.	Waterworks labour	4,745	0	—	—	4,258	30		
32.	Upkeep of water mains	4,000	0	—	—	2,961	58		
33.	Repairs to hydrants and sluice valves	500	0	—	—	93	65		
34.	Maintenance of two fountains	75	0	—	—	75	0		
35.	Scraping 4-inch water mains	1,000	0	—	—	552	39		
36.	House service connections	1,700	0	500	0	2,389	98		
37.	Removing moss from reservoir	350	0	—	—	102	65		
38.	Lowering existing bund of reservoir	3,400	0	—	—	3,380	43		
39.	Removing old plaster on outside dam and replastering	3,500	0	—	—	907	20		
40.	Upkeep of meters	1,372	0	991	3	2,182	53		
83.	Fixing stop-cocks and providing chambers	—	—	860	0	681	96		
	Chlorination of lake water	—	—	970	20	972	40		
	Chlorination of well water	—	—	525	79	525	79		
	Supply of chlorinated water in carts	—	—	2,489	23	2,489	23		
63.	Removal of trees in catchment area	—	—	71	10	71	10		
								21,644	19
11.—TOWN IMPROVEMENTS.									
1.	Salaries and allowances	2,455	33	—	—	2,358	46		
2.	Kandy town survey (balance of $\frac{1}{2}$ cost)	16,250	0	3,500	0	—	—		
								2,358	46
12.—MARKETS.									
1.	Salaries	4,831	20	—	—	4,880	90		
2.	Lighting	3,500	0	90	0	3,253	53		
3.	Sundry charges	750	0	—	—	410	18		
								8,544	61
13.—SLAUGHTER-HOUSE.									
1.	Salaries	1,672	80	—	—	1,659	60		
2.	Grass	2,500	0	—	—	1,881	47		
3.	Sundry charges and equipment	300	0	—	—	93	4		
								3,634	11
14.—CEMETERY.									
1.	Salaries and allowances	4,184	40	45	0	4,224	60		
2.	Uniforms to labourers	75	0	—	—	54	25		
3.	Equipment and sundry charges	150	0	—	—	63	36		
4.	Lighting cemetery-keeper's bungalow	25	0	—	—	15	87		
								4,358	8
15.—MUNICIPAL COURT.									
1.	Salaries	2,790	30	—	—	3,097	45		
2.	Contribution towards salary of Municipal Magistrate	500	0	—	—	500	0		
3.	Sundry charges	100	0	—	—	19	74		
								3,617	19
15A.—FIRE BRIGADE.									
1.	Salaries	2,667	70	—	—	2,519	71		
2.	Bonuses to Constables, &c.	350	0	—	—	380	0		
3.	Commuted allowance	480	0	—	—	480	0		
4.	Uniforms and boots	250	0	—	—	247	21		
5.	Upkeep of fire engine	2,280	0	40	0	913	96		
6.	Half yearly inspection by the Superintendent of the Colombo Fire Brigade	375	0	306	2	681	2		
								5,221	90
16.—POLICE.									
1.	Cost of Police within Municipal limits	30,000	0	—	—	30,000	0		
								30,000	0
17.—EDUCATION.									
1.	Grant-in-aid to Free Night Schools (Sinhalese Young Men's Association)	200	0	—	—	200	0		
								200	0
18.—FREE LIBRARY.									
1.	Salaries	1,356	0	32	34	1,407	53		
2.	Rent	960	0	—	—	960	0		
3.	Newspaper and periodicals	600	0	—	—	469	32		
4.	New books	500	0	—	—	380	89		
5.	Lighting, furniture, and sundries	200	0	—	—	142	90		
								3,360	64

Estimate No.	Estimate for 1931.		Supplementary Estimate for 1931.		Incurred 1931.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
19.—POOR RELIEF AND PUBLIC RECREATION.								
<i>(a) Maternity and Child Welfare.</i>								
1.	Salaries, rent allowances, and bonuses	8,196	0	—	—	7,022	75	
2.	Travelling allowances	1,620	0	—	—	1,400	0	
3.	Uniforms, equipment, and stationery	500	0	—	—	161	5	
4.	Food and medical wants of mothers and infants	4,000	0	—	—	4,847	63	
5.	Sundries	184	0	—	—	233	44	
						13,664	87	
<i>(b) Municipal Free Ayurvedic Dispensary.</i>								
6.	Salaries and rent allowances	1,440	0	—	—	1,440	0	
7.	Oils, drugs, and medicinal herbs	2,400	0	35	8	2,432	54	
8.	Furniture and equipment	113	0	—	—	—	—	
9.	Printing, lighting, and sundries	197	0	—	—	151	41	
						4,023	95	
<i>(c) Grants.</i>								
10.	Grant to Friend-in-Need Society	600	0	—	—	600	0	
11.	Grant to District Nurses Association	500	0	—	—	500	0	
12.	Grant to Lady Blake's Institution	250	0	—	—	250	0	
13.	Grant and lighting of Toe H. Boys' Club	240	0	—	—	185	55	
14.	Grant to Miss Chapman's Home for destitute children	250	0	—	—	250	0	
15.	Grant for insuring loan exhibits at Kandy Museum ($\frac{1}{2}$ cost)	66	0	—	—	65	62	
16.	Contribution towards expenses in connection with King's Birthday celebrations	100	0	—	—	100	0	
	Vagrant charges	—	—	23	66	23	66	
						1,974	83	
								19,663 65
20.—PENSIONS.								
1.	Pensions	11,872	65	—	—	11,872	65	
2.	Gratuities	—	—	162	58	162	58	
								12,035 23
21.—LOAN REPAYMENTS AND INTEREST.								
Housing scheme—								
(1)	Interest	7,333	33	—	—	7,333	33	
(2)	Principal refunded	18,333	33	—	—	18,333	33	
Waterworks scheme—								
(3)	Interest	2,256	97	—	—	2,618	75	
(4)	Principal refunded	5,015	50	—	—	5,015	50	
Paving Meda-ela—								
(5)	Interest	3,036	33	—	—	2,800	19	
(6)	Principal refunded	4,673	33	—	—	3,944	73	
								40,045 83
22.—MISCELLANEOUS SERVICES.								
1.	Lighting of Town Hall and Municipal Offices	1,000	0	255	0	1,128	90	
2.	Upkeep of town clock	200	0	—	—	199	25	
3.	Furniture and filing cabinets	800	0	260	0	791	69	
4.	Plates, badges, faretables, and house numbers	1,000	0	109	0	955	7	
5.	Rents of leased lands	500	0	—	—	466	60	
6.	Destruction of dogs	2,000	0	—	—	926	20	
7.	Tools (estimate No. 10)	1,000	0	—	—	949	17	
8.	Legal expenses	2,000	0	—	—	1,693	67	
9.	Sundry charges	1,000	0	77	0	759	74	
	Address of welcome to H. E. Sir Graeme Thomson	—	—	50	0	50	0	
	Refund of rates recovered in excess	—	—	4,992	82	4,992	82	
	Surveys	—	—	81	0	81	0	
	Plan of Mahiyawa cemetery	—	—	300	0	300	0	
	Dye for stamping weights and measures	—	—	36	0	45	12	
	Registration of labour force	—	—	200	0	260	12	
	Refund on account of recoveries in previous years	—	—	100	0	140	50	
62/30.	Survey of car park at Peradeniya	—	—	82	66	41	90	
	Illuminated notice boards	—	—	109	52	109	52	
	Destruction of flying foxes	—	—	—	—	282	0	
								14,173 27
								550,767 71

