



THE

CEYLON GOVERNMENT GAZETTE

No. 8,413 — FRIDAY, NOVEMBER 18, 1938.

Published by Authority.

PART I.—GENERAL.

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

	PAGE		PAGE
Proclamations by the Governor	1542	Patents Notifications	1595
Appointments by the Governor	1542	Notices to Mariners	1595
Appointments, &c., of Registrars	1543	Municipal Council Notices	1596
Government Notifications	1543	Local Government Notices	1596
Notices calling for Tenders	1561	Road Committee Notices	—
Sales of Unclaimed and Unserviceable Articles, &c. ..	1562	Trade Mark Notifications	1600
Unofficial Announcements	1563	Sales of Toll and Other Rents	—
Revenue and Expenditure Returns	—	“Excise Ordinance” Notices	—
Currency Commissioners’ Notices	—	Meteorological Returns	—
Miscellaneous Departmental Notices	1592	Books registered under Ordinance No. 1 of 1885 ..	<i>Suppl.</i>

PRINTED AT THE CEYLON GOVERNMENT PRESS, COLOMBO.

1541— —J. N. 79432-877 (11/38)

PROCLAMATIONS BY THE GOVERNOR.

L. D.—O 23/38

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that by virtue of the powers vested in me by section 1 of the Ceylon Royal Naval Volunteer Reserve (General Service) Ordinance, No. 44 of 1938, I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation appoint the 1st day of December, 1938, as the date on which that Ordinance shall come into operation.

By His Excellency's command,

E. R. SUDBURY,

Kandy, November 17, 1938. Secretary to the Governor.

GOD SAVE THE KING.

L. D.—O 35/36

L. S./J 145/38

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that in pursuance of the powers vested in me by section 1 of the Criminal Procedure Code (Amendment) Ordinance, No. 13 of 1938, I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation appoint the First day of January, 1939, as the date on which that Ordinance shall come into operation.

By His Excellency's command,

E. R. SUDBURY,

Kandy, November 16, 1938. Secretary to the Governor.

GOD SAVE THE KING.

L. D.—O 44/35

L. S./J 145/38

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that in pursuance of the powers vested in me by section 1 of the Ceylon Penal Code Amendment Ordinance, No. 23 of 1937, I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation appoint the First day of January, 1939, as the date on which that Ordinance shall come into operation.

By His Excellency's command,

E. R. SUDBURY,

Kandy, November 16, 1938. Secretary to the Governor.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 620 of 1938.

J 31/37

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to order the following promotions in the Ceylon Civil Service:—

Mr. E. RODRIGO from Class I., Grade II., to Class I., Grade I., with effect from July 6, 1938;

Mr. R. B. NAISH from Class II. to Class I., Grade II., with effect from January 14, 1938;

Mr. C. E. JONES from Class II. to Class I., Grade II., with effect from July 6, 1938.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 10, 1938. Chief Secretary.

No. 621 of 1938.

N 7/38

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Garrison Artillery with effect from October 1, 1938, to fill existing vacancies:—

To be Major.—Captain LESLIE HORACE CHARLES WALDOCK.

To be Captain.—Lieutenant BUDDHADASA AMARA-SURIYA.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 14, 1938. Chief Secretary.

No. 622 of 1938.

N 6/38

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation tendered by Captain DAVID MITCHELL BAKER, of his commission in the Ceylon Army Service Corps Reserve, with effect from October 1, 1938.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 8, 1938. Chief Secretary.

No. 623 of 1938.

D 65/38

IT is hereby notified for general information that Mr. J. A. CLUBB, Vice-Consul of the Argentine Republic at Colombo, having returned to the Island, resumed charge of the Vice-Consulate, with effect from November 8, 1938.

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 10, 1938. Chief Secretary.

No. 624 of 1938.

D 68/38

IT is hereby notified for general information that Mr. R. F. EDGE, Consul of Czechoslovakia at Colombo, having returned to the Island, resumed charge of the Consulate, with effect from November 8, 1938.

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 10, 1938. Chief Secretary.

No. 625 of 1938.

958/10 (CB)

HIS EXCELLENCY THE GOVERNOR has been pleased to order the following appointments in the Railway Department with effect from October 13, 1938, consequent on the termination of the agreement of Mr. L. T. STORR, Chief Accountant, Ceylon Government Railway:—

(a) Mr. M. P. EDIRISINGHE, Deputy Chief Accountant, to act as Chief Accountant.

(b) Mr. T. J. JOSEPH, Assistant Accountant, to act as Deputy Chief Accountant.

By His Excellency's command,

Financial Secretary's Office, H. J. HUXHAM,
Colombo, November 15, 1938. Financial Secretary.

No. 626 of 1938.

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

J 129/38

Mr. O. G. D'ALWIS to be Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Kalutara, during the absence of Mr. E. O. C. VAN DER GERT, from November 25 to 28, 1938.

J 38/36

Mr. C. F. DHARMARATNE to be Additional District Judge, Ratnapura, on November 21, 1938, to enable judgment to be delivered in D. C., Ratnapura, case No. 6,499.

J 9/36

Mr. M. I. M. HANIFFA to be Additional Commissioner of Requests and Additional Police Magistrate, Colombo, on November 26, 1938, to hear C. R., Colombo, case No. 84,331, and A. P. C., Colombo, cases Nos. 14,924, and 14,963.

J 26/36

Mr. V. I. V. GOMIS to be Additional Commissioner of Requests, Additional Police Magistrate, and Additional District Judge, Kurunegala, during the absence of Mr. S. RAJARATNAM, on November 14 and 15, 1938.

J 28/36

Mr. V. I. V. GOMIS to be Additional Commissioner of Requests, Additional Police Magistrate and Additional District Judge, Kurunegala, during the absence of Mr. S. RAJARATNAM, from November 16 to 18, 1938.

