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THE  
**CEYLON GOVERNMENT  
 GAZETTE**

No. 8,125 — FRIDAY, JUNE 7, 1935.

*Published by Authority.*

**PART I.—GENERAL.**

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

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## PROCLAMATIONS BY THE GOVERNOR.

M./A. L. No. A. C. 17/35

BY HIS EXCELLENCY THE GOVERNOR.

### A PROCLAMATION.

R. E. STUBBS.

KNOW Ye that We, the Governor, by virtue of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," and by Article 93 of the Ceylon (State Council) Order in Council, 1931, do hereby remit—

(a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of—

	Date of Registration.
Mahadowa Estate Employees' Co-operative Society, Limited	April 5, 1935
Sinnapittia Estate Labourers' Co-operative Thrift Society, Limited	April 23, 1935
Mawittara Co-operative Society	April 3, 1935
Pore Co-operative Society	April 3, 1935
Matalana East Co-operative Society	April 3, 1935
Demaladuwa Co-operative Society	April 3, 1935
Kadurupokunu West Co-operative Society	April 25, 1935
Utuan-Bogahawatta Co-operative Society	April 25, 1935
Matara-Walpola Co-operative Society	April 25, 1935
Kamburugamuwa West Co-operative Society	April 25, 1935
Balagoda Co-operative Society	April 27, 1935
Pagoda Co-operative Society	April 27, 1935
Yakkalamulla Co-operative Society	April 27, 1935
Keembiela Co-operative Society	April 27, 1935
Kumbaloluwa Co-operative Society	April 27, 1935
Kottawa Co-operative Society	April 27, 1935
Mawila-Nathandiya Co-operative Society	April 30, 1935
Ranapanadeniya Co-operative Society	April 30, 1935
Vilvalai Co-operative Society	April 4, 1935
Pelawa Pahalagana Co-operative Society	April 24, 1935
Doloswala Co-operative Society	April 24, 1935
Sidurupitiya Co-operative Society	April 24, 1935
Bebalagama Co-operative Society	April 24, 1935
Mamudawela Kulangana Co-operative Thrift Society, Limited	April 25, 1935
Ratmeewala Kulangana Co-operative Thrift Society, Limited	April 25, 1935
Ambagamuwe Gonawela Co-operative Society	April 25, 1935
Yatinuwara Udawela Co-operative Society	April 25, 1935
Yahalebedda Co-operative Society	April 25, 1935
Watapotha Co-operative Society	April 25, 1935
Gurugama Co-operative Society	April 26, 1935
Aththalapitiya Co-operative Society	April 26, 1935
Alupotha Co-operative Society	April 26, 1935
Hathigamuwa Co-operative Society	April 27, 1935
Kotabogoda Co-operative Society	April 27, 1935
Ginipenda Co-operative Society	April 27, 1935
Badulla Kulangana Co-operative Society	April 27, 1935
Dodangaslanda Co-operative Urban Bank, Ltd.	April 30, 1935
Kalawana Co-operative Society	April 30, 1935
Weligodapola Co-operative Society	April 30, 1935
Wewala Kulangana Co-operative Society	April 30, 1935
Kotuwelanda Co-operative Society	April 30, 1935
Wewalkandura Co-operative Society	April 30, 1935
Raitalawa Co-operative Society	April 30, 1935

or by an officer or member of the said societies, and relating to the business of the said societies are chargeable as from the respective dates noted against the names of the said societies;

(b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

By His Excellency's command,

G. M. RENNIE,

Kandy, June 4, 1935.

Secretary to the Governor.

GOD SAVE THE KING.

M./C. &amp; W. O. B. 6377/G. M. R.

BY HIS EXCELLENCY THE GOVERNOR.

### A PROCLAMATION.

R. E. STUBBS.

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

And whereas it is deemed expedient to declare the road crossed by the railway between Galoya and Kantalay Stations in the Eastern Province a "minor crossing":

Now know Ye that We, the Governor, do hereby under section 34 (1) of "The Ceylon Railways Ordinance, 1902," declare the road defined in the schedule hereto to be a "minor crossing" as from June 24, 1935, and that the said "minor crossing" shall not be closed by gates.

By His Excellency's command,

G. M. RENNIE,

Kandy, June 5, 1935.

Secretary to the Governor.

GOD SAVE THE KING.

### SCHEDULE.

Railway Mileage.	Description.	Class.
M. C. L. 158 5 21	Road from Trincomalee/Kandy road to Perathuveli	III.

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

No. 276 of 1935.

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

J 123/34

Mr. C. H. W. KANNANGARA to be Office Assistant to the Government Agent, North-Western Province, from June 1, 1935, until further orders.

I 531/34

Mr. M. W. H. DE SILVA, Assistant to the Attorney-General, to act as Deputy Solicitor-General with effect from May 1, 1935, until further orders.

J 123/34

Mr. J. B. TOUSSAINT to be Deputy Fiscal, Colombo, and a Justice of the Peace for the District of Colombo, from June 1, 1935, until further orders.

By His Excellency's command,

Chief Secretary's Office,  
Colombo, June 4, 1935.F. G. TYRRELL,  
Chief Secretary.

No. 277 of 1935.

I 775/34

HIS EXCELLENCY THE GOVERNOR has been pleased to order the following acting appointments with effect from May 20, 1935, during the absence of Mr. R. PATRICK, on leave or until further orders:—

Dr. I. SANDHAMAN to act as 1st Assistant Director of Education.

Mr. W. R. WATSON to act as 2nd Assistant Director of Education.

Mr. J. C. WIREKOON to act as 3rd Assistant Director of Education.

By His Excellency's command,

Chief Secretary's Office,  
Colombo, June 5, 1935.F. G. TYRRELL,  
Chief Secretary.

No. 278 of 1935.

I 215/35

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. P. G. MACFARLANE to act in the following appointments with effect from May 8, 1935 :—

(a) Engineer Surveyor of Shipping under sections 724 and 727 of The Merchant Shipping Act, 1894.

(b) Ship Surveyor under section 727 of The Merchant Shipping Act, 1894, and section 75 of The Merchant Shipping Act, 1906.

(c) Examiner under section 3 of Ordinance No. 11 of 1907 for issue of certificates of competency of Engineers of Launches.

(d) Examiner of steam boilers, drivers, and licensed vessels under section IX. of The Port Rules framed under section 6 of "The Masters Attendant's Ordinance, No. 6 of 1865."

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, June 1, 1935. Chief Secretary.

No. 279 of 1935.

J 11/35

IT is hereby notified that Mr. D. B. SENEVIRATNE, Assistant Settlement Officer, ceased to act as Additional Assistant Government Agent, Kurunegala, in addition to his own duties, from June 1, 1935.

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, May 28, 1935. Chief Secretary.

No. 280 of 1935.

N 77/35

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Reverend Father T. M. F. LONG, O.M.I., as Honorary Roman Catholic Chaplain, Ceylon Defence Force, with effect from April 24, 1935.

Notification No. 231 dated May 7, 1935, appearing in Government Gazette No. 8,121 dated May 16, 1935, is hereby cancelled.

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, June 4, 1935. Chief Secretary.

No. 281 of 1935.

N 9/35

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Army Service Corps with effect from May 28, 1935 :—

To be Lieutenant.—Second Lieutenant NORMAN KIRK.

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, June 1, 1935. Chief Secretary.

No. 282 of 1935.

N 23/35

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Light Infantry with effect from January 10, 1935, to fill an existing vacancy :—

To be Lieutenant and Quartermaster.—Company Quartermaster Sergeant ELMER JOHN WINFRED SOLOMONS, C.L.I.

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, May 30, 1935. Chief Secretary.

No. 283 of 1935.

CF 84/33

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. F. J. SOERTSZ, K.C., to act in the office of a Puisne Justice from June 4, 1935, until the vacancy created by the retirement of Mr. Justice DRIEBERG shall be supplied by a new appointment, or until His Excellency shall otherwise direct.

By His Excellency's command,  
Attorney-General's Chambers, E. ST. J. JACKSON,  
Colombo, May 31, 1935. Attorney-General.

No. 284 of 1935.

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

CF 90/29

Mr. L. G. POULIER to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. R. R. SELVADURAI, on June 9 and 10, 1935, or until the resumption of duties by that officer.

CF 47/29

Mr. N. SINNETAMBY to be, in addition to his own duties, an Additional District Judge, Jaffna, from June 2 to 6, 1935, to hear D. C., Jaffna, case No. 5,289.

CF 37/29

Mr. V. RAMASWAMY to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, during the absence of Mr. J. WILMOT PERERA, from June 1 to 19, 1935.

CF 91/29

Mr. M. C. F. POTGER to act as District Judge, Badulla, and Commissioner of Requests and Police Magistrate, Badulla-Haldummulla, during the absence of Mr. H. A. DE SILVA, on May 30 and 31 and June 3, 1935.

CF 91/29

Mr. H. J. PINTO to act as District Judge, Badulla, and Commissioner of Requests and Police Magistrate, Badulla-Haldummulla, during the absence of Mr. H. A. DE SILVA, on June 1 and 2, 1935.

CF 93/29

Mr. G. S. SURAWEEERA to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. J. N. VETHAVANAM, from June 7, 1935, or until further orders.

CF 89/29

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, and Additional District Judge, Galle, during the absence of Mr. U. P. WEERASINGHE, on June 4 and from June 7 to 10, 1935.

CF 87/29

Mr. FRANK MARKUS to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Kurunegala, during the absence of Mr. N. SINNETAMBY, from June 3 to 6, 1935, or until the resumption of duties by that officer.

CF 64/29

Mr. D. J. K. GOONETILLEKE to be an Additional Police Magistrate, Kalutara, on May 28, 1935.

CF 98/29

Mr. P. B. TENNAKON to be an Additional Police Magistrate, Gampaha, on June 8, 1935, to try P. C., Gampaha, case No. 34,885.

CF 49/29

Mr. G. BANNING DE VOS to act as Police Magistrate, Additional Commissioner of Requests, and Additional District Judge, Kandy, and Additional Police Magistrate and Additional Commissioner of Requests, Dumbara, during the absence of Mr. S. F. AMERASINGHE, from June 4, 1935, until further orders.

CF 6/29

Mr. H. W. E. DIAS WANIGASEKERA to be an Additional Police Magistrate, Dumbara, and an Additional District Judge, Kandy, on June 1, 1935, to hear P. C., Teldeniya, case No. 1,716.

CF 90/29

Mr. H. E. WICKRAMANAYAKE to be an Additional Police Magistrate, Tangalla, on June 12, 1935, to try P. C., Tangalla, case No. 37,442.

CF 49/29

Mr. NIGEL I. LEE to act as Municipal Magistrate, Kandy, during the absence of Mr. S. F. AMERASINGHE, from June 4, 1935, until further orders.

CF 36/35

Mr. S. SANTIAPILLAI to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Jaffna, while holding the office of Maniagar of Delft, with effect from May 29, 1935.

By His Excellency's command,  
Attorney-General's Chambers, E. ST. J. JACKSON,  
Colombo, June 4, 1935. Attorney-General.

## No. 285 of 1935.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. NAGAMUTTU VEERAVAGU to be an Inquirer for the Chief Headman's division of Tenmarachi in the District of Jaffna, Northern Province, while holding the office of Udaiyar of Chavakachcheri, with effect from May 31, 1935.

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,  
Colombo, May 31, 1935. Attorney-General.

## No. 286 of 1935.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of the Criminal Procedure Code, 1898, to appoint Mr. GONIGODAWALAUWE BALAGALLE RAJAPAKSA MUDIYANSELAGE ABEYRATNE to be an Inquirer for Bintenne division in the District of Badulla, Province of Uva, while holding the office of Town Arachchi of Alutnuwara, with effect from May 24, 1935, *vice* Mr. R. S. M. TIKIRI BANDA JAYAWARDANA, resigned.

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

By His Excellency's command,

Attorney-General's Chambers, E. ST. J. JACKSON,  
Colombo, May 24, 1935. Attorney-General.

## No. 287 of 1935.

A 405/35

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint under the provisions of Chapter XXVI. of the Criminal Procedure Code, 1898, as amended by Ordinance No. 31 of 1919, Mr. A. C. P. ABAYAKOON, Mudaliyar of Rayigam korale, as a Probation Officer for the judicial district of Kalutara for a period of 13 months in the first instance with effect from May 15, 1935, *vice* Gate Mahāndiram R. B. KARUNARATNE, resigned.

G. C. S. COREA,  
Acting Minister for Home Affairs.

The Ministry of Home Affairs,  
Colombo, May 23, 1935.

## No. 288 of 1935.

AR 20/34

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR, in the exercise of the powers in him vested by section 9 of the Rubber Control Ordinance, No. 6 of 1934, has been pleased to appoint Messrs. C. W. MACKIE, W. R. MATHEW, and J. W. GRIFFIELD to be members of the Rubber Advisory Board in place of Messrs. L. P. HAYWARD, C. R. LAWES, and D. T. RICHARDS, respectively.

D. S. SENANAYAKE,  
Minister for Agriculture and Lands.

Colombo, May 31, 1935.

## No. 289 of 1935.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DHARMADASA WEERAWARDHANA BIYANWILA to be a Notary Public throughout Udugaha and Meda pattus of Siyane korale in Colombo District with residence and office at Attanagalla and an additional office at Urapola, and to practise as such in the Sinhalese language.

PERI SUNDARAM,  
Minister for Labour, Industry and Commerce.  
Colombo, May 29, 1935.

## No. 290 of 1935.

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

PERI SUNDARAM,  
Minister for Labour, Industry and Commerce.

Colombo, May 28, 1935.

## No. 291 of 1935.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. RANATUNGA KULASEKARA JEREMIAS PERERA RATNAYAKA to be a Notary Public throughout Kotmale division of Nuwara Eliya District with residence and office at Nawangama and an additional office at Niyangandora, and to practise as such in the Sinhalese language.

PERI SUNDARAM,  
Minister for Labour, Industry and Commerce.  
Colombo, May 28, 1935.

## APPOINTMENTS, &c., OF REGISTRARS.

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

ELIATAMBY POOPALAPILLAI to act as Registrar of Lands, Trincomalee, for eighteen days from June 4, 1935, during the absence of the Registrar, R. N. N. NILES, on leave.

LOQULIYANABADALGE DON JAYATILLEKE to act as Registrar of Lands, Chilaw, on June 1, 1935, during the absence of the Registrar, L. F. E. FERNANDO, on leave.

MOOTHATHAMBY TAMBYAIAH to act as Registrar of Lands, Anuradhapura, for three days from May 27, 1935, during the absence of the Registrar, H. D. RIGOBERT, on leave.

Registrar-General's Office,  
Colombo, June 1, 1935.

J. C. W. ROCK,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

H 1237/35

IT is hereby notified that an examination under the regulations of January 11, 1924, for gentlemen in the Civil Service will be held in the Chief Secretary's Office on Monday, July 22, 1935, and following days, namely:—

Monday, July 22	..	Sinhalese
Tuesday, July 23	..	Law
Wednesday, July 24	..	Law
Thursday, July 25	..	Law, Accounts, and Riding
Friday, July 26	..	Tamil
Saturday, July 27	..	Tamil

The examination for officers in the Police Department, Prisons Department, and the Forest Department, and the *vivâ voce* examination in the vernaculars for officers in the Public Works Department, the Survey Department, the Telegraph Department, the Agricultural Department, the Irrigation Department, the Railway Department, the Harbour Engineer's Department, and the Department of Electrical Undertakings, will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than June 29, 1935.

Gentlemen in the Civil Service should state in their applications whether they are presenting themselves for the first or second examination, and whether they intend taking Sinhalese or Tamil.

The hours of examination will be from 9.30 A.M. to 12.30 P.M. and from 1.30 P.M. to 4.30 P.M., exclusive of the *vivâ voce* examination, which will be specially arranged.

By His Excellency's command,  
Chief Secretary's Office, F. G. TYBRELL,  
Colombo, June 4, 1935. Chief Secretary.

M 12/35

It is hereby notified that the following additions have been made to Regulations 46 and 48 of, and Appendix B to, the Public Service Regulations published by Notification dated June 30, 1931, in *Government Gazette Extraordinary* No. 7,865 of June 30, 1931:—

*Addition to Regulation 46.*

46A. Clerks appointed to Class II. of the General Clerical Service on the scale of salaries laid down in Sessional Paper VIII. of 1934 (except those promoted under Regulation 21 in Appendix A) will be required to pass the examination referred to in Regulation 46 above before they will be regarded as qualified for promotion over the Efficiency Bar before the salary of Rs. 1,368 is reached.

*Addition to Regulation 48.*

The waiting period of two years on salaries of Rs. 1,260 and Rs. 1,800 per annum respectively in the scale of salaries laid down in Sessional Paper VIII. of 1934 may similarly be reduced by the Chief Secretary.

The first waiting period in the case of clerks promoted to Class II. on or after July 1, 1934, under Public Service Regulation 39 will not come into operation until they have completed three years' service in Class II.

*Addition to Appendix B.*

1A. Clerks appointed to Class II. of the General Clerical Service on the scale of salaries laid down in Sessional Paper VIII. of 1934 (except those promoted under Regulation 21 in Appendix A) must pass the same examination to entitle them to proceed beyond a salary of Rs. 1,260 per annum on the scale for that class.

Clerks promoted on or after July 1, 1934, under Public Service Regulation 39 will be required to pass the examination within three years from the date of promotion, subject to the condition that any officer who fails to pass within this period will not receive any further increment until he passes the examination.

By His Excellency's command,

Chief Secretary's Office,  
P. O. Box No. 500,  
Colombo, May 31, 1935.

F. G. TYRBELL,  
Chief Secretary.

THE IRRIGATION ORDINANCE, No. 45 OF 1917.

*Scheme for the Improvement of Village Irrigation Works.*

SCHEME in accordance with the provisions of Chapter VI. of the Irrigation Ordinance, No. 45 of 1917, approved under section 12 (1) (b) at a meeting duly held on May 10, 1935, by the prescribed majority of the proprietors within the irrigable area of the Gomburu-oya-ela irrigation work in the Nuwara Eliya District, and sanctioned by the Governor by virtue of the powers vested in him by section 45 of the aforesaid Ordinance, and by Article 93 of the Ceylon (State Council) Order in Council, 1931.