Estimate No.	Estimate for 1931. Rs. c.	Supplementary Estimate for 1931.		Incurred 1931. Rs. c.	Total. Rs. c.
		Rs.	c.		
23. — CAPITAL EXPENDITURE (PROVIDED FROM REVENUE).					
41.	Building drains opposite 25 and 26, Peradeniya road (Pulleyar Kovil premises)	3,500	0	—	31 50
42.	Twenty sign boards (motor traffic)	300	0	—	273 95
43.	Constructing side drain on Mataae road	500	0	—	481 50
44.	Providing lake water to market latrines	750	0	—	418 21
45.	Five night soil depôts	9,000	0	—	—
46.	Constructing retaining wall near power station	3,000	0	—	22 40
47.	Shed for making concrete blocks and housing machine	600	0	—	595 27
32/26	Improvements to Lady McCarthy road	—	—	948 0	108 0
34/28	Reducing blind corners in Lady McCarthy road	—	—	102 9	—
27/29	Building side drains along Peradeniya road	—	—	3,500 0	—
31/29	Repairs to barrel drains	—	—	248 12	235 30
61/29	Repairs to road to Mavilmada night soil depôt	—	—	228 69	154 30
73/29	Notice boards showing halting place for buses	—	—	113 37	3 3
26/30	New roads and improving existing bad roads	—	—	13,789 70	2,393 63
32/30	Roofing pavement opposite vegetable market	—	—	3,415 95	3,364 52
33/30	Roofing pavement between rice depôts in Jail road	—	—	1,933 60	1,839 41
34/30	Building one set of cooly lines	—	—	11,200 0	3 75
36/30	Acquisition of land in Kondedeniya for a night soil depôt and I. D. H.	—	—	31,291 0	31,417 85
37/30	Twelve new scavenging carts	—	—	3,180 0	2,634 44
38/30	Sanitary improvement in rural areas	—	—	2,795 87	732 21
39/30	Hydrants	—	—	1,642 17	553 44
40/30	Acquisition of lands for car parks in Buwelikada and Katugastota	—	—	15,840 70	25 0
43/30	Repairs to Roseneath bungalow	—	—	126 96	169 88
44/30	Lighting thirteen public latrines	—	—	1,042 77	—
53/30	Providing platform to Mavilmada trenching grounds	—	—	1,621 51	581 0
55/30	Construction of barrel drains in Bahirawakanda	—	—	55 29	54 52
61/30	Paving a portion of Brownrigg street	—	—	5,793 65	4,248 59
64/30	Widening reservoir spill to a length of 120 feet	—	—	1,494 15	46 4
65/30	Erecting masonry walls, &c., at reservoir	—	—	4,108 97	1,983 58
67/30	Building a retaining wall at Katukelle Lake road	—	—	458 95	441 49
74/30	Building 72 feet of cement concrete drain opposite 55, Madawela road	—	—	64 36	62 98
75/30	Purchase of new hose for fire engine	—	—	1,750 0	1,477 49
76/30	Purchase of drying poles and ropes for fire engine	—	—	1,648 25	—
82/30	Foot bridge over the cuivert behind Lake bungalow	—	—	235 0	231 62
83/30	Building a retaining wall in Lady Havelock's drive	—	—	176 0	175 47
49.	Repairing a portion of the boundary wall of Muslim cemetery	—	—	140 0	126 13
50.	Laying water service to the Buddhist portion of the cemetery	—	—	360 0	265 3
51.	Improvements to drain between premises occupied by Khaja Nainar & Co., and Liesching & Lee	—	—	64 0	49 35
52.	Replacing the desks of the two barges	—	—	170 0	165 2
53.	Making and supplying 4 notice boards for Mavilmada and Nittawela trenching grounds	—	—	57 0	57 0
54.	Lighting of latrines attached to Mahaiyawa cooly lines	—	—	434 90	193 53
55.	Fencing the turn off to Lewella road with 104 feet of piping	—	—	252 57	254 90
56.	Repairs to bridge over Meda-ela near Hirassagala road	—	—	489 0	487 80
57.	Constructing a drain round the public well in Madawela road	—	—	702 63	701 37
59.	Providing an office to the Collector of market daily rents	—	—	230 0	225 98
60.	Levelling, turfing, and erecting concrete pillars and railing the smaller triangle of the market and the old military hospital park	—	—	625 0	609 20
66.	Alterations to Municipal Electrical Engineer's bungalow	—	—	140 0	156 93
68.	Laying pipe connections from segregation camp to the stand-post opposite Isipathanarama temple at Deyannevela	—	—	15 0	9 91
71.	Cost of installation of lights in the covered pavement opposite the vegetable market	—	—	110 0	89 25

Estimate No.		Estimate for 1931.		Supplementary Estimate for 1931.		Incurred 1931.		Total.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
72.	Acquisition of land at Deyannewela for a contact camp	—	..	1,400	0 ..	636	55		
73.	Improvements to the Septic tank at Torrington road	—	..	470	0 ..	—			
74.	Improvements to the Septic tank at Ella-galla road	—	..	385	0 ..	—			
75.	Constructing a new silt trap on the bund of the lake near Mr. Kindersley's bungalow	—	..	218	0 ..	144	61		
76.	Constructing a foot bridge over the stream in Talatu-oya road opposite Dorwin estate	—	..	375	0 ..	—			
77.	Sinking a new well in the property owned by Mr. Ukku Banda in Mavilmada	—	..	900	0 ..	100	0		
78.	Enclosing the grain store at Mahaiyawa by a dwarf wall	—	..	175	0 ..	173	90		
80.	Building a further length of the retaining wall at Katukelle Lake road	—	..	640	0 ..	570	36		
81.	Fencing the burial ground at Mavilmada	—	..	2,300	0 ..	—			
84.	Making and supplying a notice board prohibiting games in the park near the military hospital	—	..	20	0 ..	17	90		
85.	Improvements to the room occupied by Shroff	—	..	165	0 ..	156	28		
86.	Converting the existing dog-pound at Mahaiyawa into a night muster-shed	—	..	265	0 ..	264	2		
87.	Rebuilding a portion of the cemetery wall	—	..	690	0 ..	671	65		
88.	Providing a notice board and halting place for buses near the small market	—	..	25	0 ..	12	71		
89.	Covering the open drain behind the power station and constructing a retaining wall	—	..	1,142	50 ..	—			
90.	Iron frame round the chimney stack at the power station for drying fire hose	—	..	750	0 ..	200	0		
91.	Cost of notice board to be erected in the Victoria Esplanade making it unlawful to conduct or address public meetings	—	..	30	0 ..	30	0		
93.	Laying water service to the offices of the Revenue Inspectors and the Rat Campaign Department	—	..	130	0 ..	98	5		
94.	Acquisition of land for construction of a public latrine at Lewella	—	..	75	0 ..	75	0		
95.	Making a contour survey of the land acquired at Gohagoda for trenching	—	..	1,000	0 ..	527	25		
96.	Cost of acquisition of land required for sinking a well and for providing a public bathing place at Mapanawatura	—	..	136	87 ..	136	87		
97.	Purchase of a concrete block making machine and a concrete mixing machine	—	..	3,710	0 ..	3,626	13		
69.	Converting the store-room into offices for the Revenue Inspectors, Rat Campaign work, and Motor Car Examiner	—	..	400	0 ..	399	46		
	<i>Less recoveries in 1931 on account of over-payments in 1930, estimate No. 64/30 Rs. 90, estimate No. 73/29 Rs. 82.44..</i>	—	..	—	..	65,992	51		
						172	44		
								65,820	7
	<i>Capital Expenditure (provided from Loan Funds)</i>	—	..	—	..	—		616,587	78
48.	Construction of model dwellings at Deyannewela	248,865	0 ..	—	..	51,077	8	51,077	8

B.—ELECTRICITY DEPARTMENT.

Detailed Statement of Expenditure.

Estimate No.		Estimate for 1931.		Supplementary Estimate for 1931.		Incurred, 1931.		Total.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
<i>Generation of Electricity.</i>									
1.	Fuel	27,000	0 ..	—	..	19,365	95		
2.	Oil, waste, and engine room stores	13,000	0 ..	—	..	10,907	59		
3.	Salaries and wages at works	14,786	13 ..	—	..	13,740	1		
4.	Repairs and maintenance—								
	(a) Buildings	1,300	0 ..	—	..	1,205	4		
	(b) Engines, boilers, machinery, and plant	2,500	0 ..	—	..	1,492	66		
								46,711	26

Estimate No.	Estimate for 1931.		Supplementary Estimate for 1931.		Incurred 1931.		Total.		
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
<i>Distribution of Electricity.</i>									
5.	Salaries of outdoor staff	..	7,424	80	..	—	..	5,785	67
5A.	Repairs and maintenance of service mains	..	..	..	..	..	..	..	..
6.	Repairs and maintenance of meters, switches, and other apparatus	..	3,240	0	..	—	..	1,371	99
								7,157	66
<i>Public Lamps.</i>									
7.	Salaries and wages	..	8,499	80	..	—	..	6,057	61
7A.	Repairs and maintenance	..	3,000	0	..	—	..	2,222	93
								8,280	54
<i>Works executed for Customers.</i>									
8.	Labour	..	8,533	60	..	—	..	5,203	82
9.	Materials	..	8,000	0	..	—	..	6,449	14
								11,652	96
<i>Management and General Expenses.</i>									
10.	Salaries	..	36,313	89	..	480	0	37,091	17
10A.	Commutated travelling allowances	..	2,360	0	..	125	0	2,507	35
11.	Rent of Engineer's bungalow	..	1,500	0	..	—	..	1,500	0
12.	Printing and stationery	..	3,000	0	..	—	..	1,720	2
13.	Insurance	..	4,875	25	..	—	..	3,232	2
14.	Legal expenses	..	800	0	..	—	..	761	70
15.	Telephone	..	600	0	..	—	..	560	85
16.	Audit fees	..	600	0	..	—	..	600	0
17.	Quarterly inspection of power station	..	400	0	..	—	..	250	0
18.	Tools	..	400	0	..	—	..	213	31
19.	Sundry charges	..	500	0	..	176	0	690	58
								49,127	0
								122,929	42
<i>Net Revenue Account.</i>									
20.	Interest on loans from Local Loan Commissioners	..	12,637	17	..	—	..	12,637	17
21.	Principal payable on account of loans from Local Loans Commissioners	..	27,410	0	..	—	..	27,410	0
22.	Assessment rates	..	7,000	0	..	—	..	6,678	24
23.	Depreciation on machinery, plant, and buildings	..	27,500	0	..	—	..	27,500	0
	Debts, irrecoverable, written off..	..	—	..	..	772	15	772	15
								74,997	56
								197,926	98
<i>Capital Expenditure (provided from Profits and Reserves).</i>									
24.	House service meters	..	1,000	0	..	200	0	1,124	99
25.	Lighting Mavilmada road by overhead mains	..	2,000	0	..	—	..	—	..
26.	Alteration of existing D. C. switch board	..	2,175	0	..	—	..	131	32
27.	Fixing pillar units	..	2,000	0	..	—	..	1,813	26
28.	Removing and re-erecting oil storage tanks	..	2,000	0	..	—	..	1,994	29
29.	New feeder cable from market pillar box to opposite Planters' Association building	..	3,960	0	..	—	..	3,108	5
30.	New service cable along Castle Hill street from Colombo street box to Ward street	..	1,190	0	..	—	..	880	92
31.	Overhead service main along Lady Mannings Drive	..	4,565	0	..	—	..	3,733	10
32.	Erecting 3 public lamps along Hermitage road	..	685	0	..	—	..	355	75
33.	Overhead service main along Hospital road	..	2,620	0	..	—	..	2,321	23
34.	Erecting a new lamp standard at the junction of Hill street and Brownrigg street in place of the old one	..	—	..	..	67	60	67	60
35.	Replacing plank shutters by glass shutters at the Peradeniya sub-station	..	—	..	..	75	0	74	27
36.	Extending electric mains along Peradeniya bridge to a distance of 75 feet	..	—	..	..	237	0	187	5
37.	Erecting one karri timber pole to support the over-head wire in Katugastota road	..	—	..	..	55	0	54	55
38.	Erecting additional lamp standard along Lady Gordon's road	..	—	..	..	88	0	67	12
39.	Supplying and fixing two public lamp brackets in Hermitage road	..	—	..	..	90	0	87	92
40.	Replacing the existing old lamp standards by a lamp standard of a better type in the market premises	..	—	..	..	20	0	—	..
41.	Erecting a new lamp standard in Victoria drive	..	—	..	..	131	56	61	30
42.	Erecting a lamp standard in Levelia road	..	—	..	..	60	0	53	78
43.	Purchasing and installing 8 condensers at the machine terminals at the power house	..	—	..	..	95	0	95	0
44.	Erecting two additional lamp standard at Deiyana-wela road	..	—	..	..	264	0	224	78
45.	Erecting a lamp standard at the Mahaiyawa Model tenements	..	—	..	..	66	0	64	15
46.	Installing two electric fans at the office of the power house	..	—	..	..	175	0	149	0