J 2/36

Mr. L. V. B. DE JACOLYN to be Additional Police Magistrate, Avissawella, on November 16, 1938, to try P. C., Avissawella, case No. 19,095.

By His Excellency's command,

Legal Secretary's Office,
Colombo, November 15, 1938.

J. C. HOWARD,
Legal Secretary.

No. 627 of 1938.

G 12/27/2

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. NAGAMANY MUTTURAJAH DANIEL has been appointed to be, while holding the office of Udaiyar of Chinnacheddikulam West, an Inquirer for the said Udaiyar's division in the Chief Headman's division of Vavuniya South, with effect from November 11, 1938, vice Mr. M. U. SANTAMPILLAI, resigned.

2. Notice No. 308 of 1908, published in the *Government Gazette* No. 6,259 of September 4, 1908, is accordingly cancelled.

Legal Secretary's Office,
Colombo, November 11, 1938.

J. C. HOWARD,
Legal Secretary.

No. 628 of 1938.

G 12/36/5

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. JAYATILLAKE APPUHAMIGE HERATH BANDA has been appointed, under section 120 of the Criminal Procedure Code, to be, while holding the office of Korala of Wilachchiya korale, an Inquirer for the said korale in Nuwaragam palata, Anuradhapura District, with effect from November 10, 1938.

Legal Secretary's Office,
Colombo, November 10, 1938.

J. C. HOWARD,
Legal Secretary.

No. 629 of 1938.

I 65

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) (c) of Ordinance No. 18 of 1892, to nominate Dr. S. AMARASINGHE, Medical Officer of Health, Health Unit, Matara, to be a member of the Sanitary Board, Matara District, in place of Dr. G. S. C. DE SILVA.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, November 15, 1938.

No. 630 of 1938.

I 85

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. A. MAHADEVA, M.S.C., Mr. SUSANTA DE FONSEKA, M.S.C., Mr. F. H. GRIFFITH, M.S.C., J.P., U.P.M., Mr. N. W. BENTLEY BUCKLE, J.P., U.P.M., and Mr. D. J. SENARATNA to be members of the Provincial Road Committee, Western Province, for the year 1939.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, November 14, 1938.

No. 631 of 1938.

I 95

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. GEORGE E. DE SILVA, M.S.C., Mr. R. S. S. GUNWARDENE, M.S.C., Mr. A. RATNAYAKE, M.S.C., Mr. C. N. D. JONKLAAS, J.P., and Mr. A. KENNETH PYPER, J.P., U.P.M., to be members of the Provincial Road Committee, Central Province, for the year 1939.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, November 14, 1938.

No. 632 of 1938.

I 58

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. E. R. TAMBIMUTTU, M.S.C., Gate Mudaliyar G. W. VALLIPURAM, J.P., Mr. J. R. C. BACKHOUSE and Mr. M. A. L. KARIAPPER to be members of the Provincial Road Committee, Eastern Province, for the year 1939.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, November 14, 1938.

No. 633 of 1938.

I 79

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. H. R. FREEMAN, M.S.C., Mr. W. T. I. ALAGARATNAM, Mr. V. RAMASWAMY, and Mr. BERTRAM DE ZYLVA to be members of the Provincial Road Committee, North-Central Province, for the year 1939.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, November 14, 1938.

No. 634 of 1938.

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

G. C. S. COREA,
Minister for Labour, Industry and Commerce.
Colombo, November 11, 1938.

APPOINTMENTS, &c., OF REGISTRARS.

I 343/38

IN pursuance of the powers delegated to me by HIS EXCELLENCY THE GOVERNOR in that behalf, Mr. HENRY THAMBIAH PERMAN, Clerk in Class III. of the Clerical Service, is appointed to be the Registrar of Lands for the Mullaittivu District holding office at Vavuniya with effect from December 1, 1938, vice Mr. S. SWAMINATHAN, transferred.

Chief Secretary's Office,
Colombo, November 11, 1938.

M. M. WEDDERBURN,
Chief Secretary.

GOVERNMENT NOTIFICATIONS.

L. D.—B 7/36

H.A./A 1306/38

THE HOLIDAYS ORDINANCE, No. 1 OF 1928.

BY virtue of the powers in me vested by section 7 of the Holidays Ordinance, No. 1 of 1928, I, Andrew Caldecott, Governor of Ceylon, do by this notice appoint Wednesday, December 28, 1938, to be a bank holiday in substitution for Christmas Day which is specified in the First Schedule to the Ordinance, and which falls this year on a Sunday.

Colombo, November 11, 1938.

A. CALDECOTT,
Governor.

N 74/38

HIS Excellency the Governor has been pleased, in terms of Regulations published in the *Gazette* of January 26, 1934, to grant the Efficiency Decoration (Ceylon) to the under-mentioned officers of the Ceylon Defence Force:

Ceylon Garrison Artillery.
Major J. V. Collins.

Ceylon Planters' Rifle Corps.
Lieutenant G. J. F. Percival, M.C.

By His Excellency's command,
Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 14, 1938. Chief Secretary.

A 180/38

THE LABOUR ORDINANCE, No. 1 OF 1923.

IT is hereby notified that His Excellency the Governor in pursuance of the powers conferred upon him by section 6 of Ordinance No. 1 of 1923, has been pleased to appoint Mr. L. E. Innes-Paillie to act as Emigration

Commissioner under the Ordinance with effect from November 21, 1938, until further orders, *vice* Mr. N. H. M. Bowden who has been granted leave for 2½ months from that date.

By His Excellency's command,
Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 14, 1938. Chief Secretary.

H. A. 3/38

QUARTERLY EXAMINATION FOR CIVIL SERVANTS
AND OTHER PUBLIC OFFICERS.