D. S. SENANAYAKE,  
Minister for Agriculture and Lands.

Colombo, May 30, 1935.

SCHEME.

1. Name and description of work: Improvements to Gomburu-oya-ela, Nuwara Eliya District.

2. Extent and nature of lands irrigable under the scheme:—

Private lands under cultivation ..	14 acres approximately
Private lands not under cultivation ..	—
Crown lands under cultivation ..	—
Crown lands not under cultivation ..	—

3. Terms agreed upon—

(1) The construction of the following items of the necessary work, namely:—

- Anicut and head sluice,
- New retaining wall and spill,
- Improvements to existing retaining wall and new spill

up to the estimated cost of Rs. 1,150 is undertaken by the Government.

(2) In consideration of the aforesaid undertaking on the part of the Government, the proprietors on their part undertake to complete the following item of work free of all charges, namely, 150 cubes silt removal from ela bed, all such work being in accordance with the specifications issued by the Divisional Irrigation Engineer and to the satisfaction of the Assistant Government Agent.

(3) The proprietors further agree to contribute, after the completion of the work, all labour required for its maintenance and repair, free of all charges.

(4) The proprietors further agree that in the event of any default on the part of any of them in contributing any uncommutable labour due under this scheme, the Assistant Government Agent may cause such labour to be performed by any other person and recover the cost thereof in the manner prescribed in Chapter VIII. of the Ordinance.

THE IRRIGATION ORDINANCE, No. 45 OF 1917.

*Scheme for the Improvement of Village Irrigation Works.*

SCHEME in accordance with the provisions of Chapter VI. of the Irrigation Ordinance, No. 45 of 1917, approved under section 12 (1) (b) at a meeting duly held on March 15, 1935, by the prescribed majority of the proprietors within the irrigable area of the Moragahawela tank irrigation work in the North-Central Province, and sanctioned by the Governor by virtue of the powers vested in him by section 45 of the aforesaid Ordinance, and by Article 93 of the Ceylon (State Council) Order in Council, 1931.

D. S. SENANAYAKE,  
Minister for Agriculture and Lands.

Colombo, May 30, 1935.

SCHEME.

1. Name and description of work: Improvements to Moragahawela tank (Kandara, korale), North-Central Province.

2. Extent and nature of lands irrigable under the scheme:—

Private lands under cultivation ..	100 acres approximately
Private lands not under cultivation ..	51 do.
Crown lands under cultivation ..	—
Crown lands not under cultivation ..	—

3. Terms agreed upon—

(1) The construction of the following items of the necessary work, namely, Right Bank Masonry Spill 150 feet in length with crest level 110.50 up to the estimated cost of Rs. 2,950 is undertaken by the Government.

(2) In consideration of the aforesaid undertaking on the part of the Government, the proprietors on their part undertake to complete the following item of work free of all charges, namely, 150 cubes of earthwork in tank bund raising to level 114.00. Bund top width 6 feet and side slopes 2 to 1, all such work being in accordance with the specification issued by the Divisional Irrigation Engineer and to the satisfaction of the Government Agent.

(3) The proprietors further agree to contribute, after the completion of the work, all labour required for its maintenance and repair, free of all charges.

(4) The proprietors further agree that in the event of any default on the part of any of them in contributing any uncommutable labour due under this scheme, the Government Agent may cause such labour to be performed by any other person and recover the cost thereof in the manner prescribed in Chapter VIII. of the Ordinance.

AE/23

CODE OF REGULATIONS FOR ASSISTED ENGLISH SCHOOLS.

THE following amendments to the Code of Regulations for Assisted English Schools, which have been approved by the Board of Education and confirmed by His Excellency the Governor, are hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

L. MACBAE,  
Chairman, Board of Education.

Education Office,  
Colombo, June 1, 1935.

## AMENDMENTS REFERRED TO.

*Clause 26 (iii).*—In line 8 after “Manager” insert “or proves unsatisfactory”.

*Clause 48 (c).*—Delete, and substitute the following :—

If additional teachers are required for this purpose, such teachers may be approved at the rate of one teacher for every 30 units of average attendance in each occupation. Fractions of over one half the quota shall count for an additional teacher up to a maximum of 3 teachers for each occupation. The salary of such teachers shall be at the rates laid down in the salary scale. The attendance of a child taking two or more occupations may not count towards the salary of more than one teacher. The time table must be so arranged that the teacher is occupied in teaching the occupation for at least 4 hours a day. In special cases part time teachers may be employed. Re. 1 per pupil may be approved for waste of material in the first stage of each occupation.

AV/23

## CODE OF REGULATIONS FOR ASSISTED VERNACULAR AND BILINGUAL SCHOOLS.

THE following amendments to the Code of Regulations for Assisted Vernacular and Bilingual Schools, which have been approved by the Board of Education and confirmed by His Excellency the Governor, are hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

L. MACRAE,  
Chairman, Board of Education.

Education Office,  
Colombo, June 1, 1935.

## AMENDMENTS REFERRED TO.

*Clause 25.*—Amend to read as follows :—

(a) A Training School course shall consist of a first year, a second year, and a final year course.

(b) The aim of the first year class shall be the study of the subjects of the school curriculum up to the standard of the Teachers' Certificate examination together with Elementary Principles of child study and observation.

The aim of the second year class shall be a study of the Principles of Teaching (with special emphasis on the methods of teaching the Kindergarten and Primary School subjects) together with special training in the Arts, Handwork, and Physical Development.

The aim of the final year class shall be an advanced study of the Principles of Teaching in relation to the Principles of Psychology, of methods of teaching the school subjects, together with the study of Language and Literature and training in practical occupations. Each student in the second and final year courses shall be given, under the supervision of the Training School staff, practice in the art of teaching for a minimum of 90 hours during each of the last two years of his course. In the case of registered teachers, the minimum may be reduced to 60 hours.

(c) Students will be selected for admission to the first year class after interview by the authorities of the Training Schools, from among those who hold the Senior School Certificate (Sinhalese or Tamil). Students must be over 16 years of age at the time of admission to this class.

Students will be selected for admission to the second year class after interview by the authorities of the Training Schools, from among those who have completed the first year course referred to above or who hold a Teachers' Certificate (Sinhalese or Tamil), or who have passed the Cambridge Senior or the London Matriculation or the Senior School Certificate (English) with Sinhalese or Tamil. Students must be over 17 years of age at the time of admission to this class.

*Clause 27.*—In line 5 alter “the second of these being” to “The final year examination shall be”. In line 10 alter “first” to “first or second”. In line 12 alter “second” to “final”.

*Clause 29.*—Delete lines 4-7 “save . . . . years” and substitute “except as a maintained school (see clause 32A)”.

*Clause 32 (iii).*—In line 8 after “Manager” insert “or proves unsatisfactory”.

*Clause 36.*—Add a new paragraph as follows :—

The salaries of teachers in Vernacular and Bilingual schools under private management shall be paid direct by the Department.

*Clause 60 (a).*—Delete second paragraph.

*Clause 66 (c).*—Delete, and substitute the following :—

If additional teachers are required for this purpose, such teachers may be approved at the rate of one teacher for every 30 units of average attendance in each occupation. Fractions of over one half the quota shall count for an additional teacher up to a maximum of 3 teachers for each occupation. The salary of such teachers shall be at the rates laid down in the salary scale. The attendance of a child taking two or more occupations may not count towards the salary of more than one teacher. The time table must be so arranged that the teacher is occupied in teaching the occupation for at least 4 hours a day. In special cases part time teachers may be employed. Re. 1 per pupil may be approved for waste of material in the first stage of each occupation.

*Clause 76.*—Add the following to paragraph 2 :—

Satisfactory service as a second class certificated teacher prior to entering a Training School will be counted for this purpose.

AV/22

## CODE OF REGULATIONS FOR ASSISTED VERNACULAR AND BILINGUAL SCHOOLS.

THE following amendment to the Code of Regulations for Assisted Vernacular and Bilingual Schools, which has been approved by the Board of Education and confirmed by His Excellency the Governor, is hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

L. MACRAE,  
Chairman, Board of Education.

Education Office,  
Colombo, June 1, 1935.

## AMENDMENT REFERRED TO.

*Clause 58 (b), paragraph 4, line 5.*—Alter “Re. 1.50” to “Re. 1.00”.

10

THE TEA (CONTROL OF EXPORT) ORDINANCE,  
No. 11 OF 1933.

HIS Excellency the Governor has been pleased to appoint Mr. H. F. Parfitt to serve on the Tea Advisory Board established under section 5 of Ordinance No. 11 of 1933, *vice* Mr. R. D. Morrison, resigned.

D. S. SENANAYAKE,  
Minister for Agriculture and Lands.  
Ministry of Agriculture and Lands,  
Colombo, May 30, 1935.

## THE LABOUR ORDINANCE, No. 1 OF 1923.

## Notification No. 163.

IT is hereby notified for general information that His Excellency the Governor, in pursuance of the powers conferred on him by section 9 (1) of Ordinance No. 1 of 1923, has been pleased to appoint William Johnson Thornhill, Esquire, to be a member of the Board of Indian Immigrant Labour, with effect from May 25, 1935, *vice* Mr. H. K. de Kretser, resigned.

By His Excellency's command,  
PERI SUNDARAM,  
Minister for Labour, Industry and Commerce.  
Colombo, June 5, 1935.

## DEPARTMENT OF LABOUR.

## Notification No. 162.

IT is hereby notified that His Excellency the Governor, in exercise of the powers conferred upon him by section 3 of Ordinance No. 28 of 1871, has been pleased to appoint Muhandiram A. A. M. Dias Amaratunga to be Registrar of Servants, Colombo, with effect from May 20, 1935, *vice* Mr. B. F. Perera, transferred.

By His Excellency's command,  
PERI SUNDARAM,  
Minister for Labour, Industry and Commerce.  
Colombo, May 30, 1935.

## Accounts of the Ceylon State Mortgage Bank for the Half-year ending March 31, 1935.

## 1.—BALANCE SHEET.

As at March 31, 1935.

LIABILITIES.				ASSETS.				
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
DEBENTURES ISSUED ..	1,585,100	0			LOANS ON MORTGAGES ..	2,045,929	0	
Less debentures redeemed from repayment of Principal of Loans	26,400	0			Less repayment on principal	87,430	14	
			1,558,700	0				1,958,498 86
RESERVE FUND ..					INVESTMENTS—			
SUNDRY CREDITORS—					Reserve Fund Investments ..			
Accounts due for payment ..	374	11			INTEREST accrued during the half-year ..	31,981	21	
Interest due on debentures allowed to accumulate ..	39	72			Arrears of Interest, due during half-year but not paid ..	3,260	31	
Debentures ordered to be redeemed but not surrendered ..	557	84						35,241 52
Suspense account ..	2,226	99			FURNITURE AND OFFICE EQUIPMENT as at September 30, 1934 ..	3,919	51	
			3,198	66				
Stamp duty on debentures ..			125	0	Additions during half-year ..	975	50	
DUE TO BANKERS—					Less Depreciation ..	72	0	
On Capital account (vide statement No. 3) ..			399,798	86				903 50
On Revenue account (vide statement No. 4) ..			51,042	94	PAYMENTS IN ADVANCE—			
					Unexpired telephone rental ..	17	43	
					Deposit—Electrical Department ..	30	0	
								47 43
					SUNDRY DEBTORS—			
					CASH—			
					At Bankers—to credit of interest on debentures allowed to accumulate ..	39	72	
					“ “ to credit of debenture redemption account ..	557	84	
					In hand (petty cash) ..	30	16	
								627 72
					BALANCE DEFICIENT—			
					Balance brought forward from last half-year ..	24,584	87	
					Less profit for half-year ending March 31, 1935 (as per profit and loss account) ..	10,957	95	
								13,626 92
								2,012,865 46
								2,012,865 46

Audited and found correct :  
O. E. GOONETILLEKE,  
Auditor-General.

Audit Office,  
Colombo, May 23, 1935.

J. TYAGARAJA,  
Manager.

A. E. DE SILVA,  
E. G. ADAMALY,  
K. BALASINGHAM,  
Directors.

## 2.—PROFIT AND LOSS ACCOUNT.

For the Half-year ending March 31, 1935.

Dr.	Rs.	c.	Rs.	c.	Cr.	Rs.	c.	Rs.	c.
INTEREST TO DEBENTURE HOLDERS ..			35,701	72	INTEREST ON LOANS—				
WORKING EXPENSES—					Interest received during half-year less interest due in respect of preceding half-year ..	26,191	74		
(a) Legal adviser's fees ..	903	0			Interest accruing but not received during the half-year accrued up to March 31, 1935 ..	35,241	52		
(b) Valuators fees ..	6,388	60						61,433 26	
(c) Directors fees ..	3,850	0			FEEs AND COMMISSIONS—				
(d) Salaries ..	9,207	87			(a) Fees on application for loans ..	10,829	35		
(e) Audit fees ..	401	30			(b) Commission on issue of loans ..	3,690	0		
(f) Stationery and printing ..	608	18						14,519 35	
(g) Postages ..	226	62			FINES AND PENALTIES ..				
(h) Lights and telephone ..	175	90			MISCELLANEOUS—				
(i) Advertising ..	840	81			(a) Transfer fees on debentures ..	17	0		
(j) Sundry charges ..	528	61			(b) Copies of mortgage bonds, &c. ..	2,581	50		
(k) Rent of premises ..	1,200	0						2,598 50	
(l) Travelling and subsistence allowance to Inspectors in connection with reinspection of securities ..	159	8							
			24,489	97					
INTEREST ON OVERDRAFTS ..			5,175	22					
BANK'S CONTRIBUTION TO PROVIDENT FUND ..									
OTHER ITEMS—									
(a) Refunds ..	1,844	50							
(b) Additions and alteration to buildings ..	309	75							
(c) Depreciation on furniture ..	72	0							
			2,226	25					
BALANCE AT CREDIT for half-year ending March 31, 1935 ..			10,957	95					
			78,551	11					
									78,551 11

Audited and found correct :  
O. E. GOONETILLEKE,  
Auditor-General.

Audit Office,  
Colombo, May 23, 1935.

J. TYAGARAJA,  
Manager.

A. E. DE SILVA,  
E. G. ADAMALY,  
K. BALASINGHAM,  
Directors.

## 3.—CAPITAL ACCOUNT.

Dr.		Statement of Receipts and Payments for the Half-year ending March 31, 1935.				Cr.	
RECEIPTS.		Rs. c.		PAYMENTS.		Rs. c.	
BALANCE at the end of the preceding half-year		—	—	BANK OVERDRAFT on October 1, 1934	..	221,199	38
SALE OF DEBENTURES ..		191,500	0	DEBENTURES REDEEMED ..	..	16,500	0
REPAYMENT OF PRINCIPAL OF LOANS		44,829	52	LOANS ON MORTGAGES ..	..	398,429	0
RESERVE FUND ..		—	—	RESERVE FUND INVESTMENTS	..	—	—
BANK OVERDRAFT on the last day of the half-year	..	399,798	86	BALANCE on March 31, 1935 ..	..	—	—
		636,128	38			636,128	38

Audited and found correct :  
 O. E. GOONETILLEKE,  
 Auditor-General.  
 Audit office,  
 Colombo, May 23, 1935.

T. TYAGARAJA,  
 Manager.

A. E. DE SILVA,  
 E. G. ADAMALY,  
 K. BALASINGHAM.  
 Directors.

## 4.—REVENUE ACCOUNT.

Dr.		Statement of Receipts and Payments for the Half-year ending March 31, 1935.				Cr.	
RECEIPTS.		Rs. c.		PAYMENTS.		Rs. c.	
BALANCE at the commencement of the half-year—				BANK OVERDRAFT on October 1, 1934	..	55,908	68
At Bankers ..		—	—	MONEYS EXPENDED IN THE ISSUE AND SALE OF DEBENTURES—			
In Hand ..		30	56	(a) Stamp duty on debentures ..	..	1,790	0
INTEREST ON LOANS ..		55,788	29	INTEREST ON DEBENTURES TRANSFERRED TO RESERVE FUND ..	..	35,701	72
FEEs AND COMMISSIONS—				TRANSFERRED TO PROVIDENT FUND ..	..	—	—
(a) Fees on application for loans	10,829	35		WORKING EXPENSES—			
(b) Commission on issue of loans	3,690	0		(a) Legal adviser's fees ..	..	924	0
	14,519	35		(b) Valuators fees ..	..	6,388	60
FINES AND PENALTIES ..		—	—	(c) Directors fees ..	..	3,850	0
OTHER RECEIPTS—				(d) Salaries ..	..	9,207	87
(a) Stamp duty on debentures ..	1,915	0		(e) Audit fees ..	..	401	30
(b) Contributions to Provident Fund ..	—	—		(f) Postages, stationery, printing, lights, telephone, &c. ..	..	2,307	0
(c) Miscellaneous fees ..	2,581	50		(g) Rent ..	..	1,200	0
(d) Transfer fees on debentures ..	17	0		(h) Travelling and subsistence allowance to Inspectors in connection with reinspection of securities ..	..	159	8
(e) Suspense account ..	489	68		(i) Miscellaneous—			
	5,003	18		Advertising ..	..	723	94
BANK OVERDRAFT on the last day of the half-year	..	51,042	94			25,161	79
		126,384	32	INTEREST ON OVERDRAFTS ..	..	5,175	22
				REFUND OF FEES ..	..	1,844	50
				BANK'S CONTRIBUTION TO PROVIDENT FUND ..	..	—	—
				OTHER ITEMS—			
				(a) Alterations and additions to building ..	..	309	75
				(b) Suspense account ..	..	462	50
						772	25
				BALANCE on March 31, 1935—			
				At Bank ..	..	—	—
				In Hand ..	..	30	16
						30	16
						126,384	32

Audited and found correct :  
 O. E. GOONETILLEKE,  
 Auditor-General.  
 Audit Office,  
 Colombo, May 23, 1935.