Estimate No.		Estimate for 1931.		Supplementary Estimate for 1931.	Incurring 1931.	Total.
		Rs.	c.	Rs.	c.	Rs. c.
47.	Erecting one karri timber pole in old Matale road	—	—	53	0	41 46
48.	Covering the open drain behind the power station and constructing a retaining wall	—	—	3,427	50	—
49.	Lighting of the path leading to the Orient Club premises	—	—	25	0	—
22/1930	Spare parts for power station machinery	—	—	379	62	379 0
25/30	Feeder cable from power station to market pillar box	—	—	853	67	311 95
26/30	Service cable between market pillar box and Empire Theatre	—	—	855	79	155 16
28/30	Peradeniya bazaar lighting	—	—	314	79	315 37
30/30	Erecting a lamp standard in upper Lake road	—	—	10	28	—
31/1930	Series windings for 200 k.w., D. C. generator (complete set)	—	—	1,500	0	1,413 53
36/30	Lighting along Huduhumpola road	—	—	619	20	285 24
38/30	Extending electric lights along Galagedera road	—	—	109	36	61 33
39/30	Laying water main from Kandy lake to power station	—	—	1,761	54	1,213 31
42/30	Erecting 5 poles and transferring the overhead line fixed on five poles in Malabar street	—	—	97	72	53 37
						20,879 15
20/30	Additional generating plant—					
1/20	Engine, dynamo, and Engineer's supervision	—	—	—	—	—
2/20	Clearing charges and rail freight	—	—	4,181	17	20 0
3/20	Trenching and chequer plates	—	—	121	43	1 79
4/20	Linking up cables	—	—	1,366	82	408 71
5/20	Removing boiler and steam set	—	—	5	5	—
6/20	Building exhaust stack	—	—	774	10	23 59
7/20	Erection of engine and dynamo including the tiling of floor	—	—	519	62	193 85
8/20	Two equalising resistances	—	—	47	0	—
	Unforeseen contingencies	—	—	570	0	—
						647 94
						21,527 9
	Less amount contributed from profits in 1930, on Estimate No. 20 of 1930, refunded from Loan Funds in 1931	—	—	—	—	6,492 28
						15,034 81

Capital Expenditure provided from Loan Funds.

27/1930.	Laying high tension cable to Ampitiya—					
A.	3960 yards .0225 three-core cable for 3,960 volts	—	—	—	—	157 74
B.	One transformer, high tension control, low tension cable, and kiosk	—	—	29	94	1,321 90
C.	Cable joint boxes, bitumen, wax, &c.	—	—	23	62	6 64
D.	Landing and clearing charges	—	—	97	16	2 50
E.	56,000 bricks	—	—	704	85	—
F.	Cross arms water tight brackets and insulators	—	—	64	90	443 56
G.	Transporting goods to sub-station	—	—	97	84	—
H.	Labour in laying 3,300 volts cable	—	—	3,470	35	558 13
I.	Making 7 joints	—	—	0	49	—
J.	Site for kiosk building	—	—	800	0	100 0
K.	Tarring and restoring road surfaces	—	—	468	70	—
L.	500 lb. bare copper wire	—	—	425	0	405 81
	Unforeseen contingencies	—	—	1,503	3	—
				7,685	88*	2,996 28
20/1930.	Additional generating plant—					6,492 28
						9,488 56
	Less credit allowed on account of materials returned in 1931 under item A on Estimate No. 27 of 1930, the cost of which was debited to the vote during 1930	—	—	—	—	2,321 40
						7,167 16

* Against Rs. 7,685.88 the re-vote allowed for 1931 was only Rs. 7,167.16 which was the nett unexpended balance on December 31, 1930. The difference of Rs. 518.72 is represented by an excess of expenditure in 1930 on item A in Estimate 27 of 1930, for which a credit was allowed in 1931 for materials returned unused.

Statement of Debt, December 31, 1931.

Amount of Original Debt.	Refund of Unexpended Balance.	Amount Redeemed.	Amount Outstanding at the end of the Year 1931.	To Whom due.	Rate of Interest. Per cent.	When incurred and for what Purpose.	Provision for Repayment.
Rs. c.	Rs. c.	Rs. c.	Rs. c.				
75,000 0..	— ..	45,000 0..	30,000 0..	Local Loans & Development Fund	5 ..	January 12, 1922. For construction of tenements for the housing of the poor	Rates and taxes imposed and levied under the Municipal Councils Ordinance, No. 6 of 1910 ^a
75,000 0..	— ..	45,000 0..	30,000 0..	do.	5 ..	November 8, 1922. For construction of tenements for the housing of the poor	do. ^b
50,000 0..	— ..	26,666 68..	23,333 32..	do.	5 ..	December 1, 1923. For construction of tenements for the housing of the poor	do. ^c
197,500 0..	81,511 71..	75,864 29..	40,124 0..	do.	5 ..	December 15, 1924. For extending and improving the Kandy water supply	do. ^d
75,000 0..	— ..	30,000 0..	45,000 0..	do.	5 ..	May 12, 1925. For construction of tenements for the housing of the poor	do. ^e
112,000 0..	— ..	37,333 32..	74,666 68..	do.	5 ..	April 21, 1926. Purchasing of generating plant for Power Station Rs. 60,000, improvement and extension of electric main Rs. 28,500, paving Meda-ela Rs. 23,500	do. ^f
60,000 0..	— ..	12,000 0..	48,000 0..	do.	5 ..	April 23, 1928. For purchasing new generating plant for Power Station	do. ^g
46,600 0..	10,200 34..	5,484 74..	30,914 92..	do.	5 ..	July 11, 1929. For paving Meda-ela	do. ^h
175,100 0..	— ..	35,020 0..	140,080 0..	do.	5 ..	February 21, 1929. For the purchase of new generating plant for Power Station and extension of electric mains	do. ⁱ
40,000 0..	— ..	— ..	40,000 0..	do.	5 ..	April 29 1931. For the construction of Model dwellings at Deyanna-wela.	do. ^j
906,200 0	91,712 5	312,369 3	502,118 92				
							Rs. c.
General revenue account							255,038 92
Electricity Department							247,080 0
							502,118 92

^a Repaid by annual instalments of Rs. 5,000 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on January 12, 1937.

^b Repaid by annual instalments of Rs. 5,000 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on November 8, 1937.

^c Repaid by annual instalments of Rs. 3,333·33 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on December 1, 1938.

^d Rs. 81,511·71 unexpended out of this loan was refunded to the Local Loans Commissioners (Rs. 8,151·21 in 1930 and Rs. 73,360·50 in 1931). Balance loan is repaid by annual instalments of Rs. 13,166·66 up to 1929, and thereafter by instalments of Rs. 5,015·50 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on December 15, 1939.

^e Repaid by annual instalments of Rs. 5,000 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on May 12, 1940.

^f Repaid by annual instalments of Rs. 7,466·66 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on April 21, 1941.

^g Repaid by annual instalments of Rs. 4,000 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on April 23, 1943.

^h Rs. 10,200·34 unexpended out of this loan was refunded to the Local Loans Commissioners in 1931. Balance loan is repaid by one instalment of Rs. 3,106·67 in 1930, and thereafter 13 annual instalments of Rs. 2,378·07 and one of Rs. 2,378·08.

ⁱ Repaid by annual instalments of Rs. 17,510 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on February 21, 1939.

^j Repaid by annual instalments of Rs. 2,666·66 with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on April 29, 1946.

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

Sale of Properties, Urban District Council, Dehiwala-Mount Lavinia.

NOTICE is hereby given that in the absence of movable properties liable to seizure, (1) rents and profits from 1 to 3 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 Urban District Council, Dehiwala-Mount Lavinia, in terms of 140th clause of Ordinance No. 6 of 1911, for arrears of assessment rates due on the premises mentioned in the subjoined schedule for 1st and 2nd quarters, 1930, and 2nd quarter, 1931, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of assessment rates and costs be duly paid.