IT is hereby notified that an examination under the regulations of January 13, 1932, for officers in the Civil Service will be held at the Galle Face Secretariat on Monday, January 23, 1939, and following days, namely :—

Monday, January 23 .. Sinhalese
Tuesday, January 24 .. Law
Wednesday, January 25 .. Law
Thursday, January 26 .. Law, Accounts, and
Riding Test
Friday, January 27 .. Tamil
Saturday, January 28 .. Tamil

The examination for officers in the Police Force and the Forest Department, and the *viva voce* examination in the vernaculars for officers in the Public Works Department, the Survey Department, the Post and Telegraph Department, the Department of Agriculture, the Irrigation Department, the Railway Department, the Harbour Engineer's Department (Colombo Port Commission), and the Department of Electrical Undertakings, will be held at the same time and place.

Candidates are required to send in their applications through the Heads of their Departments so as to reach the Chief Secretary's Office not later than December 31, 1938.

Officers 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 1 P.M., and from 2 P.M. to 4.30 P.M., exclusive of the *viva voce* examination, which will be specially arranged.

By His Excellency's command,
Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, November 15, 1938. Chief Secretary.

(D. S. 283)

PN 137/29

IN terms of section 24 of the Minutes on Pensions dated February 5, 1934, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes :—

Name : Mr. M. K. T. Sandys.

Pensionable Appointment : Officer, Class II., Ceylon Civil Service.

Seconded Service : Chairman, Municipal Council, Kandy.

By His Excellency's command,
Financial Secretary's Office, H. J. HUXHAM,
Colombo, November 9, 1938. Financial Secretary.

(D. S. 283)

PN 1/729

IN terms of section 24 of the Minutes on Pensions dated February 5, 1934, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes :—

Name : Mr. E. R. Seneviratne.

Pensionable Appointment : Officer in the grade of Conductors and Upper Gardeners, Department of Agriculture.

Seconded Service : Head Gardener, Queen's House.

By His Excellency's command,
Financial Secretary's Office, H. J. HUXHAM,
Colombo, November 11, 1938. Financial Secretary.

PN 137/29

NOTIFICATION No. PN 137/29 dated October 25, 1938, and published in the *Government Gazette* of October 28, 1938, regarding the secondment of Mr. V. Paranajothy and certain other officers of the Ceylon Government Railway is hereby cancelled in so far as the secondment of the following officers are concerned :—

Mr. W. S. Wijeratne.
Mr. K. Sivagurunathan.
Mr. R. Dias.
Mr. H. W. Perera.
Mr. D. N. Perera.

By His Excellency's command,
Financial Secretary's Office, H. J. HUXHAM,
Colombo, November 10, 1938. Financial Secretary.

(D. S. 283)

PN 137/29

IN terms of section 24 of the Minutes on Pensions dated February 5, 1934, it is hereby notified that the under-mentioned officers, seconded for service, will be allowed to count the period of their temporary employments for pension purposes :—

Name.	Pensionable Appointment.	Seconded Service.
Mr. W. S. Wijeratne ..	Clerk, Class III., Railway Clerical Service	Temporarily appointed to Class III., General Clerical Service
Mr. K. Sivagurunathan ..	do. ..	do.
Mr. R. Dias ..	do. ..	do.
Mr. H. W. Perera ..	do. ..	do.
Mr. D. N. Welaratne ..	do. ..	do.

Financial Secretary's Office,
Colombo, November 10, 1938.

By His Excellency's command,
H. J. HUXHAM,
Financial Secretary.

L. D.—B 1/37

RULE.

THE VILLAGE COMMUNITIES ORDINANCE,
No. 9 OF 1924.

RULE made by the Governor of Ceylon by virtue of the powers vested in him by section 95 of the Village Communities Ordinance, No. 9 of 1924, and by Article 93 of the Ceylon (State Council) Order in Council, 1931.

By His Excellency's command,
Legal Secretary's Chambers, J. C. HOWARD,
Colombo, November 11, 1938. Legal Secretary.

The Rules of Criminal Procedure for Village Tribunals and Village Committees, published in *Gazette* No. 7,568 of February 18, 1927, as last amended by rule published in *Gazette* No. 8,405 of October 14, 1938, are hereby further amended in rule 1 thereof, by the addition at the end of paragraph (3) of that rule, of the following :—

"Where the complaint is in respect of the breach of a rule made under section 29 of the Ordinance, such complaint may be made by the Chairman, or by an officer employed by the Committee or by a member thereof if such officer or member is duly authorized in writing by the Chairman to appear on behalf of the Committee, or by a Headman."

L. D.—B 102/38
E. C.—L 2158

THE EXCISE ORDINANCE, NO. 8 OF 1912.

*Excise Notification No. 335.***Sanitary, Operating, Analytical and Excise Rules for Distilleries.**

RULES made by the Officer Administering the Government of Ceylon in pursuance of the powers vested in the Governor by section 31 (1) of the Excise Ordinance, No. 8 of 1912, and by Article 93 of the Ceylon (State Council) Order in Council, 1931, and confirmed by resolution of the State Council on November 11, 1938.

The Ministry of Home Affairs,
Colombo, November 15, 1938.