J. TYAGARAJA,  
 Manager.

A. E. DE SILVA,  
 E. G. ADAMALY,  
 K. BALASINGHAM.  
 Directors.

## 5.—STATE MORTGAGE BANK PROVIDENT FUND.

Dr.		Statement of Accounts as at March 31, 1935.				Cr.	
RECEIPTS.		Rs. c.		PAYMENTS.		Rs. c.	
STAFF CONTRIBUTIONS paid before the close of the preceding half-year	1,916	29		INVESTMENTS—			
Staff contributions for the half-year	488	0		Invested in debentures 20 debentures	1,000	0	—
	2,404	29		Stamp duty on 14 debentures at 50 cents ..	7	0	—
BANK'S CONTRIBUTIONS up to the close of the preceding half-year	1,160	19		Cost of Cheque Book ..	—	—	1,007
Bank's Contribution for the half-year	—	—					5
	1,160	19		BALANCE—			
INTEREST ON INVESTMENTS—				State Mortgage Bank Provident Fund account on March 31, 1935	..	2,627	22
On 20 debentures—Rs. 1,000 ..	68	42					
Bank Interest on Credit Balance..	6	32					
	74	74					
	3,639	22					

Audited and found correct :  
 O. E. GOONETILLEKE,  
 Auditor-General.  
 Audit Office,  
 Colombo, May 23, 1935.

J. TYAGARAJA,  
 Manager.

A. E. DE SILVA,  
 E. G. ADAMALY,  
 K. BALASINGHAM.  
 Directors.



## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE ATCHUVALY TRADING COMPANY, LIMITED.

1. The name of the Company is "THE ATCHUVALY TRADING COMPANY, LIMITED".
2. The registered office of the Company is to be established at Atchuvaly.
3. The objects for which the Company is established are:—
  - (1) To carry on trade,
  - (2) To carry on any other commercial business except banking and insurance.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees Twenty Thousand divided into two thousand shares of Rupees Ten each.

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

Names and Addresses of Subscribers.	No. of Shares taken by each Subscriber.
1. KURICHIATHU ABRAHAM KURUVILLA of Atchuvaly .. .. .	25
2. KATHIGESAR NAGALINGAPILLAI of Atchuvaly .. .. .	25
3. EDWARD KANTHAR KANAPATHIPILLAI of Atchuvaly .. .. .	25
4. VEERAGATHIAR CHARLES THAMOTHARAM of Atchuvaly .. .. .	25
5. RAMALINGAM THAMOTHARAMPILLAI of Atchuvaly .. .. .	25
6. THAMBER THAMOTHARAMPILLAI of Atchuvaly .. .. .	25
7. VARTHAMBY RAMALINGAM of Atchuvaly .. .. .	25
8. PANDARAM KUMARASOORAR of Tellipalai .. .. .	25
9. SARAVANAMUTTU APPADURAI, Proctor, S.C., Atchuvaly .. .. .	25
10. THAMBER NAGALINGAM of Thambalai, Atchuvaly .. .. .	25
11. KANAPATHIPILLAI MUTTUTAMBY of Atchuvaly .. .. .	25
12. SARAVANAMUTHU CHELLIAH of Atchuvaly .. .. .	25
Total shares taken .. .. .	300

## Signatures :

1. K. A. KURUVILLA.
2. K. NAGALINGAPILLAI.
3. E. K. KANAPATHIPILLAI.
4. வி. ச. நாமோதரம்.
5. R. THAMOTHARAMPILLAI.
6. த. நாமோதரம்பிள்ளை. 3 shares @ 72/10
7. V. RAMALINGAM.
8. P. KUMARASOORAR. 61 shares
9. S. APPADURAI.
10. த. நாகலிங்கம் 4 copies
11. K. MUTTUTAMBY.
12. S. CHELLIAH.

216.00  
28.00  
1.16  
245.16

Dated the 18th day of February, 1935.

Witnesses to the above signatures :

1. A. DURAISINGAM, Nos. 1, 2, 4, 5, 6, 7, 8, 10, and 12.
2. E. ARUMUKHAM, Nos. 3 and 9.
3. K. C. RUTNAM, No. 11.

## ARTICLES OF ASSOCIATION OF THE ATCHUVALY TRADING COMPANY, LIMITED.

## REGULATIONS.

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

A 2

## BUSINESS.

The Company shall proceed to carry on business as soon, after the registration thereof, as the Directors shall think fit, and notwithstanding that the whole of the shares shall not have been subscribed, or applied for, or allotted, they shall do so as soon as, in the judgment of the Directors a sufficient number of shares shall have been subscribed, or applied for, or allotted.

3. The business of the Company shall be carried on by the Directors subject to the control of General Meetings in accordance with these regulations. All or any of the employees of the Company may be required to give security for the faithful discharge of their duties.

## SHARES.

4. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times as the Directors think fit.

5. Every person taking any share in the Company shall testify his acceptance thereof, by writing under his hand, in such form as the Directors may from time to time specify.

6. Of the full amount of Rs. 10 per share a sum of Rs. 5 shall be paid on application and the remaining sum of Rs. 5 shall be paid at such times and in such instalments, as the Directors may from time to time regulate.

7. The Company shall, before making any calls upon the Shareholders in respect of moneys due from them on their shares, give one month's notice at least of each such call, by publication in one or more of the local newspapers and by serving written notices thereof in manner herein-after prescribed.

8. If on or before the day appointed for payment any Shareholder does not pay the amount due from him, then such Shareholder shall be liable to pay interest for the same at the rate of twelve per cent. per annum from the date of default till the time of payment in full of such amount.

9. The Company may, if they think fit, receive from any of the Shareholders all or any part of the moneys due upon their respective shares beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest to such Shareholders at such rate as may be agreed upon between them and the Company.

10. The shares shall be allotted at the discretion of and by Directors who may from time to time issue any unissued shares and may add to such shares such an amount of premium as they may consider proper.

11. Each Shareholder shall be liable to pay the amount of calls made on him to the person and at the time and at the place appointed by the Directors.

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

13. If several are joint-holders of any share, anyone of such persons may give effectual receipt for any dividend payable in respect of such shares.

14. The certificate of title to shares shall be issued under the seal of the Company and signed by two Directors and the Secretary or in such other manner as the Directors shall prescribe.

15. Every Shareholder shall be entitled on payment of 50 cents to one certificate for all shares registered in his name specifying the share or shares held by him and the amount paid up thereon.

16. If such certificate is worn out or lost, it may be renewed on payment of 50 cents.

17. No person shall exercise any rights of a Shareholder until his name shall have been entered in the register of Shareholders, and he shall have paid all moneys payable for the time being on every share held by him.

## TRANSFER OF SHARES.

18. The Company may decline to register any transfer of shares made by a Shareholder indebted to them.

19. Any Shareholder may, with the consent of the Directors previously obtained, transfer all or any of his shares. The instrument of such transfer shall be in writing signed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register.

20. The instrument of transfer shall be presented to the Company accompanied by such evidence as they may require to prove the title of the transferor and thereupon the Company shall register the transferee as a Shareholder.

21. The transfer books shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.

22. The executors, administrators, or heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his share, provided, that the heirs of a deceased Shareholder shall not be recognized as Shareholders unless letters of administration be taken out of the estate of the said deceased Shareholder, if the law so requires it.

23. Any person becoming entitled to a share in consequence of the death, bankruptcy or insolvency of any Shareholder or in consequence of the marriage of any female Shareholder, or in any way other than by transfer, may be registered as a Shareholder upon such evidence being produced, as may, from time to time be required by the Company.

24. Any person who has become entitled to a share in any way other than transfer, may, instead of being registered himself elect to have some person to be named by him registered as a holder of such share. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share.

#### CALLS.

25. If any Shareholder fails to pay any call or instalments due from him on the appointed day, the Company may, at any time thereafter during such time as the amount remains unpaid, serve a notice on him requiring him to pay such amount, together with any interest that may have accrued by reason of such non-payment.

26. The notice shall name a further day and a place on and at which such money is to be paid. It shall further state that in the event of non-payment at the time and place appointed, the share in respect of which such money is due is liable to be forfeited.

27. If the requisitions of any such notice are not complied with, any share in respect of which such notice has been given, may at any time thereafter be forfeited by a resolution of the Directors to that effect.

28. Any share so forfeited shall be deemed to be the property of the Company and may be disposed of in such manner as the Company thinks fit.

29. Any Shareholder whose share has been forfeited shall notwithstanding be liable to pay to the Company all moneys owing upon such shares at the time of forfeiture.

#### CAPITAL.

30. The Directors may, with the sanction of the Company previously given in General Meeting, increase its capital by the creation of new shares.

31. Any capital raised by the creation of new shares shall be considered part of the original and shall be subject to the same provisions in all respects whether with reference to the payment of calls or otherwise, as if it had been part of the original capital.

#### MEETINGS.

32. The First General Meeting shall be held at such time not being more than 12 months after the incorporation of the Company, and at such place as the Directors may determine.

33. Subsequent General Meetings may be held at such time and place as may be prescribed by the Company in General Meeting and if it is not so prescribed, then at such place and at such time in the month in which the First General Meeting was held, as the Directors shall determine.

34. The above-mentioned General Meetings shall be called Ordinary General Meetings. All other General Meetings shall be called Extraordinary Meetings.

35. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by any number of Shareholders, holding in the aggregate not less than one-fifth part of the shares of the Company, convene an Extraordinary General Meeting.

36. Any requisition so made by the Shareholders shall express the object of the meeting so proposed to be called and shall be left at the registered office of the Company.

37. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene a General Meeting; if they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists, or any other Shareholders holding the required number of shares, may themselves convene a General Meeting.

38. Fourteen days' notice at least, specifying the place and the hour of meeting, and the purpose for which any General Meeting is to be held shall be given by advertisement or in such other manner, if any, as may be prescribed by the Company.

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

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

41. No business shall be transacted at any meeting except the declaration of dividend, unless a quorum of Shareholders is present at the commencement of such business, and such quorum shall be one-fourth of the Shareholders.

42. If within one hour from the time appointed for the meeting the required number of Shareholders is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to the following day at the same time and place and if at such adjourned meeting the required number of Shareholders is not present, it shall be adjourned *sine die*.

43. The Chairman of the Board of Directors, shall preside as Chairman at every meeting of the Company. In his absence, the Vice-Chairman shall preside. In the absence of both, the Shareholders present shall choose one of their number to be Chairman of the meeting.

44. The Chairman may with the consent of the meeting adjourn any meeting from time to time and 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.

45. At any General Meeting, unless a poll is demanded by at least five Shareholders, a declaration by a Chairman that a resolution has been carried and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded for or against such resolution.

46. If a poll is demanded in manner aforesaid, the same shall be taken in such manner as the Chairman directs and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

47. A General Meeting of the Company shall have power to pass a resolution altering or rescinding an Article or enacting a new one provided that the resolution is carried by a majority of not less than three-fourths of the votes to which the Shareholders present at the meeting are entitled. The same rule shall apply to a resolution to wind up the Company in the event of its being wound up.

48. Every Shareholder shall have one vote for every share held by him.

49. If any Shareholder is a minor, lunatic, idiot, or prodigal, he may vote by the person legally appointed to the charge and administration of his property.

50. If two or more persons are jointly entitled to a share or shares, the person whose name stands first in the register of Shareholders as one of the holders of such share or shares and no other shall be entitled to vote in respect of the same.

51. No Shareholder shall be entitled to a vote at any meeting unless all moneys due from him to the Company are paid.

52. Votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer or, if such appointer is a corporation under their common seal and shall have affixed thereto a stamp of such value as shall in law be requisite.

53. No person shall be appointed proxy who is not a Shareholder, and the instrument appointing him shall be deposited at the registered office of the Company not less than 24 hours before the time of holding the meeting at which he proposes to vote; but no such instrument shall be valid after the expiration of three months from the date of its execution.

#### DIRECTORS.

54. Until otherwise determined by a General Meeting, the number of Directors shall not be less than seven nor exceed fifteen.

55. The qualification of a Director shall be the holding of 25 shares or more.

56. The first Directors shall be Messrs. K. Nagalingampillai, retired Postmaster; S. Appadurai, Proctor, Supreme Court; V. Ramalingam, Teacher; E. K. Kanapathipillai, Teacher; V. C. Thamothearam, Teacher; R. Thamothearampillai, Teacher; P. Kumarasooriar, F.M.S. Pensioner; T. Nagalingam, Landed Proprietor; T. Thamothearampillai, Landed Proprietor; K. Muttutambay, Hoare & Co., Colombo; K. A. Kuruvilla, Teacher; and S. Chelliah, Teacher, and they shall hold office, except in the event of their becoming respectively disqualified until the first Ordinary General Meeting of the Company.

57. Any casual vacancy in the Board may be filled up by the Board, but any person so chosen shall hold office only until the next Annual General Meeting.

58. As remuneration for their services the Directors shall be entitled to receive out of the funds of the Company such annual sum as may be voted by the Shareholders in General Meeting. Such remuneration shall be exclusive of any sum paid by way of salary or remuneration to any managing Director or Directors and shall be divided among the Directors as they may determine.

59. The office of a Director shall be vacated:—

- (1) If he ceases to hold the number of shares qualifying him for the office,
- (2) If by notice in writing to the Company he resigns office,
- (3) If he becomes insolvent,
- (4) If he is found lunatic or become of unsound mind.

60. The Company may by special resolution remove any Director before the expiration of the term of his office and appoint another Shareholder in his stead.

61. At the First Ordinary Meeting after the incorporation of the Company, the whole of the Directors shall retire from office, and at the First Ordinary Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not a multiple of three, then the number nearest to one-third shall retire from office.

62. The Directors who are to retire during the first and second years ensuing the incorporation of the Company shall unless the Directors agree among themselves be determined by ballot; in every subsequent year the one-third or other nearest number who have been longest in office shall retire.

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

64. The Company, at the General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated offices by electing a like number of persons.

65. If at any meeting at which an election of Directors ought to take place, no such election is made, the meeting shall stand adjourned till the next day, at the same time and place; and if at such adjourned meeting no election takes place, the former Directors shall continue to act until new Directors are appointed at the First Ordinary Meeting of the following year.

66. The Company may from time to time, in General Meeting increase or reduce the number of Directors and may also determine in what rotation they are to go out of office.

67. Any casual vacancy in the Board of Directors may be filled up by the Directors but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

68. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman in addition to his original vote shall have a casting vote.

69. A Director may and the Secretary at the request of any Director shall at any time convene a meeting of the Directors.

70. The Directors shall elect a Chairman and a Vice-Chairman of their meetings and may determine the period for which they shall hold office. If the Chairman is not present at the time appointed for a meeting the Vice-Chairman shall be Chairman of such meeting. If both the Chairman and the Vice-Chairman are not present at the time appointed for the meeting, the Directors present shall choose some one of those present to be Chairman of the meeting.

71. The Directors shall cause minutes to be made in a book or books provided for and solely used for that purpose—

- (1) Of all appointments of officers made by the Directors,
- (2) Of the names of Directors present at each meeting of Directors,
- (3) Of all orders made by the Directors,
- (4) Of all resolutions and proceedings of meetings of the Company and of the Directors.

And any such minute as aforesaid if signed by any person purporting to be the Chairman of any meeting of Directors shall be receivable in evidence without any further proof.

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

73. The Directors may delegate any of their powers to Committees consisting of such Shareholder or Shareholders of their body as they think fit and revoke the appointment of any such Committee. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.

74. The meetings and proceedings of any such Committee consisting of two or more Shareholders shall be governed by the provisions herein contained for regulating the meetings of Directors so far as the same are applicable thereto and are not superseded by the express terms of the appointment of the Committee or by any such regulations as aforesaid.

75. The Directors may from time to time appoint one or more of their body to be the Managing Director or Directors of the Company with such powers as the Directors may think fit to confer on him or them either for any fixed term or without any limitation as to the period for which he is to hold such office and may subject to any contract between him and the Company from time to time remove or dismiss him from office and appoint another in his place. The remuneration of the Managing Director or Directors shall be fixed by the Directors and may be by way of salary, commission, percentage, or participation in profits, or by any or all of these modes.

#### DIVIDEND.

76. The Directors may with the sanction of the Company in General Meeting declare a dividend to be paid to the Shareholders in proportion to their shares.

77. No dividend shall be payable except out of the profits arising from the business of the Company and with the sanction of the Directors.

78. The Directors may before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies or for equalizing dividend or for repairing or maintaining the works connected with the business of the Company or any part thereof, and the Directors may invest the sum so set apart as a reserve fund upon such security as they may with the sanction of the Company select.

79. The Directors may deduct from the dividends payable to any Shareholders all such sums of money as may be due from him to the Company on account of calls or otherwise.

80. No dividend shall bear interest as against the Company.

81. Notice of any dividend that may have been declared shall be given to each Shareholder or sent by post or otherwise to his registered place of abode and all dividends unclaimed for three years after having been declared, may be forfeited by the Directors for the benefit of the Company.

#### ACCOUNTS.

82. The Directors shall cause true accounts to be kept of the moneys received and expended by the Company and all matters in respect of which such receipt and expenditure take place and of the property, assets, credits, and liabilities of the Company. But no Shareholders shall have any right to insist on the inspection of any account book or document of the Company except as conferred by the Ordinance or otherwise authorized by the Directors or by a resolution of the Company in General Meeting.

83. Once at least in every year the Directors shall lay before the Company in General Meeting a statement of the income and expenditure of the Company for the past year made up to a date not more than three months before each meeting.

84. 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 matters.

85. Every item of the expenditure paid and chargeable against the year's income shall be brought into account so that a just balance of the profit and loss may be laid up 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 year.

86. At the Ordinary Meeting in each year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company.

87. A printed copy of such balance sheet shall twenty-one days previously to such meeting be delivered or sent by post to the address of every Shareholder.

#### AUDIT.

88. The accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditors to be elected by the Company in General Meeting.

89. The remuneration of the Auditors shall be fixed by the Company at the time of their election.

90. If any casual vacancy occurs in the office of Auditors, the Directors shall forthwith call an Extraordinary General Meeting for the purpose of supplying the same.