J. VINCENT MENDIS,
Chairman.
Urban District Council Office,
Dehiwala, March 7, 1932.

SCHEDULE.

Time of Sale : To commence at the First-named Premises at 8 a.m. each day.

2nd Quarter, 1931.

Wednesday, March 30, 1932.

Galkissa : Nos. 1, 2, 3, 4, 7, 8A, 22A, 30, 32, 45-46, 46A, 54, 55, 56, 58, 71, 72, 73, 74, 77, 79, 86, 92, 92A, 115, 119, 131, 131A, 131B, 131C, 134B, 134C, 135A, 142A, 142, 142C, 156B, 165, 165A, 168, 179, 179A, 199, 199A, 202, 202A, 204, 205A, 205A1.

Thursday, March 31, 1932.

Galkissa : Nos. 210, 211, 215, 216B, 216C, 216F, 226, 235A-235B, 235A1, 261, 265, 267, 267A, 268A, 271, 280, 281, 281A, 282, 282B, 308A, 313A, 320, 324, 336, 349, 366B, 371, 373A, 376, 381, 382, 372.

Friday, April 1, 1932.

Galkissa : Nos. 387, 392A, 393, 397, 405, 405C, 409, 412, 418, 419, 422, 426B, 427, 442, 443, 449, 459, 470, 471, 478, 479, 480A, 484, 486, 496-496A, 498, 505, 507, 508, 534, 538A, 539, 540, 542, 543, 544, 561, 564, 566.

Monday, April 4, 1932.

Galkissa : Nos. 607-608, 616, 618, 636-636A, 638A, 643, 643A, 644, 646, 653, 670, 671, 672, 673, 673A, 674, 675, 678, 681, 682, 684, 689, 692, 695, 696, 697A, 697, 702, 705, 709, 713, 714-714A, 716, 717, 718, 723A, 725, 729, 732, 739A, 744, 744B, 744A, 745, 745A, 745B, 748, 750, 750A.

Tuesday, April 5, 1932.

Watarappola : Nos. 1, 1A, 3, 9, 10, 11A, 30, 33-33A, 34, 37, 39, 39A, 40, 41, 42A, 43, 43A, 46, 46A, 47, 49, 50, 50A, 59, 59A, 63, 65, 62A, 70, 71, 76, 77, 78, 78B, 78C, 78A, 91, 91B, 92, 106, 107, 114, 116, 119, 44, 43B, 30A.

Wednesday, April 6, 1932.

Watarappola : Nos. 123, 123A, 123B, 124A, 128, 129-129A, 131A, 131G, 135-135A, 138, 143, 147A, 147B, 152, 153, 161B, 166, 171A, 171, 178, 183, 184, 186, 186A, 192A, 207, 209, 210, 210A, 214, 215, 218A, 219A, 221, 227, 231, 233, 233A, 234, 235, 236, 237, 238, 239, 239A.

Thursday, April 7, 1932.

Watarappola : Nos. 240, 240A, 243, 241, 244, 248, 252, 256, 266, 268, 271, 273, 283, 285, 287, 288, 289, 290, 291, 296, 297, 297A, 298, 298A, 298B, 301, 306, 308, 309, 311.

2nd Quarter, 1932.

Friday, April 8, 1932.

Kawdana : Nos. 2A, 3, 6, 7, 7A, 9, 10, 11, 19, 19A, 21, 22, 23, 24, 26, 26A, 27, 28, 29, 35, 35A, 36, 36A, 39, 40, 41, 42, 43, 48, 49, 49A, 52, 64, 64A, 69, 70, 71, 72, 74, 77, 78, 81, 82, 86, 88, 91, 94, 94A, 97, 98, 100.

Monday, April 11, 1932.

Kawdana : Nos. 108, 109, 111, 114B, 114A, 119A, 122, 122, 123, 128, 130, 134, 135, 138, 139, 140, 141, 135B, 152, 157A, 157, 159, 166, 167, 170C, 173, 173A, 178, 178A, 178B, 181, 182, 182A, 184A, 185.

Tuesday, April 12, 1932.

Kawdana : Nos. 186, 188, 193, 194, 197, 198, 200, 200A, 201, 205, 206, 207, 208, 209, 210, 214, 215, 216A, 218, 222, 223, 224, 225, 226, 226A, 229, 234, 238, 239, 240, 241, 245A, 247, 248, 251, 251A, 252, 253, 257, 261, 268, 275, 276, 277.

Wednesday, March 30, 1932.

Ratmalana North : Nos. 3, 6, 7, 16, 18, 21A, 25, 26, 28, 29, 29B, 32, 33, 34, 40, 43A, 42, 44, 45, 46, 47, 48, 48A, 49, 49A, 51, 51A, 51B, 52A, 55A, 55B, 60A, 60B, 60C, 61, 66, 67A, 70, 71, 71A, 73, 73A, 74, 77, 77C, 78, 83, 86A, 92, 93, 100.

Thursday, March 31, 1932.

Ratmalana North : Nos. 112A, 113, 114, 115, 116, 116A, 117, 117B, 118A, 124, 124A, 127, 129A, 137, 137A, 140, 141, 143, 143A, 151, 156, 157, 158, 159, 159A, 159B, 160, 160A, 129.

Friday, April 1, 1932.

Ratmalana North : Nos. 165, 166, 173, 173A, 175, 180, 183, 189, 193, 194, 195, 196, 199, 203, 203A, 205, 207, 209, 212, 213, 214, 216, 218, 220, 221, 222, 223, 224, 225, 226, 228, 229, 229A, 230.

Thursday, April 14, 1932.

Ratmalana North : Nos. 245, 264, 280, 283, 287, 293, 297, 298, 299, 300, 302, 305, 306, 311A, 323, 330, 331, 335, 336, 339, 352, 353, 355, 356, 357, 358, 361, 362, 362A, 363, 364, 377, 389, 436, 445, 354, 365.

Friday, April 15, 1932.

Ratmalana North : Nos. 446, 449, 450, 456, 456A, 456B, 462, 463, 465, 456A, 471, 472, 476, 478A, 480, 500, 500A, 501, 502, 504, 505, 507, 507A-507B, 508A, 511, 512, 512A, 513, 514, 520, 533, 542, 554, 555, 556, 560, 561, 562A, 563, 567, 571, 572, 577, 578, 578A, 580, 581, 461.

Monday, April 4, 1932.

Ratmalana South : Nos. 2, 3, 4-6, 7, 10, 11, 15, 16, 17, 18-18A, 18B, 24, 29, 30, 36B, 36C, 38, 42, 44, 45A, 46, 46A, 47A, 48A, 52, 60, 61, 62, 65, 66, 71, 72, 76, 82A, 81, 84, 86, 87, 89, 89A, 90, 93, 95, 96, 99, 100.

Tuesday, April 5, 1932.

Ratmalana South : Nos. 102, 105, 108, 109, 109A, 109B, 109D, 109E, 111, 113A, 115, 118, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130, 132, 133, 136, 140A, 141A, 142, 142A.

Wednesday, April 6, 1932.

Ratmalana South : Nos. 143, 145, 146, 152, 153A, 154, 155, 160, 161, 162, 163, 172A, 173, 176, 175, 180, 182, 183, 184A, 186, 190, 190A, 193A, 196, 198, 200, 202, 204A, 205, 206, 207.

Thursday, April 7, 1932.

Ratmalana South : Nos. 207A, 215, 222, 226, 228, 230, 231, 232, 235, 235A, 236, 238, 239, 242, 246, 247, 249, 252, 263, 268, 279, 282, 292, 294, 294A, 295, 296, 297, 298.

Friday, April 8, 1932.

Ratmalana South : Nos. 312, 312B, 313, 314, 317, 318, 319, 332, 335, 339A, 340, 341, 343, 347, 351, 355, 353, 357, 357B, 357C, 358, 359, 360, 360B, 362, 365, 372, 372A.

Monday, April 11, 1932.

Ratmalana South : Nos. 373, 385A, 386, 389, 393, 394, 395, 397, 398, 399, 400, 401, 402, 403, 404, 405, 409, 411, 412, 413, 414, 415, 417, 420, 425-425A, 426, 427, 429, 432, 434, 436, 437, 439, 440.

Tuesday, April 12, 1932.

Ratmalana South : Nos. 442, 445, 446, 446A, 455, 456, 457, 458A, 461, 463, 464, 466, 470, 471, 472, 473, 474, 475, 476, 478, 480, 481, 482, 483, 484, 486, 487.

Thursday, April 14, 1932.

Ratmalana South : Nos. 488, 488A, 488E, 489, 490, 491, 492, 493, 494, 495, 496, 496A, 498, 499, 501, 502, 503, 504B, 506, 508, 511, 512, 513, 514, 528, 531, 531A, 533B, 533C, 533D, 536, 534, 542, 545, 547, 548, 550.

Friday, April 15, 1932.

Ratmalana South : Nos. 551, 551A-551B, 555A, 558, 558A, 560, 565, 566A, 567-567A, 569, 570, 573C, 573D, 573E, 573F, 577, 577A, 578, 578A, 581, 581A, 581B, 583, 583A, 584, 585, 586, 588, 589, 589A, 592, 603, 605, 605A, 619, 620, 621, 621A, 622.

LOCAL BOARD NOTICES.

Hatton-Dikoya Local Board.

NOTICE is hereby given that with effect from April, 1932, the monthly meetings of the Board will be held on the 4th Saturday of the month instead of the 3rd Wednesday.