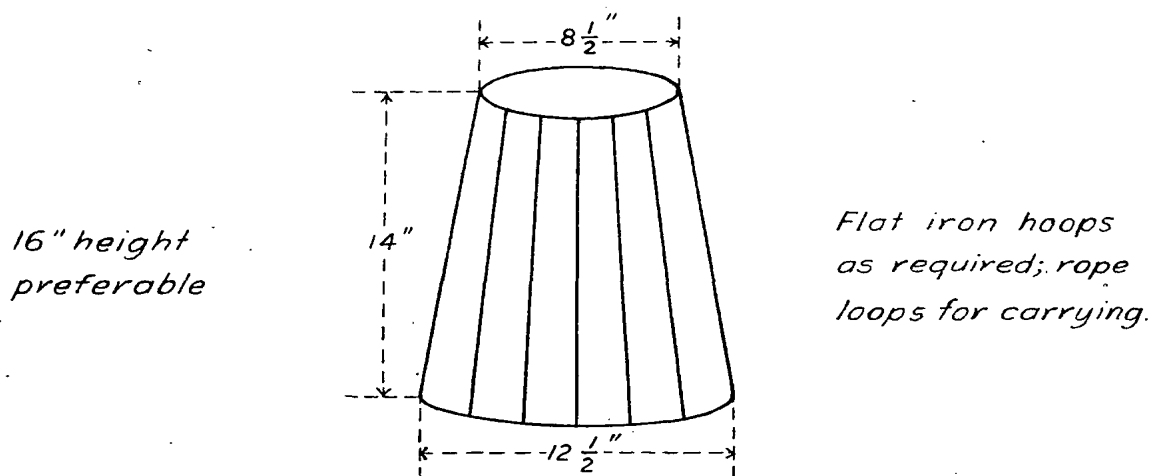
D. B. JAYATILAKA,
Minister for Home Affairs.

RULES.

*Chapter I.—Sanitary Requirements.***1. Collection and Transport of Toddy ; Pingo Transport to be in Wooden Receptacles ; Use of Tins prohibited.—**

(a) All toddy brought to the ground shall be collected in barrels of good seasoned halmilla or teak, after being strained through wicker baskets as prescribed below. The barrels must be clean, and must contain no water before the collection is begun. Toddy which is to be transported by pingo need not, however, be collected into barrels.

(b) The use of kerosene oil tins or metal receptacles for transport of toddy by pingo is prohibited. Wooden buckets, constructed of good seasoned teak or halmilla staves, planed smooth, well joined, without using putty or red lead, and without holes, shall be used. Bees-wax must not be used for any purpose other than for bonding the joints to make them leak-proof. A sketch of a model bucket is given below for the guidance of distillers.



Sketch of Wooden Transport-buckets.

Thickness of staves & bottom $\frac{1}{3}$ \"

Capacity about 4 gallons.

Block by Survey Department, Ceylon

2. Cleaning of Outside of Transport Vessels at Receiving Platform.—Hard brushes shall be provided at the receiving platform for scrubbing the outside of every transport cask or wooden bucket. All mud, sand or dirt adhering to the staves and heads of any cask, or to the side or bottom of any bucket must be removed, and must not be allowed to get into the receiving tank or tub, or into the toddy in the course of emptying it from any transport vessel.

3. Cleaning of Inside of Collecting Barrels, and Transport Casks and Receptacles.—At the end of each day's work at the collecting station, each collecting barrel must be thoroughly cleaned out with at least 2 gallons of good water and then completely drained, and after the receipt of all toddy for the day at the distillery each transport cask must be steamed or cleaned out with good water, in order that the stale dregs of fermented toddy may not contaminate the toddy collected and transported the following day. Each wooden bucket used in the transport of toddy by pingo must be likewise cleaned out with steam or good water, either at the collecting station or the distillery, as may be convenient.

4. Straining of Toddy.—(A) **At Collecting Station.**—All toddy other than toddy brought by pingo must be strained through wicker baskets, when it is being transferred into the collecting barrels (or transport casks, whichever transfer is earlier) at the collecting station, and any bits of the spadix, bodies of bees or other insects, and any other rubbish in the toddy must be removed as early as possible after its collection.

All toddy brought by pingo to a collecting station must be so strained, unless the Excise Commissioner exempts the licensee of the collecting station from the requirements of this rule.

(B) **At the Receiving Tank or Tub.**—(i.) All toddy must be strained through two boxes, fitted one within the other, and having at the bottom Staybrite steel wire-netting of 12 meshes-per-inch on the inner box and 16 meshes-per-inch on the outer box, when such toddy is being transferred from the transport casks or pingo receptacles into the receiving tank or tub at the distillery. The Excise Commissioner may, from time to time, prescribe the use of some other make or type of wire-netting. Both the boxes must be so constructed that the joints at the four corners and the fitting of the wire-netting to the bottom are water-tight in order to ensure that the toddy does not pass except through the wire-netting of the inner box first and thence through the wire-netting of the outer box into the receiving tank. The boxes must be made of good seasoned teak or halmilla timber, and the workmanship must be of the best, no putty or red lead or bees-wax being used to fill up bad joints or cavities in the wood. The surface of the timber must be planed smooth, so that no filth may remain in any crevice, when the boxes are scrubbed.

(ii.) There must be a sufficient number of sets of straining boxes to permit of continuous straining, while a used set is being washed and cleaned in order to remove accumulations from the wire-netting.

(iii.) A tray with a hard brush, provided with a handle, must be used, if necessary, for cleaning the wire-netting, and in no case shall the hand be introduced into the toddy or used for the removal of accumulations in the process of straining.

(iv.) The dimensions of each box must be such as suit the requirements of the receiving tank or tub at each distillery, but the box must be of sufficient depth and superficial area to prevent the toddy from splashing over the edges of the box into the receiving tank or tub. Such straining box must be subject to the approval of the Distillery Superintendent, and no box which has been disapproved by him shall be used.

(C) **At the Washback.**—(i.) The distiller may strain the toddy coming from the receiving tank or tub through the main distributing trough. Where such toddy is strained, it must be strained either at the top end or at the middle of the subsidiary distributing trough leading to each washback, and through screens of 20 or 24 meshes-per-inch Staybrite steel wire-netting properly fitted to the sides and bottom of the subsidiary trough, but without grooves being cut in the trough. Such screens shall be subject to the approval of the Distillery Superintendent, and no screen which has been disapproved by him shall be used.