91. The Directors shall appoint the first Auditors to audit the accounts of the Company until the first Ordinary General Meeting and fix the remuneration payable to them.

92. Every Auditor shall be supplied with a copy of the balance sheet and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

93. Every Auditor shall have a list delivered to him of all the books kept by the Company and he shall at all reasonable times have access to the books and accounts of the Company. He may at the expense of the Company employ accountants or other persons to assist him in investigating such accounts and he may in relation to such accounts examine the Directors or any other officer of the Company.

94. The Auditors shall make a report to the Shareholders upon the balance sheet and accounts and in every such report they shall state whether in their opinion the balance sheet is full and fair containing the particulars required by these regulations and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs: and in case they have called for explanations or information from the Directors whether such explanations or information have been given by the Directors and whether they have been satisfactory and such report shall be read together with the report of the Directors at the Ordinary Meeting.

#### NOTICES.

95. Notices requiring to be served by the Company upon the Shareholders may be served either personally or by leaving the same or sending them through the post at their registered places of abode.

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

97. Any notice sent by post shall be deemed to have been served at the time when the letter concerning the same is posted and in proving such service it should be sufficient to prove that the letter containing the notice was properly addressed and put in a Post Office Box or handed in at a Post Office.

98. The subscribers to the Memorandum of Association shall be considered the Promoters of this Company and shares (one to twenty-five) of the Company shall be set apart as Promoters' shares.

99. The Directors may with the sanction of the Company establish branches of the Company at such times and places as they think fit:

100. The Board of Directors shall have power to decide any matters pertaining to the Company not specially provided for in these regulations.

1. K. A. KURUVILLA.
2. K. NAGALINGAPILLAI.
3. E. K. KANAPATHIPILLAI.
4. ඩී. ඊ. කනපතපිලාය.
5. R. THAMOTHARAMPILLAI.
6. ඊ. තමොතරාමපිලාය.
7. V. RAMALINGAM.
8. P. KUMABASOORIAN.
9. S. APPADURAI.
10. ඊ. අපපුරාය.
11. K. MUTTUTAMBY.
12. S. CHELLIAH.

Dated the 20th April, 1935.

Witnesses to the above signatures :

1. A. DURAISINGAM, Nos. 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, and 12
2. M. THILLAIAMPALAM, No. 7.

#### THE INDEPENDENT PUBLISHING COMPANY, LIMITED.

#### MEMORANDUM OF ASSOCIATION OF THE INDEPENDENT PUBLISHING COMPANY, LIMITED.

1. The name of the Company is "THE INDEPENDENT PUBLISHING COMPANY, LIMITED".
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—

(1) To purchase or otherwise acquire from Mudaliyar Thomas Rodrigo as a going concern the business of newspaper publishers and printers at present carried on by him.

(2) To carry on in the Island of Ceylon or in any other part of the world the trades or businesses of publishers, printers, stationers, engravers, type-founders, block-makers, photographers, newspaper agents, news vendors, advertising agents, contractors, or any of them, and all branches thereof respectively, and any other trade and businesses incidental thereto, or which can be conveniently carried on in conjunction with the aforesaid undertakings or businesses, or which the Company may deem likely to benefit the Company.

(3) To manufacture, contract for, acquire or enter into arrangements with others for the supply or sale of or dealing with any goods, articles, or things which the Company may deem capable of being used, sold, or dealt with for the benefit of the Company, or which can be used in connection with the carrying on of any of the undertakings or businesses of the Company.

(4) To acquire by purchase or otherwise any copyrights or other exclusive privileges or any patents, licences to use patent rights or secret processes.

(5) To purchase, lease, take in exchange, hire, or otherwise acquire any 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 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, and to sell, lease, mortgage, or otherwise dispose of the same or any property of the Company.

(6) To establish competitions in connection with any of the publications or businesses of the Company and to offer and grant prizes, rewards, and premiums of such character and in such terms, gratuitous or otherwise, as may seem expedient and to provide for and furnish to any members of the Company, or customers thereof, or to any subscribers to, or possessors of, any publications of the Company, or of any coupons or tickets issued with any publications of the Company, a sum of money or any chattels, commissions, advantages, benefits or special privileges which may seem expedient, and either gratuitously or otherwise.

(7) To purchase or otherwise acquire or undertake all or any of the business, property, and liabilities of any person, firm, or company carrying on any business or undertaking which the Company is authorized to carry on, or of a character similar to, or auxiliary or ancillary thereto, or connected therewith, or possessed of property suitable for any of the purposes of the Company.

(8) To apply for, purchase, or otherwise acquire any copyrights or other exclusive privileges or any patents, brevets d'invention, trade marks, designs, licences, concessions and the likes, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem calculated to benefit directly or indirectly the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to profit the property, rights, and information so acquired.

(9) To enter into arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.

(10) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any firm, person, or company carrying on or engaged in or about to carry on or engage in any undertaking, business, or transaction capable of being conducted by the Company.

(11) To afford either gratuitously or on terms of mutuality or otherwise, assistance or co-operation to or with other persons or corporations in the forms of free advertisements, use of printing or publishing facilities, imparting news or materials or any other form whatsoever.

- (12) To pay for property or rights acquired or agreed to be acquired by the Company in fully or partly paid up shares, debentures, or otherwise.
- (13) To establish, regulate, and discontinue agencies for the purposes of the Company.
- (14) 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.
- (15) To acquire by purchase in money, shares, bonds or otherwise and undertake all or any of the business, property assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which the Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (16) To promote and establish any other Company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (17) 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.
- (18) To borrow or raise money by the issue of or upon debentures, debenture stock, redeemable or perpetual, bills of exchange, promissory notes, bonds, or other obligations or securities, or by mortgage or charge of all or any part of the property, present or future, of the Company, or upon its undertakings or uncalled capital (if any) or in such other manner as may be deemed necessary, and to accept money on deposit at interest or otherwise, and to lend money, and in particular to customers having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (19) To procure the Company to be registered or incorporated in Ceylon, and, if necessary or thought advisable, elsewhere.
- (20) To make, accept, endorse, and execute promissory notes, bills of exchange, and any other negotiable instruments.
- (21) To distribute any of the property of the Company among the members in specie.
- (22) To establish and support, or to aid in establishing and supporting associations, institutions, trusts, funds, and conveniences calculated to benefit employers or ex-employees of the Company or the connections or dependents of such persons, or any person having dealings with the Company, and to grant pensions and allowances and to make payments towards insurance and to subscribe and guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general, or useful object.
- (23) To do all or any of the above things in the Island of Ceylon or any other part of the world, either as principals, agents, contractors, trustees, or otherwise, or by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (24) That the objects specified in each of the paragraphs in this Memorandum shall be regarded as independent objects, and accordingly shall be in nowise restricted (except when otherwise expressed in such paragraph) by reference to the objects indicated in any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct, and independent company.
- (25) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, whether domiciled in the Island of Ceylon or elsewhere, 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 members is limited.  
5. The nominal capital of the Company is Rs. 500,000, divided into 5,000 shares of Rs. 100 each.

Shares.	Subscribers.
One ..	THOS. RODRIGO, Panadura
One ..	A. MAMUJEE, 10th lane, Bamabala-pitiya
One ..	A. R. A. RAZIK, Bambalapitiya
One ..	A. SELLAMUTTU, Rosmead place, Colombo
One ..	N. E. WEERASOORIA, Kotte
One ..	C. V. DIAS, Elibank road, Colombo
One ..	N. M. DE SILVA, 5th lane, Colpetty
<hr/>	
Total ..	Seven

Witness to all the above signatures, this Fifteenth day of May, One thousand Nine hundred and Thirty-five, at Colombo :

S. A. JAYASEKERA,  
Proctor, Supreme Court.

9 June 1935  
1 copy  
68 Cuis  
Tel. fa

638.00  
36.00  
52.00  
707.35

THE INDEPENDENT PUBLISHING COMPANY,  
LIMITED.  
ARTICLES OF ASSOCIATION OF THE INDEPENDENT PUBLISHING COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

"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.

"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.

"Holder" means a Shareholder.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject to the control of General Meetings. The Company being formed on the basis that it shall acquire the business of newspaper publishers and printers at present carried on by Mudaliyar Thomas Rodrigo it shall be no objection that the vendor is 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.

4. The nominal capital of the Company is Rs. 500,000 divided into shares of Rs. 100 each.

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

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, surrender, and otherwise, as if it had formed part of the original capital.

7. The Directors may also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

#### SHARES.

8. The Company may issue the balance capital whenever the Directors shall think fit and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls and the Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures, or debenture stock of the Company. Such commission may, if thought fit, be paid in fully paid shares, debentures, or debenture stock of the Company. The Directors may also pay such brokerage as shall be lawful.

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

10. 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 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 lands, buildings, or other interests being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, buildings, or other interests, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.

13. Shares may be registered in the name of a firm or partnership, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies but not more than one partner or agent may act at a time.

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

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

16. The 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.

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share (except only as by these presents otherwise provided) 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 34 to become a Shareholder in respect of any share.

18. Every Shareholder shall be entitled to one certificate under the common seal of the Company, specifying the share or shares registered in his name and the amount paid thereon, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such shares provided that in the case of shares registered in the names of two or more persons the delivery of such certificate to any one of them shall be delivery to all.

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

#### CALLS.

20. 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.

21. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest 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.

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

23. 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.

24. 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.

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

- (1) A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid, and save as provided by clause 6 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value.
- (2) Except where the transfer is made pursuant to clause (1) or (5) the person proposing to transfer any share (hereinafter called "the proposing transferor") shall first in writing offer the share (hereinafter called "the offered share") to the Directors for purchase by them or any of them or by their nominee. The offer shall constitute the Directors his agents for the sale of the offered share at such value. The offer may include several shares and in such case shall operate as if it were a separate offer in respect of each share and shall specify the denoting number of each share which the proposing transferor desires to sell. The offer shall not be revocable except with the sanction of the Directors.
- (3) If the Directors shall within the space of 28 days from the date on which such offer shall have been received by them find a person willing to purchase the offered share at the price fixed by the transferor or, if no price is specified, at the fair value thereof fixed by the Auditor in accordance with these Articles, and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the transferor's price or the fair value of the offered share to transfer the offered share to the purchaser.
- (4) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring the offered share, the Directors may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (5) If the Directors shall not within the space of 28 days from the date on which the offer shall have been received by them find a person willing to purchase the offered share, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of 28 days, be at liberty, subject to Article 28 to sell and transfer the offered share to any person.
- (6) Whenever occasion arises to fix the fair value of a share, the Auditor shall on the application of the Directors certify the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert.
- (7) The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the

same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

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

27. 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.

28. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise; or to any person not approved 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 declinature shall be absolute.

29. 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 28, shall register the transferee as a Shareholder and retain the instrument of transfer.

30. 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.

31. 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.

32. 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 so closed for more than twenty-one days in any year.

#### TRANSMISSION OF SHARES.

33. The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

34. 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.

35. If any person who shall become entitled to be registered in respect of any share under clause 34, 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.

36. 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.

37. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during

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

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

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 reallocated, or otherwise disposed of under Article 39 hereof, shall be redeemable after sale or disposal.

43. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or in respect of any other debt, 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.

44. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for 28 days from such notice in paying the sum thereby required to be paid. Should the Shareholder over

whose shares the lien exists be in England or elsewhere abroad, 60 days' notice shall be allowed him.

45. 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.

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

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

#### PREFERENCE SHARES.

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

49. If at any time, by the issue of preference shares, participating preference shares or otherwise the capital is divided into shares or 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.

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

#### BORROWING POWERS.

51. The Directors may from time to time at their discretion borrow or secure the payment of any sum or sums of money for the purposes of the Company, provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed or secured by the Company and then outstanding exceed the sum of Rs. 25,000. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. And the Directors shall have power without the sanction of a General Meeting to borrow up to Rupees Fifty thousand (Rs. 50,000), carrying interest at a rate not exceeding 8 per cent. per annum, provided such loan is secured by debentures issued, and for the purpose of securing the repayment of such money so borrowed the Directors may exercise the power given them in the 53rd Article.

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

53. For the purpose of securing the payment of any such sum or sums of money 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.

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

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

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

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

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

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

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

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an *Extraordinary General Meeting*, to be held at such time and place as they shall determine. If they do not proceed to convene the same within 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.

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

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

63. Seven days' notice at least of every General Meeting *Ordinary or Extraordinary*, and by whomsoever convened specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address as appearing in the Register of Shareholders. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

65. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at the *Ordinary General Meetings* without notice, no General Meeting, *Ordinary or Extraordinary*, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened, except resolutions submitted under Article 61.

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

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

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

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

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

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

#### VOTING AT MEETINGS.

72. At any meeting every resolution shall be decided by a show of hands and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, 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.

73. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. On any other question the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

75. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by 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.

76. 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.

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

78. A corporation, being a member, may vote by any officer or duly authorized representative, who shall be entitled to speak, demand a poll, vote, act as proxy, and in all other respects exercise the rights of a member, and shall be reckoned as a member for all purposes.

79. 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.

80. 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.

81. 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.

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

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

*The Independent Publishing 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 \_\_\_\_\_.

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

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

**DIRECTORS.**

85. 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.

The qualification of a Director shall be his holding in his own right 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, but the qualification of an *ex-officio* Director shall be his holding in his own right one fully-paid share.

86. As remuneration for their services the Directors shall be entitled to appropriate a sum as may from time to time be authorized by the Company in General Meeting to be divided between them in such manner as they may determine, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to.

87. The first Directors shall be Mudaliyar Thomas Rodrigo, Mr. Norman Edward Weerasooriya, and Mr. Neil Marcus de Silva. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but they shall be eligible for re-election.

88. 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.

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.

89. The Directors shall be at liberty to appoint one or two Directors from the editorial or the administrative staffs and to remove from the office of Director any person so appointed and upon the removal or retirement of any

such person to appoint any other person in his place. The Directors so appointed shall be *ex-officio* Directors within the meaning of these presents. The Board shall have the power to enter into an agreement with any *ex-officio* Director appointed under this Article awarding to him a commission on the net profits of the Company or of any department thereof and such commission can be awarded in addition to any salary earned by such Director by reason of his editorial or administrative appointment and to his fees as Director.

**ROTATION OF DIRECTORS.**

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

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

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

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

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

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

96. 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.

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

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

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

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

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

**DISQUALIFICATION OF DIRECTORS.**

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Agent, or Secretary of the Company or Trustee for Debenture Holders,

- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors,
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting,
- (d) If he 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 98,
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months without leave from the Board,

and in the case of an *ex-officio* Director he shall cease to be a Director if and as soon as he ceases to hold an appointment on the editorial or the administrative staffs.

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 Broker, or being a member of a firm who are agents, or secretaries, solicitors, or brokers 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.

103. The Directors shall have power to carry into effect the acquisition of the aforesaid business of newspaper publishers and printers and the lease, purchase, or acquisition of any lands, estates, or property they may think fit, or any share or shares thereof.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, 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.

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

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

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

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

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

109. The Seal of the Company shall not be 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.

110. It shall be lawful for the Directors, if authorized so to do by an extraordinary 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 of, 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 a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

111. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in 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 by the Company.
- (d) To act on behalf of the Company 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. But none of the funds of the Company shall be employed in the purchase of or be lent on the security of shares of the Company.
- (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 of the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may

think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

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

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

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

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

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

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

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

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

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

#### ACCOUNTS.

122. The Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and

engagements, and of all other 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.

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

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

125. The 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 heads of expenditure. Every item of expenditure fairly chargeable against the year's income amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other 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.

126. 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.

127. 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.

128. A printed copy of such balance sheet shall, at least 7 days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

129. 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.

130. 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. An Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors deem necessary.

131. 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.

132. 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.

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

134. 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.

135. 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.

136. 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.

137. 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 amounts paid on their shares, but no dividend or bonus shall be payable except out of nett profits. In ascertaining the profits available for dividend the Company may at any time value the whole of its assets not ordinarily revalued from year to year for the purpose of its accounts, and any increase in the total value of such assets found upon such valuation may (if and so far as the Board shall consider the same to be permanent) be brought into account as part of the divisible profits of the Company.

138. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

139. 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 investments 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.

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

#### CAPITALIZATION OF RESERVE.

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

payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. No unpaid dividend or bonus shall ever bear interest against the Company.

142. 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.

143. 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.

144. 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.

145. 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.

146. 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.

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

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

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

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

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

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

#### EVIDENCE.

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

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

154. Any Shareholder, whether a Director or not, and whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the property of the Company or any part

thereof in the event of a winding-up or a dissolution, or at any other time when a sale of the Company's property or effects or any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

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

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

Shares.	Subscribers.
One ..	THOS. RODRIGO, Panadure
One ..	A. MAMUJEE, 10th lane, Bambalapitiya
One ..	A. R. A. RAZIK, Bambalapitiya
One ..	A. SELLAMUTTU, Rosmead place, Colombo
One ..	N. E. WEERASOORIA, Kotte
One ..	C. V. DIAS, Elibank road, Colombo
One ..	N. M. DE SILVA, 5th lane, Colpetty

Witness to all the above signatures this Fifteenth day of May, One thousand Nine hundred and Thirty-five, at Colombo.

S. A. JAYASEKERA,  
Proctor, Supreme Court.

#### The Tannahena Rubber Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Tannahena Rubber Estates, Limited, will be held at the registered office of the Company, Chartered Bank Buildings, Colombo, on Saturday, June 22, 1935, at 10.30 in the forenoon, for the purpose of considering and if thought fit—passing as an extraordinary resolution the following resolution with or without modification:—

- (1) That the Conditional Agreement dated the 28th day of May, 1935, and made between the Company of the one part and Grand Central (Ceylon) Rubber Estates, Limited, of the other part, being an Agreement for the sale to the Grand Central Company of the estates belonging to this Company in consideration of the allotment to this Company or its nominees of 29,800 fully paid shares of £1 each in the capital of the Grand Central Company be and the same is hereby approved and sanctioned and that the Directors of the Company be and they are hereby authorized to carry the same into effect with such modifications (if any) as they may think expedient.

and passing the following further resolutions with or without modification:—

- (2) That the Company be wound up voluntarily and that Maurice John Harding be appointed liquidator for the purposes of such winding-up.