The Kachcheri,
Kandy, March 9, 1932.

H. P. KAUFMANN,
Deputy Chairman.

Sale of Property for Non-payment of Assessment Tax.

NOTICE is hereby given that the sale of the under-mentioned properties which have been seized in terms of section 41 of Ordinance No. 16 of 1865 for default of payment of assessment tax for the 3rd (Third) quarter of 1931, will be sold by public auction under section 2 of Ordinance No. 6 of 1873, at the Ratamahatmaya's Circuit Bungalow at Polgahawela on March 29, 1932, at 11 A.M.

The Kachcheri, Kurunegala, March 10, 1932. S. D. SAMARASINHE, for Chairman, S. B.

Particulars of the Property.

Street.	Assessment No.	Amount. Rs. c.
Kurunegala road	357	0 72
Do.	356	0 36
Alauwa road	499	0 36
Do.	570	0 25
Do.	614	0 54
Galbodagama road	739	0 54
Do.	778	1 8
Do.	785	0 36
Ganegoda road	934	0 36
Total		4 57

TRADE MARK NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trad 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. 5,541. (2) Date of Receipt: February 23, 1932. (3) Applicant (Proprietor of the Trade Mark): Haji Habib Haji Pirmohamed, trading as HAJI HABIB & COMPANY, 82, Fourth Cross street, Pettah, Colombo, general merchants. (4) Class: 42. (5) Goods: Australian flour. (6) Representation of the Trade Mark:



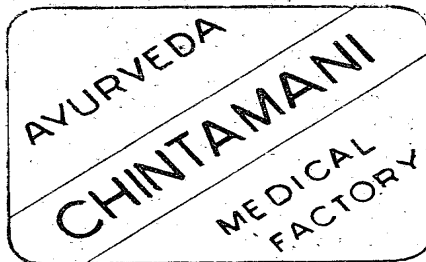
SOLE IMPORTERS FOR CEYLON:
HAJI HABIB & Co.
FOURTH CROSS STREET
COLOMBO.

Registrar-General's Office, Colombo, March 8, 1932. C. COOMARASWAMY, Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 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. 5,526. (2) Date of Receipt: January 25, 1932. (3) Applicant (Proprietor of the Trade Mark): DON MOHOTTIAPPUHAMY RAJAPAKSE SENATHIPATHY, 4, Fanchikawatta road,

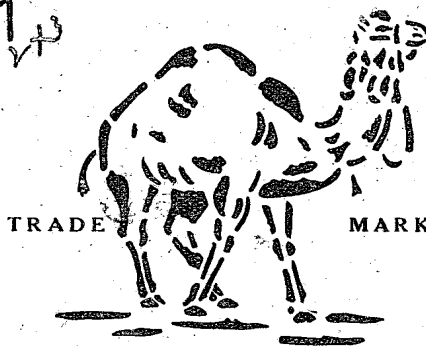
Maradana, Colombo; Ayurvedic physician. (4) Class: 3. (5) Goods: Medicines for human use and medicated soap. (6) Representation of the Trade Mark:



Registrar-General's Office, Colombo, March 8, 1932. C. COOMARASWAMY, Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 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. 5,542. (2) Date of Receipt: February 23, 1932. (3) Applicant (Proprietor of the Trade Mark): Haji Habib Haji Pirmohamed, trading as HAJI HABIB & COMPANY, 82, Fourth Cross street, Pettah, Colombo; general merchants. (4) Class: 39. (5) Goods: Old newspapers. (6) Representation of the Trade Mark:



H P M

SOLE IMPORTERS FOR CEYLON:
HAJI HABIB & Co.
FOURTH CROSS STREET
COLOMBO.

Registration of this trade mark shall give no right to the exclusive use of the initials "H.P.M."

Registrar-General's Office, Colombo, March 8, 1932. C. COOMARASWAMY, Registrar of Trade Marks.

ROAD COMMITTEE NOTICES.

Glenlyon Junction-Agra Branch Road.

(Waverly Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State 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," have assessed the under-mentioned estates to make up the private contributions at the rate of .00562 per acre :-

Total acreage, 5,609.

Government moiety	..	Rs. 33.34
Private contribution	..	Rs. 33.41

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
Ceylon Tea Plantations Co., Ltd.	Waverly	157	0 88
Glasgow Estate Company, Ltd.	Nithsdale	242	1 36
Portmore Tea Estates Co., Ltd.	Portmore	311	1 85
Do.	Aldourie	269	1 51
Lutyens Bros.	Mornington	417	2 33
Ceylon Tea Plantations Co., Ltd.	Ardallie	209	1 15
Heirs of T. Mackie and P. Moir	Lot 112,364 Powysland	165	0 92
Balmore Ceylon Estates Co., Ltd.	Sandringham and Yarvale	542	3 3
New Dimbula Company, Ltd.	Diyagama	3,125	17 55
Heirs of J. M. Sayres	Nutbourne	172	0 95
	Total	31 53	
			Rs. c.
N.B.—Private contribution			33 41
Unexpended balance 1930-31			1 88
	Amount due	31 53	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

(Henfold Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State 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" have assessed the proportion due by each estate in the district interested in the said bridge at the rate of .00914c. per acre:—

Total acreage, 3,614.

Government moiety	Rs. 33 33
Private contributions	Rs. 33 42

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	5 21
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366	3 35
Sumatravale Estates Co., Ltd.	Maria	297	2 70
The Dimbula Valley Tea Co., Ltd.	Lippakele	208	1 90
The Ceylon Estates Investment Association, Ltd.	Macduff	221	2 2
Ceylon Tea Plantations Company, Limited (Col. J. A. S. Agar)	Tangakelle	910	8 32
The Vellekelle Tea Co.	Ouvahkelle	593	5 42
The Dimbula Valley Tea Company	Elgin	291	2 66
Do.	Kellyhill	158	1 44
	Total	33 2	
			Rs. c.
N.B.—Private contribution			33 42
Unexpended balance 1930-31			0 40
			33 2

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

(Kowlahena Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State 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," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of .01c. per acre:—

Total acreage, 3,044.

Government moiety	Rs. 33 33
Private contributions	Rs. 33 42

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366	3 36
Sumatravale Estates Co., Limited	Maria	297	2 97
The Dimbula Valley Tea Co., Ltd.	Lippakele	208	2 8
The Ceylon Estates Investment Association, Ltd.	Macduff	221	2 21
Ceylon Tea Plantations Company, Limited (Col. J. A. S. Agar)	Tangakelle	910	9 10
The Vellekelle Tea Co.	Ouvahkelle	593	5 93
The Dimbula Valley Tea Company	Elgin	291	2 90
Do.	Kellyhill	158	1 58
	Total	30 43	
			Rs. c.
Private contribution			33 42
Unexpended balance 1930-31			2 99
	Amount due	30 43	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Maskeliya-Moray Branch Road.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the above road for the year ending September 30, 1932, the Provincial Road Committee acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate in the district interested in the bridge at the rate of .04647c. per acre, as follows:—

Total acreage, 4,306.

Government moiety	Rs. 200 00
Private contribution	Rs. 200 50

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ceylon and Indian Planters' Association, Ltd.	Laxapana, York, and John's land	866	40 24
The Laxapana Tea Co.	Blantyre	239	11 10
Do.	St. Andrews	321	14 92
C. Johnson	Dalhousie	289	13 43
Do.	Situluganga	143	6 65
A. N. Greig	Suluganga	155	7 20
Ceylon Proprietary Tea Estates Co., Ltd.	Forres	387	17 98

Proprietor or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Uplands Tea Estates Co.	Moray and Valladolid	461	21 42
Do.	Geddes	198	9 20
Do.	Corfu	187	8 69
Do.	Rajamalle	212	9 85
Gartmore Ceylon Tea Co., Ltd.	Gartmore Group, Larchfield, Gartmore, Bevys, and Frogmore	848	39 40
			200 8

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

	Rs. c.
Private contributions	200 50
Unexpended balance, 1930-31	0 42
Amount to be recovered	200 8

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Maskeliya-Cruden Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the Maskeliya bridge on the 1st mile of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the bridge at the rate of '01252c. per acre, as follows:—

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
Sir Thomas Lipton	Bunyan	298	3 73
Do.	Ovoca	255	3 19
J. M. Robertson & Co.	Mocha	588	7 36
Bois Bros. & Co.	Queensland	281	3 52
Whittall & Co.	Bloomfield	262	3 28
Do.	Mottingham	258	3 23
Whittall & Co.	Dunnottar	187	2 34
Do.	Brunswick	256	3 21
Do.	Caskieben	206	2 58
J. M. Robertson & Co.	Midlothian	244	3 6
Do.	Deeside	441	5 52
Geo. Steuart & Co.	Glenguie	382	4 78
Do.	Bargrove	220	2 75
G. B. de Mowbray	Dotala	108	1 35
	Total		49 90

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

	Rs. c.
N.B.—Private contribution	50 12
Unexpended balance, 1930-31	0 22
Amount due	49 90

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Branch Road from Maskeliya to Moray.

(Situla-ganga Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the Situla-ganga bridge on the 35th mile of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of

"The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of '02186c. per acre, as follows:—

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Proprietary Tea Estates Co., Ltd.	Forres	387	8 46
Uplands Tea Estates Co.	Moray and Velladolid	461	10 8
Do.	Geddes	198	4 33
Do.	Corfu	187	4 9
Do.	Rajamalle	212	4 63
Gartmore Ceylon Tea Co., Ltd.	Gartmore, Group, Larchfield, Gartmoer, Bevys, Frogmore	848	18 54
			50 13

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Colonial Treasury, Colombo, on or before April 30, 1932.