(ii.) All toddy running from the subsidiary trough into the washback must be strained through cloth of coarse texture, which must be fitted to the bottom of a box similar in construction to the straining box referred to in paragraph (1) of Part B of this rule. Such box may be attached to the trough, or may rest on the top of the washback, but it must be of sufficient depth and superficial area to prevent the toddy from splashing over the edges of the box into the washback.

(iii.) There must be a sufficient number of cloth strainers to permit of continuous straining, and care shall be taken to ensure that there is no hole or tear in the cloth at any time.

(iv.) Where any material clogs the cloth strainer, a tray with a soft brush, provided with a handle, must be used for removing such material, or a fresh cloth strainer must be used. In no case however shall the hand be introduced into the toddy or used for the removal of such material in the process of straining.

(v.) After a washback is filled, and while fermentation is proceeding, the surface of the toddy must be skimmed of all scum brought up by the frothing, at intervals of not less than one hour, with a butterfly net of at least 9 in. diameter made of fine-textured but strong cloth, and provided with a long handle to enable the furthest part of the washback to be easily reached. Every such butterfly net must always be kept clean and free from any hole or tear. The toddy must be finally skimmed, and must be completely freed from rubbish, dirt or foreign matter of any kind, and must be milk-white and not malodorous, before it is released to be run or pumped into the charging tub or vat.

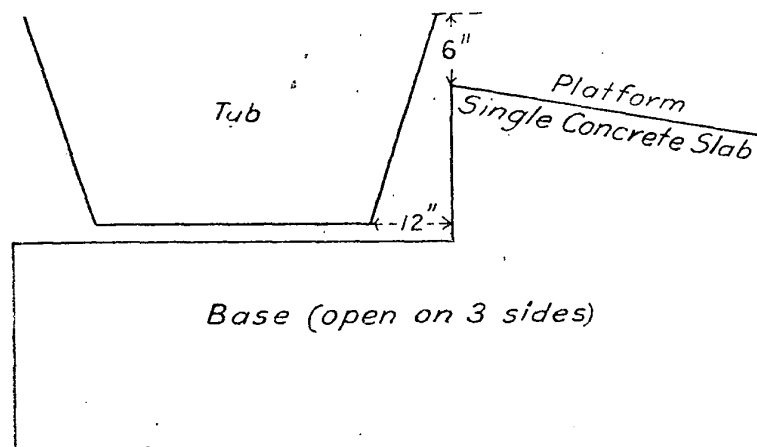
(vi.) The cloth strainer and butterfly net must be subject to the approval of the Distillery Superintendent, and no such strainer or net which has been disapproved by him shall be used.

5. Receiving Platform and Receiving Tank or Tub.—(a) Every new receiving platform must be made of one slab of cement concrete, sloped away from the receiving tank or tub for the proper drainage of water and spillings.

(b) Every existing receiving platform must be kept free from cracks and cavities at all times, and the slope must be improved, if so required by the Excise Commissioner.

(c) The receiving tank or tub must be so constructed or placed, unless otherwise permitted by the Excise Commissioner, that the top of the tank or tub is at least 6 inches above the top edge of the platform, to ensure that no dirt or spillings from the platform get into the tank or tub. Two ramps of concrete or wood (of not more than 4 inches in width each) must be constructed, where necessary, to carry the transport cask over the edge of the tank or tub on to the emptying-rest above it. In the case of any existing platform, tank or tub, where constructional difficulties make the application of this rule impracticable, such other measures shall be taken to effect the same purpose, as the Excise Commissioner may direct in each case.

(d) Unless the Excise Commissioner otherwise orders in the special circumstances of any case, every receiving tub must be made of good seasoned teak or halmilla staves, well joined, planed smooth, without cavities, and without using putty or red lead. Bees-wax must not be used for any purpose other than for bonding the joints in the chimb and the head in order to make them leak-proof. Receiving tubs must not be enclosed by any masonry structure, and must be so fitted (i.) that the bottom and the outside of each such tub can be cleaned and (ii.) that the tub can be easily taken out for repairs or cleaning without breaking up masonry for its removal. There must be no spaces, which cannot be properly cleaned, round the receiving tank or tub.



Sketch of Model Receiving Platform & Tub.

Block by Survey Department, Ceylon.

(e) Every receiving tank or tub must have an outlet at the lowest point of its bottom to enable the water used for cleaning it to be completely drained out. Where constructional difficulties make this impracticable in any existing tank or tub, such improvements shall be made and steps taken to achieve the same object, as the Excise Commissioner may direct in each case.

(f) The toddy from the receiving tank or tub shall be let out, as far as practicable, into an open trough, the dead end of which must have no superfluous length beyond the outlet hole, and must be open to view and capable of being cleaned without undue effort. Every pipe outlet must be replaced, unless constructional difficulties make it impracticable.

(g) In this rule—

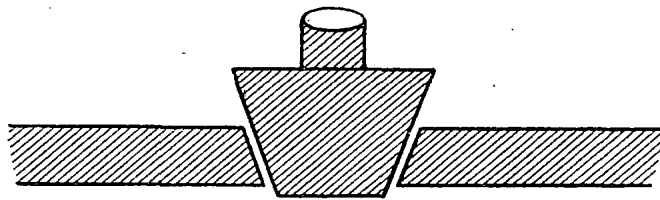
“Existing platform” means a platform constructed before the date on which these rules come into force.

“New platform” means a platform constructed on or after the date on which these rules come into force.

6. Toddy to be emptied on Delivery at Distillery.—All toddy received at the distillery must be emptied from the transport casks or buckets into the receiving tank or tub immediately after receipt, arrangements being made, if the Excise Commissioner so orders, to empty more than one cask at a time.