(3) That the said liquidator be hereby authorized to carry into effect an agreement dated the 28th day of May, 1935, expressed to be made between this Company of the one part and Grand Central (Ceylon) Rubber Estates, Limited (hereinafter called "the Grand Central Company") of the other part and with a view to attaining this object to execute and make or cause to be executed and made all deeds, registrations, and things, which may be necessary for vesting in the Grand Central Company the property agreed to be sold by the said agreement and for fulfilling the obligations of this Company under the said agreement.

(4) That the said liquidator be hereby authorized pursuant to section 234 of the English Companies Act, 1929, to receive in compensation or part compensation for the transfer or sale of the property agreed to be sold by the said agreement 29,800 shares of £1 each in the capital of the Grand Central Company credited as fully paid upon the terms of the said agreement for distribution among the Shareholders of this Company and that the provisions of the said section 234 where applicable shall be effective accordingly.

And notice is hereby further given that a further Extraordinary General Meeting of this Company will be held on July 8, 1935, at the same time and place for the purpose of receiving a report of the proceedings at the above-mentioned meeting and of confirming if thought fit as special resolutions the above-mentioned resolutions Nos. 2, 3 and 4.

By order of the Board,

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

#### Auction Sale, D. C. Colombo, No. 48,994.

Lee Hedges & Company, Limited of Colombo . . . Plaintiffs.  
Vs.

- (1) Nasaranpattiage Don Alexander, (2) Samarakkodi Aratchige Mary Josephine Perera, both of Dalugama, Kelaniya, Colombo, (3) Allapperuma Aratchige Hamy Nona of Alutmawatta road, Mutwal. Defendants.  
C. H. Pieres of Hulftsdorp, Colombo, the provisional assignee of the insolvent estate of Nasaranpattiage Don Alexander, the 1st defendant. Substituted Defendant.

UNDER and by virtue of the commission and decree issued to me in the above action, I shall put up for sale by public auction on Friday, June 28, 1935, at 4.30 p.m. at the spot for the recovery of the sum of Rs. 3,969.83, with further interest at 8 per cent. per annum on Rs. 3,800 from April 1, 1932, to date of decree March 22, 1935, viz.:—Rs. 903.67 aggregating Rs. 4,873.50 due in respect of bond No. 196, dated October 5, 1929, attested by L. G. Motha of Colombo, Notary Public, together with interest on the said aggregate sum of Rs. 4,873.50 at the rate of 9 per cent. per annum from the date of decree till payment in full and costs of action as taxed by the officer of the court, the following properties:—

1. All those divided northern four-fifth share of a portion of land called Kadurugahawatta bearing assessment No. 21, with the houses and plantations thereon situated at Wall street, Alutmawatta, within the Municipality and in the District of Colombo, Western Province; and bounded on the north by Wall street, east by one-fifth share of this land belonging to Alagiadure Lewis Mendis, south by the field belonging to the Hon. Mr. A. D. A. Seneviratne, and west by the one-fifth share of this land belonging to Kandege Ana Perera and another; containing in extent 1 rood and 2 square perches, and registered under the title A 127/274.

2. All that undivided northern half part adjoining the road of and in all that divided north-eastern just half part or an undivided one-fourth part of all that portion of land called Kadurugahawatta with the plantations thereon situated at Alutmawatta, Mutwal, within the Municipality and in the District of Colombo, Western Province, presently bearing assessment No. 22, Wall's lane; and which said portion of land called Kadurugahawatta is bounded on the north by a portion of this land belonging to Sanchihamy, south-east by a portion of this land belonging to Kandege Paullu Perera, south-west by the field belonging to Kuruppu Aratchige Marku Mendis, and north-east by the road; containing in extent within these boundaries 35 43/100 square perches, exclusive from the north-eastern half part a portion of land two feet long twenty-five feet broad on which the old house stands. Registered under the title A 97/296.

3. All that undivided southern half part or share of and in all that divided north-eastern just half part of the garden called Kadurugahawatta (exclusive of a strip of land two feet in length and twenty-five feet in breadth on which the old house stands) bearing assessment No. 22, situate at Wall's lane, in Alutmawatta, within the Kotahena ward of the Municipality, and in the District of Colombo, Western Province; the entire land being bounded on the north-east by Wall's lane, south-east by the other part of the garden of Kandage Paulu Perera, south-west by the field of Kuruppu Aratchige Martha Mendis, and north-west by the other part of this garden of Sanchihamy, containing in extent 1 rood and 13 69/100 perches; according to plan No. 1210, dated June 20, 1918, made by J. S. W. Smith, Licensed Surveyor and Leveller. Registered under the title A 134/82, which said three allotments of land adjoin one another and their situation as respect one another can be included in one survey and as such the same is now being surveyed and described as:—Portions of two contiguous allotments of land with the buildings and plantations thereon bearing assessment No. 21/1, 21/2, 21/4, 21/11, and 22, situated at Wall's lane in Kotahena, within the Municipality and District of Colombo, Western Province; and bounded on the north-east by Wall's lane, south-east by premises bearing assessment No. 20, belonging to M. P. Perera, south-west by railway reservation, and north-west by premises bearing assessment No. 24, belonging to Sanchihamy and portion of premises bearing assessment No. 22; containing in extent 1 rood and 10 27/100 perches; according to plan No. 1409, dated November 14, 1926, made by S. SaBaratnam, Surveyor.

4. All that western half part or share (save and except the north-eastern half part belonging to Kandage Maria Perera and Vitharne Pathirage Don Allis Appu) from and out of all that one-fifth part of and from a portion of land called Kadurugahawatta, together with buildings and plantations standing thereon bearing assessment No. 23, situated at Alutmawatta, within the Municipality and District of Colombo, Western Province; which said one-fifth portion is bounded on the north by a portion of this land belonging to Sanchihamy, on the south-east by another portion of this land belonging to Kandage Paulu Perera, on the south-west by the field of Kuruppu Aratchige Marku Mendis, and on the north-east by the road containing in extent 35 43/100 square perches. Registered under the title A 165/128, together with all the buildings thereon and all appurtenances whatsoever to the said properties and premises belonging or in anywise appertaining thereto or used or enjoyed therewith and the full benefit and advantage of all insurances effected thereon and all the estate, right, title, interest, property, claim and demand whatsoever of the said 1st, 2nd, and 3rd defendants and of the substituted defendant as such assignee of in, to, upon, or out of the said properties and premises. For further particulars apply to Messrs. Julius & Creasy, Proctors and Notaries Public, Colombo, or to me—

Phone: 289. J. G. VANDERSMAGT, Auctioneer and Commissioner.  
20, Baillie street, Fort.

**Auction Sale.**

In the District Court of Colombo.

Cyril Evertsz Fernando of Maurene, Havelock Town, in Colombo . . . . . Plaintiff.  
No. 2,703.

- (1) Widanelage Harhanis Soysa, (2) Widanelage Robin Soysa, (3) Widanelage Emily de Alwis and her husband (4) Watutantrige Leslie Shelton de Alwis, (5) Widanelage Ruby Soysa, (6) Widanelage Justin Soysa, (7) Widanelage Joseph Soysa, all of No. 13 in 13th lane, Bambalapitiya, Colombo . . . . . Defendants.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Tuesday, June 25, 1935, at 5 P.M. at the spot, the property hereinafter described:—

A portion of land called Appuhamigewatta formerly bearing assessment No. 345/32b, Wellawada, now bearing Municipal assessment No. 13, situated in 13th lane, Bambalapitiya, within the Municipal limits of the District of Colombo, Western Province; and bounded on the north by a lane 9 ft. wide, on the east by the remaining portion of the same garden belonging to W. A. Peiris, on the south by the property of N. S. Fernando, and on the west by a part of the same garden belonging to Colende Marikar; containing in extent 25 95/100 perches (save and except therefrom a portion in extent 10 1/2 perches sold and conveyed on August 28, 1906) but together with a right of way to the said premises at its north-eastern end by the road way or

passage 9 ft. as marked with dotted lines in the plan dated November 30, 1899, annexed to the title deed No. 4,069 dated December 7, 1899, attested by W. B. de Fry, Notary Public.

For further particulars apply to J. P. Salgadce, Notary Public, Hulftsdorp, or to me—

29, Cannal Row, CLINTON B. FERNANDO, Auctioneer.  
Fort, June 5, 1935.

**26 Auction Sale.**

In the District Court of Colombo.

Dexter Pius Jansen and Esme Ellice Jansen (husband and wife) of Nulansz, Nawala, Nugegoda. . . Plaintiffs.  
No. 2,612.

- (1) Nafia Umma and (2) Abdul Caffoor Mohamed Ismail, both of 98, Hulftsdorp, Colombo, (3) David Doig and (4) George Maurice Fernando, both of Colombo (Joint Treasurers of Delmege Forsche & Co., Ltd., Peons and Messengers Benevolent Fund) . . . . . Defendants.

UNDER mortgage decree in the above case, I shall sell by public auction on Saturday, June 29, 1935, at the respective spots, commencing from 4.30 P.M. :—

1. All that allotment of land with the buildings thereon bearing assessment No. 98, situated at Hulftsdorp and Silversmith street (presently bearing No. 63) in Colombo, in extent 4 50 perches.
2. All that property and premises with the buildings thereon bearing assessment No. 582/1, situated at Silver-smith street (presently bearing No. 15) in Colombo in extent 1 13/100 perches.

Further particulars from S. R. Ameresekera, Esq., Proctor and Notary, or—

FRANCIS F. KRISHNAPILLAI, F.A.L.P.A., Auctioneer and Broker.  
167, Hulftsdorp, Colombo, June 5, 1935.

**Auction Sale under Mortgage Decree.**

*A Valuable Tea Property adjoining Andandeniya, Panwilaenme, Gampola.*

In the District Court of Kandy.

Hettikankanange Joseph Perera Samarasekera of Edward Hill Estate, Pussellawa . . . . . Plaintiff.

- No. 45,920. . . . . Vs. . . . .  
(1) Muttusamy's daughter Govinda Ammal of Pupuressa, (2) Periyasamy's daughter Muttammal and her husband (3) Periyasamy's son Pandanam, both of Atabage, (4) Periyasamy's son Karupiah, (5) Periyasamy's son Nadayson, (6) Periyasamy's daughter Sindamani and her husband (7) Govinda Asary's son Suppramaniam Asary, all of Pupuressa, in Udapalata, and (8) M. R. M. A. Valliappa Chettiayar of Gampola . . . . . Defendants.

UNDER instructions received from the plaintiff and under authority from court, I shall sell by public auction on Saturday, June 29, 1935, commencing from 2.30 P.M., at the first land hereunder the premises following:—

All the right, title and interest of the 1st, 2nd, 3rd, 4th, 5th, and 6th defendants in and to the following:—

1. All those allotments of land called Nittamahuwewatta and Nasideniyehena *alias* Pujagodahena being the southern portion situate at Udalegundeniya in Kandukara Ihala korale of Udapalata, Kandy District; containing in extent 9 acres and 13 perches, but according to Mr. J. T. Trowell's plan 8 acres 3 roods and 12 perches, with everything thereon.
2. All that allotment of land lying to the north and north-west of the land above described situated at Udalegundeniya aforesaid; containing in extent (exclusive of paddy field called Nittamaluweaswedduma of about 8 lahas paddy sowing and a portion of jungle land called Erimiginemma of about 1 acre lying between Nittamaluweela, on the west and road to Nilamba on the east) about 7 acres more or less, but according to Mr. J. T. Trowell's plan 11 acres 1 rood and 38 perches, with everything thereon.

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

K. EDMUND PERERA, Auctioneer and Broker.  
"Castle Stores," 115, Castle Hill street, Kandy.

**Auction Sale under Mortgage Decree.**

*Tea Properties, &c.*

In the District Court of Kandy.

Hettikankanange Joseph Perera Samarasekera, executor of the estate of the late Hettikankanange James Perera Samarasekera, Muhandiram, of Edward Hill Estate, Pussellawa ..... Plaintiff.  
No. 41,797.

- (1) Wijesinhe Mudianselage Kiri Banda of Pussellawa,
- (2) R. M. Mudianse also of Pussellawa .... Defendants.

UNDER instructions received from the plaintiff and under authority from court, I shall sell by public auction on Thursday, July 4, 1935, commencing from 2 P.M., at the first land hereunder the premises following:—

- 1. All that western portion of 17 nellies kurakkan sowing or 1 acre and 80 perches out of Medakandehena, situate at Pussellawa in Kandukana Ihala korale of Udapalata, Kandy District, Central Province.
- 2. Medakandehena described as of 2 acres, and containing in extent by survey 1 acre 3 roods and 12 perches.
- 3. Medakandewatta of 2 pelas paddy sowing in extent.
- 4. Und. 1/2 share of Mondaragalegalgodehena of 4 amunams paddy sowing in extent.
- 5. Karagahamullehena of 1 amunam paddy sowing in extent.
- 6. Pahalagederawatta of 1 pela paddy sowing in extent.
- 7. Und. 1/2 share of Rukattanagahamulle-ellewatta of about 2 pelas paddy sowing extent.
- 8. Pallepita-angekumbura of about 8 lahas paddy sowing in extent.
- 9. Gurugahakotuwewatta of about 1 pela paddy sowing in extent, all situate at Pussellawa aforesaid.

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

K. EDMUND PERERA,  
Auctioneer and Broker.

“Castle Stores,”  
115, Castle Hill street, Kandy.

**Auction Sale under the Partition Ordinance.**

In the District Court of Kandy.

- (1) Vana Ena Rawanna Mana Vyrawan Chettiar,
  - (2) Vana Ena Rawanna Mana Ramasamy Chettiar,
- both of Colombo street, Kandy ..... Plaintiffs.  
Case No. 44,493. Vs.

- (1) Ethel Wijeratne of Mawilimada, Kandy, (2) Mary Nona Veronica Paramanathan, nee Irene Shane of Mammet Kyles, Matale, (3) Andrew Ponnambalam Anthony of Keenakelle estate, Badulla, (4) Victoria Kamalatchy of Katukelle Lake road, Kandy, (5) Felix Anthony of Colombo street, Kandy. Defendants.

BY virtue of a commission issued to me, the undersigned in the above case, I shall sell by public auction on Saturday, July 27, 1935:—

- 1. At 2 p.m. at the spot.—All that house and premises bearing assessment No. 137, situate at Colombo street, Kandy, containing in extent 71/100 perches,
- 2. At 3 p.m. at the spot.—All that land and premises, situate at Katukelle Lake road, Kandy, containing in extent 3 roods and 30 perches, with the tiled houses bearing assessment Nos. 26 and 27 and presently bearing assessment Nos. 24, 24A, 26, and 26A.

The premises will be first put up for sale among the co-owners, at the appraised value and if no co-owner bid for it, it will be immediately be sold to the public to the highest bidder without reserve.

For further particulars, please apply to Messrs. Bevan & Bevan, Proctors, Kandy, or to me—

C. E. D. JONKLAAS,

Messrs. JONKLAAS & LUDOVICI,  
Commissioners and Auctioneers.

**Auction Sale under Partition Decree.**

UNDER commission in case No. 29,722, D. C., Galle, I shall sell by public auction on July 20, 1935, commencing at 9.30 A.M. at the spot:—All that allotment of land called Dombagahawatta and everything standing thereon, situated at Randumbel in Balapitiya, in extent 39.10 perches (in 3 blocks).

This sale will be held under Partition Ordinance 10 of 1863.

Further particulars apply to A. S. Jayawickrama, Esq., Proctor, Supreme Court, Galle, or to me—

A. H. ALBERT DE SILVA,  
Auctioneer.  
Balapitiya, June 4, 1935.

**13 Auction Sale under Partition Decree.**

UNDER commission in D. C. Galle, case No. 29,601, I shall sell by public auction on July 20, 1935, commencing at 11.30 A.M. at the spot:—All that allotment of land called Endiakkawewa and everything standing thereon, situated at Randumbel in Balapitiya, in extent 39 perches (in 2 blocks).

This sale will be held under Partition Ordinance 10 of 1863.

For further particulars, please apply to A. P. de Zoysa, Proctor, Supreme Court, Galle, or to me—

A. H. ALBERT DE SILVA,  
Auctioneer.  
Balapitiya, June 4, 1935.

**Auction Sale.**

In the District Court of Batticaloa.

- (1) Muhaitinbawa Ahamadulevve Marikar (dead), and
- (2) Ahamadulevve Marikar Mohamadu Mohaideen of Division No. 2, Kattankudy ..... Plaintiffs.

Ahamadulevve Marikar Mohamadu Mohaideen of Kattankudy ..... Substituted Plaintiff.  
No. 7,863.

T. Mohamadu Yousuppulevvepody Ahamadulevve of Saindamarutur ..... Defendant.

BY virtue of the commission issued to me by the District Judge of Batticaloa, I shall put up for sale by public auction the under mentioned properties at the respective spots on Saturday, June 29, 1935, at 9.30 A.M. and 3 P.M., respectfully.

9.30 a.m.: 1st Property.—A paddy land composed of the fields called Purayadivayal, Palayamullaikara-anvayal, and a piece of on the eastern side of Muthadduvayal, all forming into one block in extent 14 acres, out of a paddy land called Kudavely in Sengatpadaikandam in Nindoorpattu, Batticaloa District, Eastern Province; bounded on the north by Mayilkunchalavaraivayal and Vaikkal, east by Mayilkunchalavaraivayal and Pachalvaikkal, south by Sampulevvaivaikkal, west by Muthadduvayal belonging to Meeralevve. Out of the land of these metes and bounds, an undivided 6 acres and rights.