	Rs. c.
Private contribution	50 13
Unexpended balance	—
Amount due	50 13

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 1, 1932. Chairman.

Rattota-Gammaduwa Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate in the district interested in the road, as follows:—

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Government moiety			Rs. 3,400 00
Private contributions			Rs. 3,408 50
			1st to 5th section, 5 miles.
			Total acreage, 8,404—Moiety of cost, Rs. 2,426 51—
			Sectional rate, '28873c.—Total rate, '28873c.
Proprietors or Agents.	Estates.	Acreage.	Amount.
Opalgalla Tea and Rubber Company	Opalgalla, including Dawata	879½	253 80
			1st to 6th section, 6 miles.
			Total acreage, 7,525—Moiety of cost, Rs. 485 31—
			Sectional rate, '06449c.—Total rate, '35322c.
Opalgalla Tea and Rubber Estates, Co., Ltd.	Opalgalla Group	1,321½	466 60
Alfred de Silva	Kudaoya	89	31 35
			1st to 7th section, 7 miles.
			Total acreage, 6,115—Moiety of cost, Rs. 485 30—
			Sectional rate, '07936c.—Total rate, '43258c.
Robert de Zoysa	Dromoland, Ewhurst, and Park	504	218 5
Forest Hill Tea Co. (Cumberbatch & Co.)	Mousakanda Group	1,845	798 15
The Deltenne Estates Co., Ltd. (Cumberbatch & Co.)	Gammaduwa Group	1,357	587 2
Ceylon Amalgamated Tea and Rubber Estates, Ltd. (J. M. Robertson & Co.)	Karagahatenna Group	1,233	533 40

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Nambena Estates, Ltd. (Carson & Co.)	Naragala Group	767½	331 80
E. L. Ebrahim Lebbe Marikar	Sinna Hinguru- watta	307	132 80
H. F. Ensor Harris	Altwood	102	44 15
		Total	3,397 12

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

	Rs.	c.
N.B.—Private contribution	3,408	50
Unexpended balance 1930-31	11	38
Amount due	3,397	12

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 2, 1932. Chairman.

Kaduganna-wa-Gampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate interested in the road to make up the private contribution, as follows:—

Government contribution	Rs. 5,000·00
Private contribution	Rs. 5,012·50

1st section, 1 mile.

Total acreage, 3,306½—Moiety of cost, Rs. 741·89—
Sectional rate, ·2244c.—Total rate, ·2244c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. G. de Silva	Belungalla	390	87 52

1st to 2nd section, 2 miles.

Total acreage, 2,916½—Moiety of cost, Rs. 397·48—
Sectional rate, ·13363c.—Total rate, ·35803c.

N. D. J. de Silva	St. Helens	125	44 75
Do.	Nuga Ella	81	29 0

1st to 3rd section, 3 miles.

Total acreage, 2,710½—Moiety of cost, Rs. 341·98—
Sectional rate, ·12619c.—Total rate, ·48422c.

M. B. Neangoda	Retela Ella	25	12 11
M. B. Panabokka	Medrup	78	37 77

1st to 4th section, 4 miles.

Total acreage, 2,607½—Moiety of cost, Rs. 462·48—
Sectional rate, ·1774c.—Total rate, ·66162c.

T. B. Worthington	Wembley	1,061	701 98
E. H. de Silva	Paranapitiya	22	14 56
Mrs. E. Warakaulle	Sadikka	38½	62 19
K. B. Nillagoda	Seevali Hill	48	31 76

1st to 5th section, 5 miles.

Total acreage, 1,388—Moiety of cost, Rs. 341·98—
Sectional rate, ·24638c.—Total rate, ·90800c.

M. Babburetty	Mercantile	114	103 51
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1st to 6th section, 5½ miles.

Total acreage, 1,274—Moiety of cost, Rs. 122·23—
Sectional rate, ·09594c.—Total rate, 1·00394c.

W. Jordon (S. C. Traill)	Alpitakande	488	489 92
H. O. Rodrigo and P. C.			
H. Dias	Gadadessa	505	506 99
E. L. Ebrahim Lebbe Marikar	Frankland	281	282 11

7th to 12th section, 5½ miles.

Total acreage, 1,245—Moiety of cost, Rs. 542·84—
Sectional rate, ·43602c.—Total rate, 1·76277c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
P. F. H. Bayly	Gona Adika	1,008	1,776 87
Dr. H. I. Fernando	Leangaha	43	75 80
V. E. R. M. M. Vairavan Chettiar & Co.	Lokuanga	55	96 95
Simon de Silva	Polkolagolla	80	141 2
M. W. R. de Silva	Augrie	59	104 0

9th to 12th section, 4 miles.

Total acreage, 1,341—Moiety of cost, Rs. 420·61—
Sectional rate, ·31365c.—Total rate, 1·32675c.

S. U. Odayar	Maligatenna	30	39 80
S. K. R. S. K. R. Dora- samy	Rannawella	66	87 57

10th to 12th section, 3 miles.

Total acreage, 1,411—Moiety of cost, Rs. 741·98—
Sectional rate, ·52585c.—Total rate, 1·01310c.

V. R. A. R. Suppiah Pillai	Dhormapury	36	36 47
J. M. Arool Raj	Halgola	34	34 43

11th to 12th section, 2 miles.

Total acreage, 1,802½—Moiety of cost, Rs. 627·10—
Sectional rate, ·34800c.—Total rate, ·48725c.

M. S. N. Omer Batcha	Delvitiya	40	19 49
K. P. A. Carapiah Pillai	Hartfields	140	68 22
Dr. S. C. Paul	Mt. Temple	211½	106 68

12th section, 1 mile.

Total acreage, 1,835½—Moiety of cost, Rs. 255·52—
Sectional rate, ·13925c.—Total rate, ·13925c.

H. Sam de Silva (lessee, T. P. Cunjimooosa)	Sanda Siri	33	4 60
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N.B.—Private contributions	4,996	9
Unexpended balance, 1930-31		
Unexpended balance (flood damages)	16	41
	5,012	50

* (Not available yet ; if any will be adjusted in 1932-33.)

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1932.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 8, 1932. Chairman.

Election of European Member for the District Road Committee, Colombo.

NOTICE is hereby given that under the 26th and 35th clauses of Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the vacant office of European member of the District Road Committee, Colombo, for the unexpired period of 1932 and for 1933 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Western Province at least 10 days before the day of election.

The election will be held on Saturday, April 2, 1932, at 11 A.M. at the Colombo Kachcheri.

M. M. WEDDERBURN,
Provincial Road Committee Office,
Colombo, March 15, 1932. Chairman.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district to make up the private contributions, as follows:—

Government moiety	Rs. 745·00
Private contribution	Rs. 746·86

1st section, $\frac{1}{2}$ mile.			
Total acreage, 2,575—Moiety of cost, Rs. 211·86—			
Sectional rate, ·08228c.—Total rate, ·08228c.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Rangalla Consolidated (E. S. Wilson)	Ranwella	200	16 46
1st and 2nd sections, 1 mile.			
Total acreage, 2,375—Moiety of cost, Rs. 211·86—			
Sectional rate, ·0892c.—Total rate, ·17148c.			
Girindiella Tea Co. (E. R. Cox)	New Tunisgalla	415	71 16
D. O. Connell and E. L. S. Agar (A. W. Maddock)	Tunisgala	437	74 94
Girindiella Tea Co. (E. R. Cox)	Girindiella	351	60 19
1st to 4th section, $1\frac{1}{2}$ mile.			
Total acreage, 1,172—Moiety of cost, Rs. 317·77—			
Sectional rate, ·27114c.—Total rate, ·44262c.			
Galaha and Ceylon Tea and Agency Co. (C. H. Todd)	Cottaganga	612	270 88
Gordon Frazer & Co., Ltd. (J. D. Morrison)	Gonawela	560	247 86
Total			741 49

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

N.B.—Private contribution		Rs. c.
Unexpended balance, 1930-31		746 86
		5 37
		741 49

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932. Chairman.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Government moiety		Rs. 2,430·00	
Private contributions		Rs. 2,436·07	
1st to 5th section, $2\frac{1}{2}$ miles.			
Total acreage, 4,099—Moiety of cost, Rs. 1,273·44			
Sectional rate, ·31066c.—Total rate, ·31066c.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
The Ceylon Amalgamated Co., Ltd. (J. M. Robertson & Co.)	Nugagalla	222	68 97
1st to 8th section, $3\frac{1}{2}$ miles.			
Total acreage, 3,877—Moiety of cost, Rs. 636·72			
Sectional rate, ·16423c.—Total rate, ·47489c.			
Geo. Johnstone	Nawangalla	304	144 37
1st to 10th section, 4·77 miles.			
Total acreage, 3,573—Moiety of cost, Rs. 519·58			
Sectional rate, ·14541c.—Total rate, ·62030c.			
Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall)	Meemunugala	537	333 10
Do.	Deanstone	576	357 30
Ceylon Amalgamated Co. (J. M. Robertson & Co.)	Hare Park	454	281 62
Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall)	Kobonella	718	445 38
	Fincham's Land No. 1	96	59 55
Puncha, Vidana Duraya	Fincham's Land No. 2	31½	19 55
Ceylon Amalgamated Co. (H. L. Murray)	Ensalwatta	265	164 70
Do.	Dehigolla	475	294 64
Do.	Loolowatta	309	191 67
S. P. Santhiveeram and M. Aiyasamy	Seeacumbura	31	19 23
Ceylon Amalgamated & Co.	Yahangalla	80	49 62
Total			2,429 70

N.B.—Private contribution		Rs. c.
Deduct unexpended balance, 1930-31		2,436 7
		6 37
		2,429 70

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932. Chairman.