7. Washbacks.—Every washback must be made of good seasoned teak or halmilla staves, well joined, planed smooth, without cavities, and without using putty or red lead. Bees-wax must not be used for any purpose other than for bonding the joints in the chimb and the head in order to make them leak-proof. The minimum capacity of each washback must be 200 gallons, excluding a freeboard of at least 6 inches. The shape of the washback must be that of a conical frustum. There must be a sufficient number of washbacks to store all the toddy which may be received in a day. In any distillery where and in any season when the number of washbacks permits it, one set of washbacks must be used every alternate day.

8. **Outlets and Bungs.**—(a) Every outlet of a receiving tank or tub, washback, charging tub or vat and every bung must be neatly cut and properly fitted as in the diagram below :—



Block by Survey Department, Ceylon.

The sides of the outlet must be slightly sloping, and the sides of the bung must be sloped at the same angle to effect a good fit, by mere pressure. The bungs must be of good seasoned hard wood; kirilla and such other soft woods must not be used. Packings of gunny, cloth, coir, or any other material round the bung must not be used to make it fit water-tight into the outlet.

(b) When any bung is not in actual use, it must not be left standing in its outlet hole, but must be laid across the top of the tank or tub, washback, or vat, as the case may be, to permit of drying, so that the bung does not become slimy or smell musty.

9. **Troughs; Use of Piping deprecated.**—(a) The main as well as subsidiary distributing and discharge troughs must be of good seasoned teak or halmilla, well joined, planed smooth, without cavities, and without using putty or red lead. Bees-wax must not be used for any purpose other than for bonding the joints so as to make them leak-proof. The sides must be well fitted to the bottom, preferably at an obtuse angle rather than perpendicularly. There must be no superfluous lengths at the dead-ends, and every part of a trough must be easily accessible for cleaning daily.

(b) Wherever possible there must be one main discharge trough between two lines of washbacks, connecting up with them by subsidiary discharge troughs running into the main discharge trough at acute angles, in herring-bone pattern.

(c) Every discharge trough must be covered with loose lids in convenient lengths, to be put on as soon as the fermentation room is opened for the day's work, but such lids must be removed after the last charge has been run in, and the troughs have been cleaned up.

(d) No discharge cock or pipe (whether bent or straight) must be fitted to or used as an outlet for toddy without the prior sanction of the Excise Commissioner. If any pipe has to be used, it must not be less than 2 in. in diameter, and hard-wire brushes of sufficient length must be provided to enable the full length of the pipe to be cleaned. A bent pipe must be cleaned from both ends. The pipe-line between the charging tub or vat and the still at all distilleries, and the pipe-line between the fermentation room and the still room at Rockland distillery must be cleaned once a week with good water (boiling water being used, where practicable) in such a way that the washings do not enter the stills, and are completely evacuated therefrom.

(e) Subject as hereinafter provided no grooves must be cut into the sides or bottom of any of the troughs for the purpose of fixing the straining-screens, or for any other purpose. One shallow groove may be cut in the distributing trough for each washback for the shutter, and one groove in the main trough for each set of washbacks for the same purpose.

(f) In no case must any lead-pipe be used, where toddy or spirit (in vapour or liquid form) may come into contact with such pipe.

10. **Water Supply.**—(a) Every distillery must be provided with good water from a well, a clean stream, or a public pipe-supply in sufficient quantities for its sanitary and operating requirements. If the water is such that it clogs the pipes, it must be efficiently treated before it is used in any distilling operation.

(b) Every distillery must be provided with a spare water-pump, and where the pump is worked by an engine, also with a spare engine as stand-by for maintaining the water supply.

(c) Unless the Excise Commissioner otherwise orders in the special circumstances of any case, an overhead tank must be erected in every distillery to store not less than 2,000 gallons for sanitary purposes and distilling operations, so that there may be a reserve pending any breakdown in the supply of water. The tank must be placed at such a height that the water can be drawn by gravity through pipes to each receiving tank or tub, washback, charging tub or vat, rectifier, doubler, or still and to the floors of the receiving room, the fermentation room and the still room, for sanitary or operating purposes. For washing purposes there must be a tap near floor level in the receiving room, the fermentation room and the still room. A tap over each receiving tank or tub, washback, charging tub or vat, and still must be provided unless the Excise Commissioner has permitted in writing that a separate hose be provided for each of the taps in the receiving, fermentation and still rooms of sufficient length to enable the water from the tap in each such room to reach the furthest tank, tub, washback, vat or still.

11. **Cleaning of Tanks, Tubs, Washbacks, Troughs, Straining Boxes, &c., with Lime.**—(a) Every receiving tank or tub, washback and charging tub or vat, and every section of a trough used for toddy must be cleaned every day, first by swilling out with water (warm water being used if such water is available), and then by applying a thin paste of fresh unslaked lime to the inside of every such tank, tub, washback, vat and trough, uniformly and thoroughly. The lime shall not be applied by hand, but by brushes well coated with the lime paste. Long-handled hard and large brushes for tanks, tubs, washbacks and vats, and hard and small brushes, one with a short and another with a long handle, for troughs must be provided, and some spare brushes must be always available. Brushes, when not in use, must be kept clean and on a rack specially made for the purpose. Care shall be taken to ensure that every portion of a tank, tub, washback, vat or trough is properly covered with the lime paste, especially the angle-joints, the sides of the outlets and the lower ends of bungs. The lime paste must be left on for a little while, and then carefully washed off with copious quantities of water and scrubbed clean with brushes with no lime on them. Above the usual level to which toddy is stored in the washbacks, the lime coating may be allowed to remain undisturbed.