3 p.m.: 2nd Property.—A paddy land composed of the fields called Nerinakeetupallavayal and a portion of Kallikeetu forming into one block, situated at Siruvely in Irai-velikandam in Karavaku pattu, Batticaloa District, Eastern Province; bounded on the north by Vattavanvayal belonging to M. V. Seydaummah and Chattakaranvayal belonging to N. Nallatamby, south by the boundary of the field Padangkany belonging to A. Kasinavayapody, east by boundary of Nalukeettuvayal and boundary of Kalikeetu, west by the boundary of Ponnankanively Pallavayal; and containing in extent from north to south 96 fathoms, east to west 52 fathoms with outlets, inlets, and other rights.

S. C. SABAPATHY,  
Auctioneer and Broker.  
Batticaloa, May 28, 1935.

**12 Revocation of Power of Attorney.**

NOTICE is hereby given that the power of attorney No. 2,302 dated January 9, 1933, attested by C. Sevaprakasam of Colombo, Notary Public, granted by me in favour of Kana Ramasampillai son of Kandappapillai and Subbarayapillai son of Thanupillai for use in Ceylon, is hereby revoked so far as the said Subbarayapillai son of Thanupillai is concerned. The said Kana Ramasampillai son of Kandappapillai shall alone continue to be my attorney.

May 10, 1935. SOUVANNA SEYNA SHANMUGAMPILLAI.

**APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.**

I hereby give notice that I have on May 30, 1935, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Excise Notification No. 200 of September 30, 1930:—

Name and address of applicant: H. D. Pieris, Imperial Medical Stores, 175, Main street, Colombo.

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

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

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

THE IMPERIAL MEDICAL STORES,  
H. D. PIERIS.



We hereby give notice that we have on June 1, 1935, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1936.

*Pro. 10.00*  
Schedule.

Name and address of applicant: The Colombo Apothecaries Co., Ltd., Fort, Colombo.

Description of licences applied for: (1) Wholesale licence for the sale of foreign liquor, (2) retail licence for the sale of foreign liquor, (3) licence for the sale of rectified spirits, (4) licence for the sale of medicated wines.

This application is for the renewal of existing licences. Premises to be licensed: 33 to 37, Prince street, Fort, Colombo.

THE COLOMBO APOTHECARIES CO., LTD.  
Colombo, June 1, 1935.

*Pro. 10.00*  
I hereby give notice that I have on June 1, 1935, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 18, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: Devalaliyanage Vincent de Silva of 114, Colombo-Galle road, Wellawatta.

Description of licence applied for: To sell foreign liquor in retail (not to be consumed in the premises).

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

Situation of premises to be licensed: 114, Colombo-Galle road, Wellawatta.

D. VINCENT DE SILVA

*Pro. 10.00*  
We hereby give notice that we have on May 31, 1935, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 30, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: De Mege, Forsyth & Co., Ltd., P. & O. building, York street, Fort, Colombo.

Description of licence applied for: Retail off.

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

Situation of premises to be licensed: 22, Rudd's lane, Maradana.

DELMEGE, FORSYTH & CO., LTD.  
O. C. MARSH,  
Director.

*Pro. 10.00*  
I hereby give notice that I have on May 8, 1935, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 30, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: V. R. Motha, 11, Union place, Colombo.

Description of licence applied for: Retail off.

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

Situation of premises to be licensed: 11, Union place, Slave Island, Colombo.

V. R. MOTHAS.

*Pro. 10.00*  
I beg to give notice that I have on May 27, 1935, applied to the Government Agent of the Western Province, for the licence in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise regulations:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: V. Kailasapillai, 270, Main street, Pettah, Colombo.

Description of licence applied for: Foreign liquor retail off licence.

A 4

State whether the application is for renewal of existing licence or for new licence: Change of premises and renewal. Situation of premises to be licensed: 238 and 240, Fourth Cross street, Pettah, Colombo.

V. KAILASAPILLAI.

*Pro. 10.00*  
I hereby give notice that I have on May 28, 1935, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 18, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: Anna Bastiampillai.

Description of licence applied for: Retail.

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

Situation of premises to be licensed: 280, Main street, Colombo.

ANNA BASTIAMPILLAI.

*Pro. 10.00*  
I hereby give notice that I have on May 27, 1935, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 18, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: J. R. Peter.

Description of licence applied for: Wholesale, retail bottling.

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

Situation of premises to be licensed: 59, Colledge street, bottling; 278, Main street, wholesale and retail.

J. R. PETER.

*Pro. 10.00*  
I hereby give notice that I have on May 27, 1935, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 18, 1930:—

Name and address of applicant: H. Lawrence Fernando, 272, Main street, Pettah.

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

Description of Premises Licences applied for:

- |                |    |                                   |
|----------------|----|-----------------------------------|
| (1) Tavern     | .. | 268, Main street, Pettah          |
| (2) Retail off | .. | 270/272, Main street, Pettah      |
| (3) Wholesale  | .. | 129/131, Bankshall street, Pettah |
| (4) Bottling   | .. | 135, Bankshall street, Pettah     |
| (5) Retail off | .. | 14, Mutwal street, Pettah         |

H. LAWRENCE FERNANDO.

*Pro. 10.00*  
We hereby give notice that we have on June 7, 1935, applied to the Government Agent Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 30, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: Cumberbatch & Co., Ambewatta House, Vauxhall street, Slave Island, Colombo.

Description of licence applied for: Retail off.

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

Situation of premises to be licensed: 90, Vauxhall street, Slave Island, Colombo.

CUMBERBATCH & CO.

*Pro. 10.00*  
I hereby give notice that I have on May 27, 1935, applied to the Government Agent, Jaffna, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Exeise Notification No. 200 of September 18, 1930:—

*Pro. 10.00*  
Schedule.

Name and address of applicant: Sittampalam Ponnusamy.

Description of licence applied for: Medicated wines.

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

Situation of premises to be licensed: The Jaffna Apothecaries Co., Main street.

S. PONNUSAMY.

I hereby give notice that I have on June 1, 1935, applied to the Government Agent, Province of Sabaragamuwa, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Excise Notification No. 200 of September 30, 1930 :—

Name and address of applicant: V. MOTHA, 209, Main street, Ratnapura.

Description of licence applied for: Foreign liquor "Retail off."

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

Situation of premises to be licensed: 209, Main street, Ratnapura; 59, Main street, Rakwana; and Talgahawita, Dumbagamanuwa, Dela.

V. MOTHA.

I hereby give notice that I have on May 30, 1935, applied to the Government Agent, Kegalla, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1936, in compliance with Excise Regulations No. 200 of September 18, 1930 :—

Name and address of applicant: A. S. V. ASAIPPILLAI, Bulatkohupitiya.

Description of licence applied for: Retail licence for the sale of foreign liquor A51/4/1.

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

Situation of premises to be licensed: Bulatkohupitiya.

A. S. V. ASAIPPILLAI.

### MISCELLANEOUS DEPARTMENTAL NOTICES.

#### R/Dumbara Sinhalese Mixed School.

NOTICE is hereby given that the above school situated in the Kukul korale, Ratnapura District of the Province of Sabaragamuwa, has been registered as a school maintained under Clause 32A of the Code of Regulations for Assisted Vernacular and Bilingual Schools with effect from June 1, 1935.

Mr. G. J. B. Kiriella, R.M., has been appointed Manager of the said school.

Education Office,  
Colombo, June 7, 1935.

L. MACRAE,  
Director of Education.

#### Ku/Pahala Mawatagama Sinhalese Mixed School.

NOTICE is hereby given that the above school situated in the Wana, Hatpattu, Kurunegala District of the North-Western Province, has been registered as a school maintained under Clause 32A of the Code of Regulations for Assisted Vernacular and Bilingual Schools with effect from June 1, 1935.

Mr. R. M. Mudiyanse, Gan-Arachchi, has been appointed Manager of the said school.

Education Office,  
Colombo, June 7, 1935.

L. MACRAE,  
Director of Education.

#### R/Watapota Sinhalese Mixed School.

NOTICE is hereby given that the above school situated in the Nawadun korale, Meda pattu, Ratnapura District of the Province of Sabaragamuwa, has been registered as a school maintained under Clause 32A of the Code of Regulations for Assisted Vernacular and Bilingual Schools with effect from March 1, 1935.

Mr. H. A. Goonasekera, R.M., has been appointed Manager of the said school.

Education Office,  
Colombo, June 7, 1935.

L. MACRAE,  
Director of Education.

#### Change of Management.

NOTICE is hereby given that the Ven. F. L. Beven has been appointed Manager of the schools mentioned below in place of the Rev. D. G. Gunasekera with effect from May 21, 1935.

Schools referred to: St. Mary's English School, Veyangoda, Nungomuwa M. V. School.

Education Office,  
Colombo, May 30, 1935.

L. MACRAE,  
Director of Education.

#### Change of Management.

NOTICE is hereby given that the Rev. W. H. W. Jayasekera has been appointed Manager of the schools mentioned below in place of the Ven. F. L. Beven with effect from May 21, 1935.

Schools referred to: Christ Church English Mixed School, Kurunegala, Holy Emmanuel Sinhalese Mixed School, Kurunegala.

Education Office,  
Colombo, May 30, 1935.

L. MACRAE,  
Director of Education.

#### Sale of Goods.

NOTICE is hereby given that the undernoted packages which have been lying at the Baggage Office, Canal Yard, B1 and B2 Warehouses beyond the time allowed by law, will be sold by public auction on Tuesday, July 2, 1935, at 1 P.M., unless previously cleared. All goods sold but not cleared within three days after approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff.

#### BAGGAGE OFFICE.

Date, 1935.	Serial No.	Name.	Vessel.	No. and Description.
January 12	2596	Mrs. Sutherland	ss. Otranto	1 dog kennel
January 13	2606	Mr. H. A. Lander	do.	1 box used personal effects
January 16	2756	Nil	Found in B.O.	1 bundle cont. 3 cushions, 2 shawls, &c.
January 25	2963	Mrs. T. Don Joseph, H. W. Cave & Co., Colombo	ss. Tango Maru	1 parcel booklets
January 30	3316	Nil	Found in B.O.	1 set of 7 volumes entitled Peoples of all Nations

#### CANAL YARD.

Serial No.	Vessel.	Marks.	No. and Description.
244	ss. Alipore of 5.1.35	N. H. L. or Nil	5 pieces scantlings

#### B1 WAREHOUSE.

Eno. and Date.	Vessel.	Marks.	No. and Description.
F 1759 of 11.1.35	ss. Jeypore	RB upon CO within a diamond 232/234, 287, 290 below	5 cases stationery, glassware, cycle valves, canvas and rubber shoes, sample of cotton piece goods

#### B2 WAREHOUSE.

1983 of 15.1.35	ss. Havana Maru	79 within a diamond and K S S H 4 around	1 case toilet powder
3823 of 26.1.35	ss. Harmoxdies	Vel 25104	1 case vein

H. M. Customs,  
Colombo, June 5, 1935.

H. S. M. H. (Signature)  
for Principal Collector.

**Farm School, Peradeniya.***Results of 1933-1935 English Course.*

(In order of merit.)

Class I.—C. H. W. Perera.

Class II.—R. Ratnasabapathy, S. Sithamparapillai.

Pass.—D. A. Deheragoda, T. R. Siriwardena.

Department of Agriculture,  
Peradeniya, June 4, 1935.W. YOUNGMAN,  
Director of Agriculture.**Ceylon Government Railway.**

THE Railway Level Crossing at 23½ miles 29 chains between Kodikamam and Chavakacheheri will be closed to vehicular traffic from 9.40 p.m. on Tuesday, July 9, 1935, to 6 A.M. on Wednesday, July 10, 1935, to enable repairs to be carried out.

Colombo, May 30, 1935.

E. W. HEAD,  
General Manager.**Closing of Road to Traffic.**

NORTHERN PROVINCE.

*Pallai District.*

IT is hereby notified that Bridge No. 1 on the 2nd mile Chavakacheheri-Thankankilappu road will be closed for traffic from June 20, to July 4, 1935, both days inclusive, to enable constructional improvements to be carried out to the above bridge.

Public Works Office,  
Colombo, May 29, 1935.

E. W. BARTHOLOMEW,  
for Director of Public Works.**Auction Sale of Timber, Jaffna Depot.**

THE under-mentioned Government timber lying at the Jaffna Depot will be sold by public auction on the spot by the Divisional Forest Officer, Dry-Zone Division, Jaffna, on Friday, June 28, 1935, at 9.30 A.M. :—

Lot 1 .. 50 Palu logs | Lot 2. .. 10 Satin logs

Further particulars and conditions regarding the sale may be obtained at the Office of the Divisional Forest Officer, Dry-Zone Division, Jaffna.

H. E. C. LUSHINGTON,  
Acting Conservator of Forests.  
Office of the Conservator of Forests,  
P. O. Box 500,  
Colombo, June 4, 1935.

APPLICATIONS are invited for the post of Salt Supervisor in Class III. in the Salt Establishment under the Assistant Government Agent, Puttalam, on a salary of Rs. 540 per annum rising up to Rs. 690 per annum by 5 annual increments of Rs. 30.

2. Applications, which should be in the applicants' own handwriting, will be received by the Assistant Government Agent, Puttalam, up to 2 P.M. on June 18, 1935.

3. Applicants should have passed the Cambridge Senior or the Senior School Certificate (English) Examination and must be between 18 and 25 years of age.

The Kachcheri, R. CHINTAMANI,  
Puttalam, June 4, 1935. for Assistant Government Agent.

**Wanted a Travelling Inspector for the Department of Labour.**

APPLICATIONS from British subjects whose families are permanently resident in the Island will be received by the Controller of Labour, Galle Face Secretariat, Colombo, for the pensionable post of a Travelling Inspector in the Department of Labour, on a salary of Rs. 3,000—Rs. 4,200 per annum by ten increments of Rs. 120. No rent allowance is payable to new entrants. The appointment will be on one year's probation.

2. Applicants should have completed 25 years of age on July 1, 1935, should have passed the Cambridge Senior Local or the Cambridge Senior School Certificate Examination, the London Matriculation, or higher examinations and must be able to read and write Tamil and converse fluently in colloquial Tamil.

3. Applicants should be prepared to travel from 20 to 25 days every month, to be stationed in any part of the Island and keep a serviceable motor car, the cost of which will be advanced if necessary, on the conditions laid down by Government. Leave, holiday warrants, and other conditions of service for old or new entrants will be governed by the regulations issued by Government from time to time.

4. Candidates selected for interview must attend this office at their own expense. They will be examined in Reading, Writing, and Interpretation in Tamil. The selected candidate will be required to pass a medical examination by a Medical Officer appointed by Government for the purpose. (No fee will be payable by the candidate.)

5. Applications should be made on the prescribed form obtainable at the Office of the Controller of Labour and should be sent to the Controller to reach him on or before 12 noon on Saturday, June 22, 1935.

6. Any attempt to interview the Controller or any member of his Department on behalf of any candidate will render that candidate liable to disqualification.

W. O. STEVENS,  
Acting Controller of Labour.  
Colombo, June 5, 1935.

THE following staff will shortly be required at the new Government Rice Mill at Anuradhapura :—

1 Oil Engine Driver and General Mechanic on a salary of Rs. 720 rising to Rs. 960 by annual increments of Rs. 48.

1 Assistant Engine Driver who will also act as Fireman for the boiler on a salary of Rs. 420 rising to Rs. 780 by annual increments of Rs. 60.

The posts are non-pensionable and no rent allowance will be paid unless the person appointed was already in the public service prior to June 1, 1934.

Applications containing a statement of the applicant's experience and accompanied by copies of testimonials, should be sent before June 17, to the Director of Agriculture, Peradeniya.

W. YOUNGMAN,  
Peradeniya, May 23, 1935. Director of Agriculture.

**NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."****Sale of Toddy Rents, Western Province, 1935-36.**

TENDERS are hereby invited for the purchase of the exclusive privilege of selling fermented toddy by retail at the under-mentioned toddy taverns and groups of toddy taverns from October 1, 1935, to September 30, 1936, subject to Toddy Rent Sale Conditions and Tavern Licence Conditions appearing in Excise Notification No. 278 published in *Government Gazette* No. 8,118 of May 3, 1935, and General Conditions appearing in Excise Notification No. 276 published in the same *Gazette*.

2. Each tender for a single tavern or a group of taverns must be accompanied by a Kacheheri or Treasury receipt acknowledging the deposit of Rs. 500.

3. Tenders should be addressed to the Government Agent, Western Province, Colombo. Envelopes should be marked, on the top left hand corner "Tender for Toddy Tavern No. " or "Tender for Toddy Tavern Group No. "

4. No person is permitted to send in more than one tender for any one tavern or group of taverns. Tenders not made strictly in accordance with the Conditions of Sale or which are on any way not in order will not be considered.

5. Tender forms will be issued to those who produce Kacheheri/Treasury receipts for Rs. 500. All intending tenderers who are not known to the Kacheheri should produce certificates of worth from the Mudaliyar or other chief headman.

6. (i.) The Government Agent reserves to himself the right of rejecting any or all tenders without assigning any reason therefor.

(ii.) Conditions of sale and any other particulars can be obtained on application at the Colombo Kacheheri.

7. Tenders close at 10.30 A.M. on Tuesday, June 25, 1935. Tenderers are required to be present at the Kacheheri on the above date.

The Kacheheri,  
Colombo, June 4, 1935.

R. H. WHITEHORN,  
Government Agent.

TAVERNS REFERRED TO ABOVE.  
List of Toddy Taverns, Colombo District.  
Colombo Mudaliyar's Division.