Duckwari-Ferndale Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety		Rs. 1,180·00	
Private contribution		Rs. 1,182·95	
1st section, $\frac{1}{2}$ mile.			
Total acreage, 3,623—Moiety of cost, Rs. 226·59—			
Sectional rate, ·06254c.—Total rate, ·06254c.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
The Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, Martin M. Smith	Peru	138	8 63
1st and 2nd sections, $1\frac{1}{2}$ mile.			
Total acreage, 3,485—Moiety of cost, Rs. 226·59—			
Sectional rate, ·06502c.—Total rate, ·12756c.			
The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Rangalla	130	16 58
1st to 3rd section, $2\frac{1}{2}$ mile.			
Total acreage, 3,355—Moiety of cost, Rs. 226·60—			
Sectional rate, ·06754c.—Total rate, ·19510c.			
The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Poodelgodde	331	64 58
1st to 4th section, 3 miles.			
Total acreage, 3,024—Moiety of cost, Rs. 226·60—			
Sectional rate, ·07493c.—Total rate, ·27003c.			
The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Madultenne	202	54 55
1st to 5th section, $3\frac{1}{2}$ miles.			
Total acreage, 2,822—Moiety of cost, Rs. 226·60—			
Sectional rate, ·08030c.—Total rate, ·35033c.			
The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Kaladuriya	216	75 67
Gordon Frazer & Co. (A. H. Kerr)	Ferndale	310	108 60
Galaha Co. (A. H. Kerr)	Liangapella	338	118 41
Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Esperanza	523	183 22
Do.	Mount Mar and Winchfield Park	500	175 17
Aitken Spence & Co. (D. C. Mortimer)	St. Martins	334	117 2
Lewis Brown & Co., Ltd. (J. K. Olney)	Burnside Group	487	170 61
Lewis Brown & Co., Ltd.	Angroowella	114	39 94
Total			1,132 98

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 30, 1932.

N.B.—Private contributions		Rs. c.
Deduct unexpended balance, 1930-31		1,182·95
		49 97
		1,132 98

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 15, 1932. Chairman.

Glenlyon Junction-Agra Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,750·00		
Private contributions	Rs. 2,756·87		
1st section, 35 miles.			
Total acreage, 8,954—Moiety of cost, Rs. 205·20.—			
Sectional rate, 02292c.—Total rate, 02292c.			
		Amount.	
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Ceylon Tea Plantation Company, Limited	Glenlyon, Stair, and Polmont	672	15 40
1st to 3rd section, 1·60 miles.			
Total acreage, 8,282—Moiety of cost, Rs. 732·89.—			
Sectional rate, 08849c.—Total rate, 11141c.			
Agra Ouvah Estates Co.	Agra Ouvah	331	36 88
Do.	Fankerton	193	21 50
Anglo Ceylon and General Estates Co., Ltd.	Holmwood	404	45 0
1st to 4th section, 2·10 miles.			
Total acreage, 7,354—Moiety of cost, Rs. 293·16—			
Sectional rate, 03988c.—Total rate, 15127c.			
Galaha Ceylon Tea Estates and Agency Co.	Hauteville	320	48 41
Do.	Woodlake	162	24 51
Do.	Freshwater	251	37 97
Do.	St. George	263	39 78
1st to 5th section, 2·60 miles.			
Total acreage, 6,358—Moiety of cost, Rs. 293·16—			
Sectional rate, 04611c.—Total rate, 19738c.			
John K. Gilliat & Co. (Cumberbatch & Co.)	Sutton	277	54 67
Glasgow Estates Company, Ltd.	Glasgow	472	93 16
1st to 6th section, 3·10 miles.			
Total acreage, 4,941—Moiety of cost, Rs. 293·16—			
Sectional rate, 05227c.—Total rate, 24965c.			
Ceylon Tea Plantation Co., Ltd.	Waverely	157	39 20
Portmore Tea Estates Co., Ltd.	Aldourie	269	67 16
1st to 7th section, 3·60 miles.			
Total acreage, 5,183—Moiety of cost, Rs. 293·16—			
Sectional rate, 05656c.—Total rate, 30621c.			
Glasgow Estates Company, Ltd.	Nithsdale	242	74 10
1st to 8th section, 3·85 miles.			
Total acreage, 4,941—Moiety of cost, Rs. 146·58—			
Sectional rate, 02967c.—Total rate, 33588c.			
Portmore Tea Estates Co., Ltd.	Portmore	311	104 46
Balmore Ceylon Estates Co., Ltd.	Sandringham and Yarravale	542	182 5
Heirs of T. Mackie and P. Moir	Lot 112,364 Powsland	165	55 42
1st to 9th section, 4·10 miles.			
Total acreage, 3,923—Moiety of cost, Rs. 146·58—			
Sectional rate, 03736c.—Total rate, 37324c.			
Lutyens Bros.	Mornington	417	155 64
Ceylon Tea Plantations Co., Ltd.	Ardaille	209	78 0
1st to 10th section, 4·60 miles.			
Total acreage, 3,297—Moiety of cost, Rs. 293·16—			
Sectional rate, 08892c.—Total rate, 46216c.			
New Dimbula Company, Ltd.	Diyagama	3,125	1,444 25
Heirs of J. M. Sayres	Nutbourne	172	79 49
Total .. 2,697 5			

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 15, 1932.

	Rs. c.
N.B.—Private contributions on maintenance estimates	2,756 87
Unexpended balance, 1930-31	59 82
Amount to be recovered on account 1931-32	2,697 5

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932.

Glenlyon-Preston Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	Rs. 1,400·00		
Private contributions	Rs. 1,403·50		
1st to 4th section, 1·68 miles.			
Total acreage, 2,491—Moiety of cost, Rs. 887·84—			
Sectional rate, 35642c.—Total rate, 35642c.			
	Amount.		
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Ceylon Tea Plantations Co., Ltd. (P. P. C. Walker)	Glenlyon	627	223 48
Agra Elbedde Tea Co. (Carson & Co.)	Agra Elbedde	276	98 37
1st to 5th section, 2·18 miles.			
Total acreage, 1,588—Moiety of cost, Rs. 260·10—			
Sectional rate, 16379c.—Total rate, 52024c.			
Torrington Tea Estate Co. Ltd. (E. E. Lee)	Helbeck, Mossend, and Torrington	528	274 67
1st to 6th section, 2·55 miles.			
Total acreage 1,060—Moiety of cost, Rs. 192·45—			
Sectional rate, 18156c.—Total rate, 70177c.			
A. R. Ashton (E. E. Lee)	Iona	113	79 30
Ceylon Tea Plantations Co., Ltd. (P. P. C. Walker)	Polmont	45	31 58
P. B. Seton (D. L. Williams)	New Preston	167	117 20
A. G. & C. A. Seton (D. L. Williams)	Preston	250	175 44
The Albion Tea Estate Co., Ltd. (N. D. Evans)	Albion	289	202 80
A. G. & C. A. Seton (D. L. Williams)	St. Margaret's	196	137 55
Total .. 1,340 39			
Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1932.			
	Rs. c.		
N.B.—Private contributions	1,403 50		
Unexpended balance on estimates D 201, 14, D 783	63 11		
1,340 39			

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	Rs. 1,900·00
Private contributions	Rs. 1,804·50

From 1st to end of 2nd section, 1 mile.

Total acreage, 3,869—Moiety of cost, Rs. 584·61—
Sectional rate, ·15110c.—Total rate, ·15110c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Heirs of J. M. Smith (G. M. Smith)	Caledonia	255	38 53
Admiral Sir Thomas Jackson, K.C.B. (J. E. Baillie Hamilton)	Henfol and St. Regulas	570	86 13
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366	55 30

From 1st to end of 3rd section, 1½ mile.

Total acreage, 2,678—Moiety of cost, Rs. 292·31—
Sectional rate, ·10915c.—Total rate, ·26025c.

Sumatravale Estates Co., Limited	Maria	297	77 30
The Dimbulu Valley Tea Co., Ltd.	Lippakele	208	54 13

From 1st to end of the 6th section, 3 miles.

Total acreage, 2,173—Moiety of cost, Rs. 876·93—
Sectional rate, ·40356c.—Total rate, ·66381c.

The Ceylon Estates Investments Associa- tion, Limited	Macduff	221	146 70
Ceylon Tea Plantations Company, Limited (Co. J. A. S. Agar)	Tangakelle	910	604 7
The Vellekelle Tea Com- pany	Ouvakelle	593	393 64
The Dimbulu Valley Tea Company	Elgin	291	193 17
Do.	Kellyhill	158	104 88
Total			1,753 85

Which sums the proprietors, managers, or agents of the
several estates are hereby required to pay into the Colonial
Treasury, Colombo, on or before May 15, 1932.

N.B.—Private contributions	Rs. c.	1,804 50
Unexpended balance, 1930-31		50 65

Amount to be recovered on account 1931-32 .. 1,753 85

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932. Chairman.

High Forest-Bramley Branch Road.

NOTICE is hereby given that the Governor with the
advice and consent of the State Council, having
agreed to grant the under-mentioned sum for the mainte-
nance of the above road for the year ending September 30,
1932, the Provincial Road Committee, acting under the
provisions of "The Branch Roads Ordinance, 1896," have
assessed the proportion due by each estate in the district
interested, as follows:—

Government moiety	Rs. 1,000·00
Private contributions	Rs. 1,002·50

1st to 3rd section, 1·50 mile.