(b) The outside of every receiving tank or tub, washback and charging tub or vat, any portion of the bottom of such tank, tub or washback overhanging a trough, and the outside of every trough must be scrubbed clean every day with a brush dipped in good water.

(c) Every straining box and the framework of every straining screen and cloth-strainer must be likewise washed, the inside and the outside of such box or framework cleaned every day with lime paste, and washed again thoroughly.

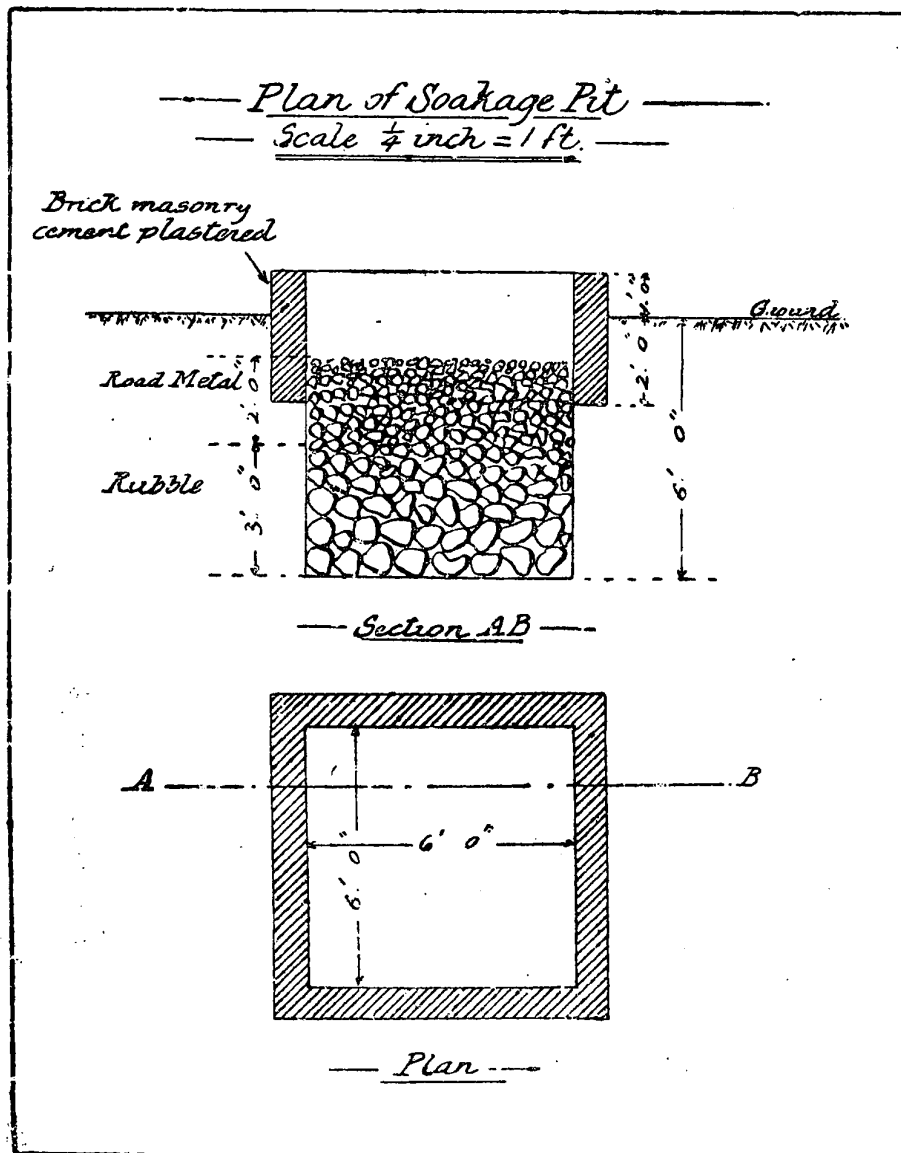
(d) The washings must be let out into drains, so constructed that the washings are quickly carried away.

12. **General Prohibitions and Restrictions.**—(a) No dirt must be allowed to accumulate anywhere in the operating rooms of the distillery, and the entire premises must be generally kept clear of grass, weeds, undergrowth, filth and rubbish, all the refuse being disposed of by burning or burial. No water must be allowed to remain stagnant, and no ground must be allowed to remain muddy.

(b) The receiving platform, the floor on which the receiving tank or tub rests, the floor of the fermenting room (especially under the vats), and the floor of the still room shall be first swept clean every day, and water swilled over plentifully and then swept into shallow cup-shaped drains which must be constructed alongside the walls. Such drains must be carried into outside drains. The floors must be adequately sloped for this purpose.

(c) The roofs and walls of the receiving and fermenting rooms must at all times be kept free of fungoid growths, and mould, cobwebs, animal droppings, dirt and other filth.

- (d) The fermenting room must be rendered bat-proof.
- (e) No part of the human body shall be allowed to come into contact with toddy at any stage.
- (f) Every employee at a collecting station or distillery shall be warned not to, and shall not be allowed to,—(i.) place his feet on the inlet of any barrel or cask or the mouth of any bucket or in any trough, or (ii.) get inside any tank, tub, washback or other apparatus for the daily cleaning and washing. Whenever it becomes necessary for any employee to get inside any tank, tub, washback or other apparatus, he shall wash his feet and legs before he does so.
- (g) No paint, putty or red lead must be used in any tank, tub, washback, trough, pipe or any other apparatus or implement in such a manner that toddy or arrack may come into contact at any point with such paint, putty or red lead.
- (h) Every receptacle, utensil or fitting used for the storage, or in the process of manufacture of arrack must be at all times kept in a clean and sanitary condition, and in a good state of repair.
- (i) All such annual repairs, additions and improvements to the distillery, its premises, and fittings shall be carried out as the Excise Commissioner may require, before the licence is renewed, and the Excise Commissioner shall have sole discretion to refuse to renew any such licence for any failure to comply with his requirements.
13. The discharge cock of every still must open into an open drain connecting directly with a soakage pit with rubble foundations wherever practicable, or allowing for sufficiently wide distribution of the spent wash over the land to prevent stagnation or the formation of pools. The spent wash must be so disposed of as not to be malodourous or to create a nuisance, and must, if necessary, be treated to that end.