- |   |   |
|---|---|
| 1 Bounded on the north by Main street, on the east by 1st Cross street, on the south by Norris road, on the west by Front street  | Pettah Ward (Front street Tavern)           |
| 2 Bounded on the north by south side of Main street, on the east by 4th Cross street, on the south by Norris road, on the west by 2nd Cross street  | Pettah Ward (4th Cross street Tavern)       |
| 3 Bounded on the north by Reclamation road, on the east by St. John's street, on the south by north side of Main street, on the west by 1st Cross street  | Pettah Ward (Market street Tavern)          |
| 4 Bounded on the north by Dam street, on the east by St. Sebastian street, on the south by St. Sebastian hill, on the west by Saunders place and Cramer's lane  | St. Sebastian Ward (Saunders place Tavern)  |
| 5 Bounded on the north by south side of Gintupitiya street, on the east by Hill street and Kuruwe street, on the south by New Moor street to its junction with Dam street and thence by Dam street up to Kayman's gate, on the west by Chekku street          | St. Paul's Ward (Chekku street Tavern)      |
| 6 Bounded on the north by south side of Jampettah street, on the east by Hill street, on the south by north side of Gintupitiya street up to Sea street, Sea street, and Cross road to Seashore street, on the west by Seashore street and Kochehikade street | St. Paul's Ward (Kochehikade street Tavern) |
| 7 Bounded on the north and east by Skinner's road north, on the south by Barber street, Green street, and north side of Jampettah street, on the west by Kochchikade street   | Kotahena Ward (Kor-teboam street Tavern)    |
| 8 Bounded on the north by Cemetery street, on the east by Kotahena street, on the south by Pickering's road, on the west by eastern side of Santiago street   | do. (Pickering's road Tavern)               |
| 9 Bounded on the north by Madampitiya road to its junction with Victoria Bridge street, thence by Victoria Bridge street and Kelani river, on the east by Urugodawatta canal, on the south and west by Cemetery road  | do. (Madampitiya road Tavern)               |
| 10 Bounded on the north by Madampitiya road, on the east by Alutmawata road, on the south by Fisher's quarters, on the west by Fisher's Hill and Modera street  | do. (Marshall street Tavern)                |
| 11 Bounded on the north, east, and west by Kelani river, on the south by Madampitiya road and Victoria Bridge street  | Kotahena Ward (Modera street Tavern)        |
| 12 In or near Galle road, between 1st and 2nd mileposts at a place not included in any other rent area herein described   | Kollupitiya Ward (Kollupitiya Tavern)       |
| 13 In or near Malay street at a place not included in any other rent area   | Slave Island Ward (Malay street Tavern)     |

## DIVISION.

## Alutkuru Korale North and South.

Within the villages of—

- Group No. 1—Porutota  
Kochchikade  
Etgala  
Bambukuliya
- Group No. 2—Delgashandiya  
Demanhandiya
- Group No. 3—Kamachehoda  
Dalupotha  
Palangature
- Group No. 4—Bolawalana  
Pitipane
- Group No. 5—Udayartoppu  
Kurana  
Katunayaka
- Group No. 6—Bassiyawatta  
Settappaduwa
- Group No. 7—Mahawatta  
Mukalangamuwa  
Dandugama  
Bopitiya
- Group No. 8—Kanuwana  
Weligampitiya
- Group No. 9—Timbirigasyaya  
Uswetakeiyawa
- Toddy Tavern No. 34—Kanda (to be sold individually).

## Kalutara District.

No.	Division.	Within the town of—
1	Kalutara totamune	Alutgama

## Opening and Closing Hours of Toddy Taverns.

		Hour of Opening.	Hour of Closing.
		A.M.	P.M.
Colombo District	..	7.0	7.0
Kalutara District	..	8.0	7.0

## Sale of Foreign Liquor Tavern in Nuwara Eliya Town for 1935-36.

NOTICE is hereby given that the Assistant Government Agent, Nuwara Eliya District, will, at the Nuwara Eliya Kacheheri, at 11 A.M. on July 11, 1935, sell by public auction, subject to the usual conditions on which the licences are issued under the Excise Ordinance, No. 8 of 1912, the exclusive privilege of selling foreign liquor including locally made malt liquor, under a tavern licence, to be consumed on the premises within the Urban District Council limits of Nuwara Eliya, for a period of twelve months from October 1, 1935, to September 30, 1936, in a suitable premises to be approved by the Assistant Government Agent, Nuwara Eliya.

2. The site should be at or near the New Bazaar street, Nuwara Eliya.

3. The Assistant Government Agent does not bind himself to accept the highest or any bid.

4. The person or persons declared by the Assistant Government Agent to be the purchaser or purchasers of the licence will be required to deposit forthwith half the purchase amount and the balance on or before September 30, 1935.

5. If the purchase is not completed by payment of the balance amount on or before September 30, 1935, the advance deposit will be forfeited and the purchase cancelled.

6. Further information can be obtained on application to the Assistant Government Agent at the Nuwara Eliya Kacheheri.

R. M. DAVIES,

The Kacheheri, Assistant Government Agent,  
Nuwara Eliya, May 27, 1935.

NOTICE is hereby given that the opening and closing hours of taverns shown in the list of sanctioned Toddy Taverns in the Jaffna District dated May 1, 1935, and published in *Government Gazette* No. 8,120 of May 10, 1935, are amended by the substitution of the following:—

## Opening and Closing Hours.

	Opening Hour.	Closing Hour.
	A.M.	P.M.
Taverns Nos. 5 and 8	.. 8.0	.. 8.0
Taverns Nos. 4, 6, 7, 9, 10, and 14, and 15, and 36 to 40	.. 8.0	.. 7.0
All other taverns except No. 34	.. 8.0	.. 6.30
Treefoot booths in Valikamam North under tree-tax system (No. 34)	.. No restrictions as to hours during which toddy may be sold	

The Kacheheri,  
Jaffna, May 30, 1935.

E. T. DYSON,  
Government Agent.

## Sale of Toddy Rent, 1935-36, Mannar District.

TENDERS are hereby invited for the purchase of the exclusive privilege of selling toddy by retail in the Ollimadu Toddy Tavern in Mannar District for a period of 12 months from July 1, 1935, to June 30, 1936, subject to the general conditions applicable to all Excise Licences published in *Government Gazette* No. 7,704 of April 12, 1929, and Toddy Rent Sale Conditions published in *Gazette* of May 3, 1935.

2. Tenders should be marked "Tender for purchase of Ollimadu Toddy Rent, Mannar District" and should reach the Assistant Government Agent, Mannar, not later than 10 A.M. on Wednesday, June 12, 1935. The tenderers should be present at the Mannar Kacheheri on this date.

3. The Assistant Government Agent reserves to himself the right of putting up the tavern to auction if the tenders are unsatisfactory and at such auction of rejecting any bids

4. (a) Every tenderer should make a deposit of Rs. 75 in respect of his tender in this Kacheheri or in any other Kacheheri or Treasury. The Kacheheri or Treasury receipt for the deposit should be attached to the tender.

(b) The deposit so made by the successful tenderer will be liable to forfeiture should he fail to sign the conditions immediately he is declared the purchaser.

(c) The deposit of unsuccessful tenderers will be refunded after the sale is concluded.

(d) No person is permitted to send in more than one tender for the tavern.

5. The successful tenderer or bidder on being declared the purchaser shall pay immediately to the Assistant Government Agent a sum equivalent to two months' rent as a security deposit and sign conditions and contract furnishing necessary stamps.

6. The conditions of sale and any other particulars can be obtained on application at the Mannar Kacheheri.

The Kacheheri,  
Mannar, May 31, 1935.

R. S. V. POULIER,  
Assistant Government Agent.

## Sale of Toddy Rents, Puttalam and Chilaw Districts, 1935-36.

TENDERS will be received at the Chilaw Kachcheri by the Assistant Government Agent, Puttalam and Chilaw Districts, on July 8, 1935, for the purchase of the exclusive privilege of selling fermented toddy by retail in the under-mentioned localities for the period of 12 months from October 1, 1935, to September 30, 1936, subject to the Toddy Rent Sale Conditions published in the *Government Gazette* No. 8,118 of May 3, 1935, the General Conditions applicable to all Excise Licences published by Excise Notification No. 276 of April 23, 1935, and Excise Notification No. 278 of April 23, 1935, published in the *Government Gazette* No. 8,118 of May 3, 1935. The tenders in respect of each individual tavern or group of taverns will be received at the hour indicated against the name of the tavern or group in the schedule below.

2. The privileges in respect of the taverns grouped together will be granted either for the area of each individual tavern or for the area of a group of taverns as shown thereunder at the discretion of the Assistant Government Agent, and tenders for these taverns are therefore invited both singly and in groups.

3. Every tender shall be made on the prescribed form obtainable either at the Puttalam Kachcheri or at the Chilaw Treasury, and must be made by the tenderer in his own name. No tender will be accepted if made through an agent.

4. A separate tender shall be made for each tavern or for each group of taverns; and no person shall send in more than one tender for any one tavern or group of taverns.

5. Every tender shall be accompanied by a Treasury or Kachcheri receipt acknowledging the deposit of a sum of Rs. 100 and the number and date of such receipt must be entered on the face of the tender form.

6. Every tender shall be placed in a sealed envelope clearly marked in the top left hand corner with the number and name of the tavern in respect of which the tender is made or the letter attached to the Group and the names of the taverns in that group, and handed to the Assistant Government Agent at the appointed place, date, and time. No tender will be considered unless the person making such tender is present in person at the time of sale.

7. The Assistant Government Agent reserves to himself the right of rejecting any or all of the tenders received without assigning any reason therefor, and in the event of his so rejecting all the tenders, he may call for tenders again or put up the privilege for sale by auction either at once or after further notice. At such auction only those persons shall be allowed to bid from whom tenders have been received whether such tenders be for the particular privilege to be auctioned or for any other privilege, or who produce a Treasury or Kachcheri receipt acknowledging the deposit of a sum of Rs. 100 notwithstanding their failure to submit tenders for the particular privilege to be auctioned or for any other privilege, provided, however, that no person who is duly declared the purchaser of any privilege, whether by way of tender or of auction shall use the same deposit receipt for the purpose of a tender or a bid for any other privilege until he has completed in respect of the privilege already granted to him the steps prescribed in the following paragraph.

8. The successful tenderer or bidder shall, immediately on being granted the privilege, sign the Conditions of Sale and pay to the Assistant Government Agent as a security deposit a sum equivalent to two months' rent payable for the privilege.

9. Prospective tenderers and bidders are hereby informed that the possession of toddy in any quantity whatsoever will be prohibited, except upon a permit granted by an Excise Officer, in the Sanitary Board areas of Madampe, Marawila, and Nattandiya, and in the Vidane Arachchi's division of Otara Palata south.

10. Conditions of Sale and any other particulars can be obtained on application at the Puttalam Kachcheri.

The Kachcheri,  
Puttalam, June 1, 1935.

A. E. CHRISTOFFELSZ,  
Assistant Government Agent.

## SCHEDULE.

No. of Tavern.	Locality or Range.	Division.	Time fixed for Receipt of Tenders.
<i>Puttalam District.</i>			
1.	Chenaikudirippu	.. Puttalam Gravets	.. 9 A.M.
2.	Daluwa	.. Puttalam pattu	.. 9.15 A.M.
3.	Madurankuli	.. do.	.. 9.30 A.M.
4.	Mukkuwatoduwa	.. do.	.. 9.45 A.M.
5.	Mundel	.. do.	.. 10 A.M.
6.	Etalai	.. Kalpitiya Division	.. 10.15 A.M.
7.	Kalpitiya	.. do.	.. 10.30 A.M.
<i>Chilaw District.</i>			
Group A	.. { 8. Southern Ward, Chilaw .. 9. Northern Ward, Chilaw .. 15. Olidaluwa ..	.. Pitigal korale north	.. 10.45 A.M.
	10. Karukkuponai ..	.. do.	.. 11 A.M.
	11. Arachchikatuwa ..	.. do.	.. 11.15 A.M.
	12. Battulu-oya ..	.. do.	.. 11.30 A.M.
	13. Udappu ..	.. do.	.. 11.45 A.M.
	14. Pambala ..	.. do.	.. 12 noon
	16. Tabbowa ..	.. Pitigal korale south	.. 12.15 P.M.
Group B	.. { 17. Mudukatuwa .. 29. Katuneriya ..	.. do.	.. 12.30 P.M.
	18. Adapparagama ..	.. do.	.. 2 P.M.
	19. Mattakotuwa ..	.. do.	.. 2.15 P.M.
	20. Toduwawa ..	.. do.	.. 2.30 P.M.
	21. Lunuwila ..	.. do.	.. 2.45 P.M.
Group C	.. { 22. Tambarawila .. 23. Nanjundankarai .. 24. Waikkal ..	.. do.	.. 3 P.M.
	25. Mirissankotuwa ..	.. do.	.. 3.15 P.M.
Group D	.. { 26. Wennappuwa .. 27. Dummaladeniya .. 28. Ulhitiyawa ..	.. do.	.. 3.30 P.M.

## Sale of Arrack Rents, Puttalam and Chilaw Districts, 1935-36.

TENDERS will be received at the Puttalam Kachcheri by the Assistant Government Agent of the Puttalam and Chilaw Districts, on Tuesday, August 6, 1935, for the purchase of the exclusive privilege of selling arrack by retail for the period of 12 months from October 1, 1935, to September 30, 1936, in the taverns specified in the subjoined schedule, subject to the Arrack Rent Sale Conditions published in the *Government Gazette* No. 8,118 of May 3, 1935, the General Conditions applicable to all Excise Licences published by Excise Notification No. 276 of April 23, 1935, and Excise Notification No. 277 of April 23, 1935, published in the *Government Gazette* No. 8,118 of May 3, 1935.

2. Every tender shall be made on the prescribed form obtainable at the Puttalam Kachcheri and must be made by the tenderer in his own name. No tender will be accepted if made through an agent.

3. Every tender shall be accompanied by a Treasury or Kachcheri receipt acknowledging the deposit of a sum of Rs. 500 in respect of groups A, C, D, E, and F, and Rs. 300 in respect of group B, and the number and date of the receipt must be entered on the face of the tender form.

4. The taverns will be sold in six groups (Groups A, B, C, D, E, and F) as shown in the schedule below, and the privilege for each of the groups of taverns should be tendered for separately, a separate form being used in respect of each group. No person is permitted to send in more than one tender in respect of any one group.

5. Tenders in respect of each group will be received at the hour indicated against the name of the group in the schedule below. Every tender must be placed in a sealed envelope with the name of the group, in respect of which the tender is made, clearly marked in the top left hand corner, and handed to the Assistant Government Agent at the appointed date, place, and time. No tender will be considered unless the person making such tender is present in person at the time of sale.

6. The Assistant Government Agent reserves to himself the right of rejecting any or all of the tenders received without assigning any reason therefor, and in the event of his so rejecting all the tenders, he may call for tenders again or put up the privilege for sale by auction either at once or after further notice. At such auction only those persons shall be allowed to bid from whom tenders have been received whether such tenders be for the particular privilege to be auctioned or for any other privilege, or who produce a Treasury or Kachcheri receipt acknowledging the deposit of the sum required as tender deposit notwithstanding their failure to submit tenders for the particular privilege to be auctioned or for any other privilege, provided, however, that no person who is duly declared the purchaser of any privilege, whether by way of tender or of auction shall use the same deposit receipt for the purpose of a tender or a bid for any other privilege until he has completed in respect of the privilege already granted to him the steps prescribed in the following paragraph.

7. The successful tenderer shall, immediately on being granted the privilege, sign the Conditions of Sale and deposit in cash as security a sum equivalent to two months' rent payable for the privilege. He shall also, within 14 days of the sale of the privilege, enter into a bond for the full amount for which he has purchased it, and shall specially hypothecate by such bond the said security deposit.

8. If any tenderer, on being declared the purchaser of a privilege, declines to sign the Conditions of Sale or fails to furnish the required security when called upon to do so, the tender deposit made by him will be declared to be forfeited, and the defaulter will render himself liable to have his name entered in the list of defaulters in respect of all arrack and toddy rents. Subject to this exception, the deposits of all tenderers will be returned after the Conditions of Sale have been signed by the successful tenderer.

9. Prospective tenderers and bidders are hereby informed that the limit of sale by retail of arrack with respect to the whole Island and as regards purchasers generally will be one-third of an imperial gallon, *i.e.*, 2 bottles as hitherto.

10. Conditions of Sale and any other particulars can be obtained, on application, at the Puttalam Kachcheri.

The Kachcheri,  
Puttalam, June 1, 1935.

A. E. CHRISTOFFELSZ,  
Assistant Government Agent.

SCHEDULE.

Number and Group.	Locality or Range.	Division.	Time Fixed for Receipt of Tenders.
<i>Puttalam District.</i>			
Group A ..	1. Chenaikudirippu ..	Puttalam Gravets ..	9.30 A.M.
	2. Kuruvikulam ..	Puttalam pattu ..	
	3. Tetapolai ..	Puattalam pattu ..	
	4. Kandatoduwa * ..	do. ..	
	5. Madurankuli † ..	do. ..	
	6. Mangalaveli ..	do. ..	
	7. Kattaikadu ..	do. ..	
Group B ..	8. Ottapanai ..	do. ..	10 A.M.
	9. Mundel ..	do. ..	
	10. Andimunai ..	do. ..	
	11. Kalpitiya ..	Kalpitiya division ..	
	12. Sothupitiyawadi ..	do. ..	
	13. Etalai ..	do. ..	
	14. Narakkali ..	do. ..	
	15. Ihala Mandalana ..	Demala hatpattu ..	

\* Only for seven months from October 1, 1935, to April 30, 1936.

† To be closed on Sundays between 9 A.M. and 1 P.M.

*Chilaw District.*

Group C ..	16. Udappu ..	Pitigal korale north ..	10.30 A.M.
	17. Wellawala ..	do. ..	
	18. Rajakadaluwa ..	do. ..	
	19. Karukkuponai ..	do. ..	
	20. Demetapitiya ..	do. ..	
Group D ..	21. Jetty street, Chilaw ..	do. ..	11 A.M.
	22. Dhobies Quarters, Chilaw ..	do. ..	
	23. Bandarawatta ..	do. ..	
	24. Pambala ..	do. ..	
	25. Ambakandawila ..	do. ..	
	26. Udalawela ..	do. ..	
Group E ..	27. Toduwawa ..	Pitigal korale south ..	11.30 A.M.
	28. Mahawewa ..	do. ..	
	29. Kudawewa ..	do. ..	
	30. Pahala Talgasagara ..	do. ..	
	31. Tabbowa ..	do. ..	
	32. Talwila ..	do. ..	
	33. Mudukatuwa ..	do. ..	
	34. Dematapitiya ..	do. ..	
	35. Morakele ..	do. ..	
	36. Katuneriya ..	do. ..	
Group F ..	37. Ulhitiyawa ..	do. ..	12 Noon
	38. Lunuwila ..	do. ..	
	39. Wennappuwa ..	do. ..	
	40. Dummaladeniya ..	do. ..	
	41. Boralessa ..	do. ..	
	42. Waikkal ..	do. ..	
	43. Nanjundankarai ..	do. ..	
	44. Topputota ..	do. ..	
	45. Tambarawila ..	do. ..	