Total acreage, 3,063—Moiety of cost Rs. 692·28 —
Sectional rate, ·22601c.—Total rate, ·22601c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. M. Robertson & Co. (R. K. Lowry)	Rilamulla	231	52 21

1st to 4th section, 1·92 mile.

Total acreage, 2,832—Moiety of cost, Rs. 168·15—
Sectional rate, ·05938c.—Total rate, ·28539c.

Carson & Co. (S. Howard)	Bramley	297	84 76
Boustead Bros. (S. Howard)	Lauriston	235	67 7
Whittall & Co. (W. Polson)	High forest	1,609	459 19
Bois Bros. & Co., Ltd. (G. Abbott)	Kurunduoya	691	197 20
*E. B. Robinson	Alma Group		100 0

960 43

Which sums the proprietors, managers, or agents of the
several estates are hereby required to pay into the Colonial
Treasury, Colombo, on or before April 30, 1932.

N.B.—Private contributions	Rs. c.	1,002 50
Unexpended balance, 1930-31		42 7
Amount to be recovered on account		960 43

* Nominal contribution.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, March 14, 1932. Chairman.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Provincial Road
Committee of the Central Province, acting under the
provisions of "The Estate Roads Ordinance, No. 12 of
1902," have assessed the proportion due by each estate
interested in the above-mentioned road, as follows, to make
up the amount (Rs. 3,660) of the private contribution on
the estimate for the maintenance of the road for the twelve
months ending September 30, 1932:—

(Government moiety, Rs. 2,522·25.)

1st section, 1 mile.

Government contribution	Rs. 330·79
Private contribution	Rs. 472·13
Rs. 802·92	

Total acreage, 1,360—Rate per acre, ·3472c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (A. Hud- son)	Vedshetta	902	313 12
A. P. D. T. Ponnampalam- pillai and partners	Erin	458	159 1
			472 13

2nd section, 1 mile.

Government contribution	Rs. 330·79
Private contribution	Rs. 472·13
Rs. 802·92	

Total acreage, 1,360—Rate per acre, ·3472c.

Galaha Ceylon Tea Estates and Agency Co. (A. Hud- son)	Vedshetta	902	313 12
A. P. D. T. Ponnampalam- pillai and partners	Erin	458	159 1
			472 13

3rd section, 1 mile.

Government contribution	Rs. 330·79
Private contribution	Rs. 472·13
Rs. 802·92	

Total acreage, 458.

A. P. D. T. Ponnampalam- pillai and partners	Erin	458	472 13
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4th section, first half mile.

Government contribution	Rs. 165·39
Private contribution	Rs. 236·07
Rs. 401·46	

Total acreage, 458.

A. P. D. T. Ponnampalam- pillai and partners	Erin	458	236 7
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4th section, second half mile.

Government contribution	Rs. 165·39
Private contribution	Rs. 236·07

Rs. 401·45

Total acreage, 2,396.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	236 6

5th section, 1 mile.

Government contribution	Rs. 330 79
Private contribution	Rs. 472 13
	Rs. 802 92

Total Acreage, 2,396.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	472 13
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6th section, 1 mile.

Government contribution	Rs. 330 79
Private contribution	Rs. 472 13
	Rs. 802 92

Total acreage, 2,821—Rate per acre, 16736c.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	401 0
Cumberbatch & Co. (G. C. Colling)	New Forest	425	71 13
			472 13

7th section, 1 mile.

Government contribution	Rs. 330 79
Private contribution	Rs. 472 13
	Rs. 802 92

Total acreage, 4,579—Rate per acre, 10311c.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	247 5
Cumberbatch & Co. (G. C. Colling)	New Forest	425	43 82
Ceylon Amalgamated Tea Co. (C. Gibbon)	Yarrow Group	408	42 6
Lipton, Limited (L. E. Halliday)	Pooprassie Group	1,350	139 20
			472 13

8th section, ½ mile.

Government contribution	Rs. 206 73
Private contribution	Rs. 295 09
	Rs. 501 82

Total acreage, 4,579—Rate per acre, 06444c.

Gordon Frazer & Co. (R. McConnell)	Le Vallon	2,396	154 40
Cumberbatch & Co. (G. C. Colling)	New Forest	425	27 40
Ceylon Amalgamated Tea Co. (C. Gibbon)	Yarrow Group	408	26 29
Lipton, Limited (L. E. Halliday)	Pooprassie Group	1,350	87 0
			295 9

Abstract.

	Rs. c.		Rs. c.
Vedehetta	626 24	Pooprassie	226 20
Erin	1,026 22	Binna	60 0
Le Vallon	1,510 64		
New Forest	142 35		3,660 0
Yarrow	68 35		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, of the Local Committee (Mr. A. Hudson, Vedehetta estate, Galaha) on or before May 15, 1932.

Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

H. W. CODRINGTON,

Provincial Road Committee's Office, Chairman,
Kandy, March 15, 1932.

Wallaha Branch Road.

(Between Tillicoultry and Eildon Hall Estates.)

NOTICE is hereby given that the Governor, with the advice and consent of the State Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1932, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	Rs. 1,000 0
Private contributions	Rs. 1,002 50

1st section, 91 mile.

Total acreage, 4,170—Moiety of cost, Rs. 463 64—
Sectional rate, 11118c.—Total rate, 11118c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
The Dimbula Valley Company	Tillicoultry	401	44 58
The Ceylon Tea Plantations Company, Limited	Wallaha	290	32 25
A. V. & J. H. Renton	Talankande	268	29 80

From 1st to end of 2nd section, 1 91 mile.

Total acreage, 3,211—Moiety of cost, Rs. 509 50—
Sectional rate, 15867c.—Total rate, 26985c.

E. Temple	Diyanilakele	267	72 5
The Dimbula Valley Tea Co., Ltd.	Mousaella	550	148 44
Eildon Hall Tea and Rubber Co., Ltd.	Eildon Hall	413	111 45
Bambarakele Estate Tea Co., Ltd.	Bambarakele	486	131 15
Do.	Dell	100	26 98
T. Fairhurst and W. C. Oswald	Oddington	100	26 98
D. J. Maitland	Melton	207	55 86
J. Fairhurst (W. C. Oswald)	Ferham	273	73 67
Scottish Tea and Lands Co., Ltd.	Rahanwatta	306	82 57
Do.	Queenwood	233	62 88
Eildon Hall Tea and Rubber Co., Ltd.	Agra	276	74 48
	Total		973 14

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 15, 1932.

Private contribution	Rs. c.
Unexpended balance	1,002 50
	29 36
	973 14

H. W. CODRINGTON,

Provincial Road Committee's Office, Chairman,
Kandy, March 14, 1932.

Leangahawela-Poonagalla Branch Road.

NOTICE is hereby given that the notification *re* the above appearing in *Government Gazette* No. 7,904 of February 5, 1932, is cancelled, and the following gentlemen have been elected under the "Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee, for the Leangahawela-Poonagalla road for the years 1932 and 1933:—

Mr. R. G. Coombe (Chairman), Poonagalla Group.
Mr. R. H. Semmence, Mahakande and Malvern estates.
Mr. G. R. Pippet, Ampitiyakande and Arnhall estates.
Mr. A. L. Bell, Broughton estate.
Mr. A. Drybrough, Leangahawela estate.

H. W. CODRINGTON,

Provincial Road Committee's Office, Chairman,
Kandy, March 15, 1932.Provincial Road Committee,
Badulla, March 7, 1932.G. DE SOYZA,
for Chairman.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of February, 1932:—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on January 31, 1932	182,602,902	0	In vault on February 29, 1932	140,309,000	0
Add Notes received in February, 1932	3,100,000	0	In circulation on February 29, 1932	41,838,902	0
	185,702,902	0			
Deduct Notes destroyed in February, 1932	3,555,000	0			
	182,147,902	0		182,147,902	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	41,838,902	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	13,662,076	83
	46,735,515	78		46,735,515	78

3.—Average amount of Notes in circulation during the month	41,838,902	0
Average amount of Coin in vault during the month.	13,662,076	0

4.—Details of Investments and Securities.

	Face Value.			Face Value. (£1 = Rs. 13·33)		Purchase Value. (£1 = Rs. 13·33)		Market Value. (Sterling at Rate of the Day.)	
	£	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	16,449,369	9
Local Loans, 3 per cent.	44,438	5	10	592,510	56	378,847	83	368,168	16
Conversion Loan, 3½ per cent.	26,821	4	11	357,616	61	281,246	67	268,065	48
Consolidated Loan, 4 per cent.	22,226	5	8	296,350	44	256,524	6	248,447	18
Conversion Loan, 4½ per cent.	80,847	6	1	1,077,964	6	1,025,845	78	1,025,985	58
Indian Stock, Sterling	171,000	14	7	2,280,009	72	2,051,025	36	1,521,276	74
Indian 5 per cent. War Loan, 1929/47	—	—	—	10,788,200	0	10,137,322	88	9,142,999	50
Government of India, 5 per cent. Loan 45/55	—	—	—	42,300	0	41,618	50	40,290	75
Government of India, 5 per cent. Loan 39/44	—	—	—	897,700	0	866,316	70	765,289	25
Total	—	—	—	35,667,363	56	33,073,438	95	29,829,891	73

Currency Office,
Colombo, March 8, 1932.

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