Note.—The successful tenderer will be granted the option to keep all or any of the following minor arrack taverns closed for the whole or part of the rent period 1935-36 :—

*Group B.*

Number.	Locality or Range.	Number.	Locality or Range.
3.	Tetapolai.	12.	Sothupitiyawadi
6.	Mangalaveli.	14.	Narakkali.
8.	Ottapanai.	15.	Ihala Mandalana.
10.	Andimunai.		

## Group D.

Number. Locality or Range.  
25. Ambakandawila.

## Group E.

Number. Locality or Range.  
30. Pahala Talgasagara.  
32. Talwila.  
34. Dematapitiya.  
35. Morakele.

## Group F.

Number. Locality or Range.  
37. Ulhitiyawa.  
42. Waikkal.  
43. Nanjundankarai.

**MUNICIPAL COUNCIL NOTICES.****COLOMBO MUNICIPAL COUNCIL.****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 4.30 P.M. and will be sold there at 8 A.M. on Tuesday, June 18, 1935.

G. H. N. SAUNDERS,  
Municipal Treasurer.

June 5, 1935.

**SCHEDULE.**

For 3rd quarter, 1934.—Premises Nos. 33 and 37, Galpotta street: 1 second-hand horse trap. For 4th quarter, 1934.—No. 7/10-19, Grandpass road: 7 jakwood beams; No. 70/33-35, Temple road: 1 Remington typewriter; No. 27/1-2, Perth road: 1 Singer hand sewing machine; No. 4/1-2 and 4, Galkapanawatta lane: 1 almirah.

**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 on the dates therein mentioned, sale commencing at 8 A.M., unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office, G. H. N. SAUNDERS,  
Colombo, June 5, 1935. for Chairman.

**SCHEDULE.**

For 2nd, 3rd, and 4th quarters, 1934.—On July 9, 1935: No. 3567/221, Mutwal street; on June 29, 1935: No. 27/9D, 67th lane, Wellawatta. For 3rd quarter, 1934.—On June 29, 1935: No. 11/9, 47th lane "A", Wellawatta. For 3rd and 4th quarters, 1934.—On June 29, 1935: No. 23/1, 65th lane, Wellawatta; on July 9, 1935: No. 2819/337 (1-3), Alutmawata road; on July 2, 1935: No. 22, Reservoir road; on July 11, 1935: No. 22, Ingham street, No. 18, Ingham street, No. 24, Ingham street; No. 4 and 4/1-2, Java lane. For 4th quarter, 1934.—On June 28, 1935: Nos 74, 76, 78, and 80, First Mosque lane; on July 4, 1935: 144/4-8, Santiago street; on July 11, 1935: 16, Ingham street; on June 28, 1935: 42, First Mosque lane.

**LOCAL GOVERNMENT NOTICES.****Rabies.***Proclamation under Ordinance No. 6 of 1929.*

I hereby proclaim the whole area of the Bandarawela Urban District Council limits from June 1, 1935 to November 30, 1935, as an area within which rabies exists or within which there is a danger of rabies. Any dog found in any public place or road not being tied up or led will be destroyed.

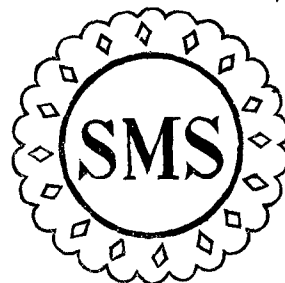
K. P. D. E. KODAGODA,  
Urban District Council Office, Chairman.  
Bandarawela, May 31, 1935.

**TRADE MARK NOTICES.**

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The

period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 6,176. (2) Date of Receipt: April 13, 1935. (3) Applicant (Proprietor of the Trade Mark): The firm trading as SALAY MOHAMED SULAIMAN & COMPANY, 169, Second Cross street, Pettah, Colombo; general merchants. (4) Class: 24. (5) Goods: Cotton piece goods of all description. (6) Representation of the Trade Mark:



5  
2  
3  
4.00  
12.00  
~~12.29~~  
12.29

\*Registration of this trade mark shall give no right to the exclusive use of the letters "S.M.S."

The use of this trade mark is limited to all colours excepting green.

Registrar-General's Office, J. C. W. Rock,  
Colombo, May 22, 1935. Registrar of Trade Marks.

**NOTICES CALLING FOR TENDERS.**

THE Chairman of the Tender Board, General Treasury, P. O. Box 500, Colombo, will receive the following tenders up to 12 noon on the dates mentioned, viz. :—

July 2, 1935.

Conveyance of stores Coffins, &c.  
Firewood Gunny bags

July 9, 1935.

Clothing Lime, &c.  
Coconut oil Bengal twine  
South Indian tiles Rectified spirit

July 16, 1935.

Checked cloths Coal  
Cattlefood Gas coke  
Foundry coke

July 23, 1935.

Kerosene oil Cotton yarn  
Petrol Baskets  
Cotton waste Mats

July 30, 1935.

Anti-malarial mixture.

August 6, 1935.

Lubricating oils.

Tenders should be on forms obtainable on application from the Colonial Storekeeper from whom all particulars on the subject can be obtained.

Colombo, May 7, 1935. JOHN GIBB,  
Colonial Storekeeper.

**SALE OF UNCLAIMED AND UNSERVICEABLE ARTICLES, &c.**

NOTICE is hereby given that the under-mentioned unserviceable stores will be sold by public auction on Tuesday, June 11, 1935, at 1 P.M., at Police Headquarters, Fort, Colombo :—

55 curtains, mosquito; 7 helmets; 9 raincoats, Inspector's; 2 breeches; 20 tunics, white; 100 serge suits; 1 bench; 4 caps, Inspector's; 75 overcoats; 6 kit rugs; 2 shirts, khaki; 15 trousers, white; 800 khaki suits, 1 chair.

Police Headquarters, C. C. DISSANAYAKA,  
Colombo, June 4, 1935. for Inspector-General of Police.

THE under-mentioned articles will be sold by auction at the Government Training College on Monday, June 24, 1935, at 10 A.M. :—

1 basket, galvanized; 1 cup, enamelled; 7 cups, aluminium; 1 coconut scraper; 1 grinding stone; 1 jug; 2 aluminium saucepans; 10 table cloths; 1 clock, Bee American; 2 desks, dual; 6 desks, folding; 6 chairs, arm; 1 seat, wooden; 2 racks; 5 bits, centre; 1 bit, spoon; 1 chisel, 1 in.; 1 drilling machine; 4 twist drill blades; 6 files, 4 in.; 10 files, 6 in.; 1 pencil sharpener; 3 stools; 1 stove, Primus; 1 plane, Stanley iron; 20 rulers, armoured straight edge; 2 pliers.

L. MACRAE,

Director of Education.

June 4, 1935.

NOTICE is hereby given that the under-mentioned property will be sold by public auction at the District Court, Hatton, on June 20, 1935, at 2 P.M. Claims to any of the said property should be preferred before that date.

R. MONYPENNY,

District Judge and Police Magistrate.

Hatton, June 4, 1935.

P. C., case Nos. 2,738, 1 weeding scraper; 2,723, 2 empty bottles; 1,974, 1 sewing machine cover; 2,243, 1 raincoat; 2,712, 1 dealwood box (empty); 11,077, 1 gunny bag; 2,083, 3 axes with handles; P. R. Kotiyagala, No. 16, leather purse (money); P. C., case Nos. 2,651, 1 bellows, hand; 614, 1 brass "chembo"; 1,504, 1 bundle firewood; 2,442, 1 dealwood cloth; 1,045, 1 rice pounder; 10,933, 1 rice pounder; 11,386, 1 umbrella; P. R. Maskeliya, No. 32, 1 alavango; P. C., case Nos. 1,932, 1 torch light; 1,487, 1 screw driver, 1 lead pencil, 1 suit case; 1,487, 1 pair socks; P. R. A 13, 1 empty trunk; P. R. A 14, 1 trunk; P. C., case Nos. 1,424, 1 sarong; 527, 1 black handkerchief; 12,125, 1 lot bottles, empty; 1,009, 3 pairs bangles, 1 pair thandati, gold, 1 pair meladu, gold, 1 thali, 1 pair koppu, 1 onnappu, 5 rings, 1 string of beads with 4 thayathu, 1 karay; 981, 3 gold kadukans; 10,243, 1 silver ring, goldplated; 2,149, 1 leather purse; 11,120, 2 razors; No number, 2 gold earrings; P. C., case Nos. 1,568, 1 brass tray (small); 1,932, 1 hurricane lamp; 1,342, 1 ladder, parts of beams, 1 thali, 2 rings; 906, 1 dog chain; No number, 1 empty trunk; P. C., case Nos. 11,773, 1 wrist watch (gold) with strap, 1 bunch of keys, 1 clasp knife, 1 torch; P. R. 13, 2 silver bangles, 1 silver hairpin, 6 small silver Talisman, 4 tiger teeth silver mounted, 1 string silver beads, 2 silver rings; P. C., case Nos. 1,163, 1 silver chain; 11,946, 1 small padlock with keys, 1 padlock; 2,149, 1 leather purse; 9,333, 2 cash boxes; 9,285, 1 silver bangle, 1 gold onnappu, 1 gold nose ornament, 1 silver bangle, 1 gold ear ornament, 1 silver ring, 3 pieces of silver; No number, 1 jar; P. C., case Nos. 1,229, 8 pieces of planks; 8,368, 1 red handkerchief; 2,998, 1 knife, tappers; No number, 1 lot bottles; P. C., case Nos. 12,567, 1 glass tumbler; 242, 1 enamel cup; No number, 1 log wood; ditto; P. 16, 1 dog chain; P. C., case Nos. 11,237, 1 knife and keys, 1 file; 11,395, 2 hurricane lamps, 1 silver coin attached to a chain; No number, 1 grinding stone and grinder, 1 coat, 1 empty petrol tin, 1 pruning knife, 1 coat Indian tussore, 2 gunny bags, 1 syckle, 1 pruning knife, 1 empty wooden box, 2 padlocks, 1 dealwood box, 1 shirt, 1 pruning knife, 1 padlock and chain, 4 cumbles, 1 wrought iron bar, 1 sellai, 1 gunny bag and 4 bottles, 1 gunny bag, 1 dealwood box, 1 gunny bag and 1 red sellai cloth, 1 shirt, 1 iron rim, 1 umbrella, 1 coat, 2 rubber shoes, 1 umbrella, 1 small wooden box, 2 shirts, 1 cloth, 1 pair sandles, leather.

*Unclaimed effects of deceased Patients.*—D. M. O.'s Nos. 262, 2 earrings; 320, 2 bangles, 1 ring, 1 necklet, silver, 1 necklet of beads, 1 ring, 2 rings; 329, 2 bangles, lead, 2 earrings, 4 rings, 6 nose ornaments, 2 bead chains; 259, 1 brass tumbler, 1 enamel cup; 254, 2 bangles, lead, 2 rings, 1 bead chain; 257, 1 chain with 2 keys, 2 silver rings, 1 belt, small, 1 razor with oil stone, 1 mirror, small, 1 small knife; 253, 1 brass bangle, 6 rings, brass, 1 nose stud.

NOTICE is hereby given that the following unclaimed articles will be sold by public auction at 10 A.M. on July 6, 1935, at the Court-house at Mannar :—

*Description of Articles.*

Nos. 4, 2 silver bangles, 2 silver rings, 2 nose-studs; A 7, 2 iron jumpers, 1 hammer, 1 tea spoon, 1 wooden box with padlock, 1 table knife (broken), 1 pass book, 7 religious

books, 1 purse; 3092, 4 enamel cups, 3 bottles, 1 funnel; 5007, 1 bicycle; A/P. S. 2766, 1 hunting knife; A/P. S. 2766, 1 knife; A/P. S. 1909, 3 bottles of honey; 6452, 1 trunk, 2 pencils, 2 vetties; 6524, 1 chain with a padlock; 6648, 1 reaping knife.

EDMUND J. COORAY,

District Judge.

June 1, 1935.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed articles will be sold by public auction at the Court premises on Saturday, June 8, 1935, at 1.30 P.M.

Police Court,

Kurunegala June 4, 1935.

FRANK MARKUS,

Acting Police Magistrate.

*Articles referred to:* 40,062, mamotty; 41,507, katty; 40685, brass chembu, brass betel stand, brass plate; 41,622, mamotty; 41,545, mamotty; 41,295, 2 bottles, 1 glass; 39,830, mamotty, towel, drawer; 39,161, hammer; 41,215, plough; 39,658, 1 crowbar; 40,536, katty, mamotty; 40,212, katty and club; 38,937, manna, 6 mats; 41,902, 2 mats; 40,363, yoke; 39,709, curved knife; 39,771, broken box; 40,807, red cloth, red jacket, cloth, shirt, 1 trunk, 2 purses, wooden box; 24,679, 1 trunk; 37,689, camboy piece, sarong; —, 2 katties, 2 curved knives; 39,880, 1 katty; 40,447, 1 katty; 21,814, 1 trunk, padlock, Cannanore coat, white coat, white banian, shirt, piece of cloth; A 11, broken trunk, 2 collars, 1 banian, 1 towel, cigar case, pair of sandals; 17,014, wooden box and tin box; 30,661, 2 trunks, pieces of brass; 41,856, iron pan, big iron pan, empty tin; 40,800, barbed wire piece; 39,625, bicycle; A 40/13.11.34, broken bicycle; 35,609, chintsz cloth; 38,621, electric torch; 32,693, khaki shorts, banian; 36,860, handkerchief, sarong; 38,452, bucket, knife; 37,040, 2 bottle lamps; 37,178; 1 electric torch, 2 bottle lamps; 34,976, sarong; 40,835, 1 jar; 34,150, 4 sarongs, bottle lamp, 3 shirts, 1 camboy, silk handkerchief; 35,840, bottle lamp, foot stool, towel, sarong, handkerchief; 36,390, umbrella, sarong, chintsz cloth; 40,983, bull's-eye lamp; 41,361, electric torch, handkerchief, gunny bag, pieces of ropes; 41,172, katty, stick; 40,744, axe, stick; 39,069, iron rod; 40,453, arecanut cutter; 38,893, 1 pair trousers; 39,606, katty; 37,397, katty; 38,325, katty, stick; 39,352, curved knife, handkerchief; 40,221, 1 small trunk, 5 jackets, 1 cloth, rice pounder; 38,211, 1 trunk; C. G. R., 2 small tubs; —, manna, umbrella; 39,181, 1 trunk, 1 knife; 39,310, 1 trunk, piece of cloth; 41,431, goldsmith's box, mirror, tools, a small table; 41,022, 1 wooden box, 1 teapoy, 2 electric torches; 38,524, wooden box; 32,387, 1 trunk, 1 handkerchief, 5 cloths, 2 jackets, 1 silk cloth piece, 2 coats; 33,333, wooden box, keys; 34,523, box and sarong; 38,988, 2 boxes, 2 banians, 1 tin lamp; 41,057, 1 wooden box; 39,806, 5 wooden boxes, 2 ola boxes; C. G. R., 1 trunk, mats, 1 coat, 1 sarong, 1 handkerchief, 1 veti, 1 chembu, 1 brass plate; 39,550, shawl and shirt; 35,908, towel and 2 glasses; 33,757, 1 camboy, 1 jacket, 1 coat, 1 book, 1 towel, 2 brass boxes, 2 yellow robes, 3 cups, 1 dish, 1 saucer, 2 plates, 1 bana book, 1 trunk; 39,865, curved knife; 37,056, katty, handkerchief; 38,937, 2 hurricane lamps; 32,807, 3 handkerchiefs; 37,877, iron pan, hurricane lamp, katty; 35,150, 1 iron pan; 40,716, 1 knife; 38,954, 1 curved knife; 39,931, 1 curved knife, sarong; 40,424, umbrella; A 27, umbrella; A 21, umbrella; A 22, 2 banians, 38,651, 1 katty; A 28, umbrella; 41,470, umbrella; 26,093, umbrella; 40,189, side lamp, door handle; 40,190, 1 hat, brass rod; 37,764, 1 sarong, pair of sandals, 1 pillow case, 1 small mirror, 1 purse; 41,901, 1 manna; 41,151, mamotty; 40,620, ola box, 2 cloths; 26,950, 8 bottles; —, katty; 36,703, crowbar; 35,447, ½ table drawer, hammer, wallet towel.

NOTICE is hereby given that the following confiscated and unclaimed productions will be sold by public auction on June 27, 1935, at 1 P.M. at the court premises :—

Police Court,

Ratnapura, May 31, 1935.

A. R. HALLOCK,

Police Magistrate.

Case Nos. : 1,116, 1 rice pounder; 5,054, 1 rice pounder; 3,115, 1 katty; 3,151, 2 katties; 1,755, 1 katty; 2,718, 2 crowbars and 2 mamotties; 1,725, 1 katty; 1,178, 1 crowbar; 918, 1 katty; 3,204, 1 axe; 3,522, 1 sarong, 1 jacket, and 1 camboy; 3,233, 1 sarong; A 42, 1 chain; 1,167, 1 gold amulet, 1 gold earring, 2 pieces of gold plate, 1 piece of pinchbeck, 1 ring, 1 silver toe ornament; A 11, 1 bag of cycle tools; 4,749, 1 pair silver bangles; 1 pair silver bangles, 1 image of Buddha, 1 silver hair pin, 1 crowbar, 3 wooden boxes, 1 trunk, 1 bicycle lamp; 3,569, 2 mamotties, 2 crowbars, and 1 katty; A 12, 1 bull's-eye lamp.