14. The interior walls of every distillery must be white or samara washed each year before distillation begins, and the floors must be kept in good repair at all times so as to be free from cracks and cavities. The buildings, roads, paths and drains must be kept in good order and maintenance every year, and throughout the year as may be required by the Excise Commissioner.

15. No person suffering from any eruptions of the skin, venereal disease, or any disease to which section 3 of Ordinance No. 8 of 1866 applies, shall be allowed to work in the distillery or to take any part in the handling of toddy or in the manufacture of spirit.

Chapter II.—Operating Requirements.

16. **Ventilation of Fermentation Room.**—(a) The fermentation room must be well ventilated, with windows or openings in opposite walls so as to create a draught, and to maintain a temperature not appreciably higher than the outside temperature in the shade, in order to prevent unnecessary loss of alcohol and faulty fermentation. Concrete or iron trellis-work openings must also be provided at or near the floor-level to take away the heavier carbon dioxide formed in the course of fermentation.

(b) The fermentation room must be so situated and constructed that its temperature is not affected by the heat from the still room.

17. Fermentation and Charging of Toddy.—(a) Every distillery must be provided with a sufficient number of saccharometers, and the fermenting toddy in each washback must be tested by saccharometer at regular intervals of about two hours, till the lowest reading is shown, and the readings remain constant over a period of two hours, the readings being taken every hour at that stage. When that point is reached, bubbling within the toddy will have also ceased. The Distillery Officer shall show in his Log Book the time at which the primary (alcoholic) fermentation ceases in each washback, as determined by these saccharometer and effervescence tests, that is, when the lowest reading has remained constant over a period of two hours and all bubbling has ceased, and shall intimate such time to the distiller's agent in charge, and shall chalk it up on the outside of the washback.

(b) The distiller shall take steps to ensure that the toddy in each washback is charged into the still within 2 hours of the time noted for cessation of the primary (or alcoholic) fermentation, unless a still is not available at the time.

18. Prevention of Priming of Pot Still.—(a) The distiller shall take steps to ensure that a charge of wash is not filled to such a level, or heated so rapidly, or overheated at any stage that the still primes.

(b) In stills supplied with a try-cock, such try-cock must be left open, and charging must be stopped as soon as the wash trickles through it. Where there is no try-cock, about one-fourth of the still capacity must be left empty.

(c) When the wash in the still is heated to the boiling point of alcohol, that is, 172°F., care must be taken to regulate the heat by drawing the fire, or checking the supply of steam (in steam-heated stills).

(d) If priming is detected, care must be taken to see whether the doubler and rectifier are working efficiently, and whether the liquor coming through the condenser is not affected. If, however, such liquor is found to be so affected, the liquor collected till the cessation of priming must be put back into the still, or collected in the weak spirits receivers for re-distillation.

19. Efficiency of Doubler, Rectifier and Condenser.—(a) Before each distillation the doubler must be completely emptied, and refilled with good water to the proper level, and the water-gauge must be watched from time to time to ensure that the proper level is maintained. This rule shall not apply to any doubler, which has not been contrived by its manufacturers to hold water.

(b) The rectifier and condenser must at all times be kept supplied with a constant and sufficient flow of cold water to ensure efficient rectification and condensation.

(c) The diameter of the main pipe conveying water to the doubler, rectifier and condenser must in no case be smaller than the biggest diameter of the water-inlet of the doubler, the rectifier or the condenser. The diameter of the subsidiary pipe must not be smaller than the diameter of the water-inlet to which it is connected, if the diameters of the inlets vary.

(d) In the case of worm-condensers and surface condensers the worm or the condensing tubes must be thoroughly cleaned out not less than once a week, and at any time when ordered in writing by the Distillery Officer, and no copper or iron salts must be allowed to accumulate or form in the worm or tubes. Part of the process of cleaning must be the emptying of the worm tub or water-jacket and the passing, through the worm or condensing tubes for not less than twenty minutes, of steam obtained by boiling pure water in the still.

(e) These provisions shall also be applicable, *mutatis mutandis*, to continuous stills.

20. Evacuation of Spent Wash from Stills.—(a) The residual spent wash in a pot still must be completely evacuated, and a fresh charge must not be contaminated by spent wash residues, no matter how diluted such residues may be. To protect the pan of the pot still from cracking, warm water may be introduced as the spent wash is drawn out, the water being introduced from the rectifier or condenser, but in no circumstances from the doubler, and the drawing out process being continued, till there is nothing but water left in the pan, that is to say, till all the spent wash has been substantially removed.

(b) The residual spent wash in the columns of a continuous still must be likewise eliminated by an hour's water-distillation after the completion of each distillation of wash.

21. Monthly Cleaning of Stills.—To keep a still working fresh and sweet, the following operations shall be carried out once in every month:—

(a) A water-distillation must be carried out in every pot still for an hour from the time at which distillation commences, in order that every part of such still up to the condenser is cleaned up.

Such water-distillation must be carried out, before a still used for the manufacture of single distilled arrack is used for the distillation of toddy for low wines and the fractional distillation of low wines for the manufacture of double distilled arrack.

(b) For continuous stills, a light solution of 2 lb. of caustic soda in 100 gallons of good water must be made, and the entire quantity must be poured in at the top, and left for a period of not less than 6 hours. At the end of such period, the vent-holes of each section of the column must be opened to drain out the solution. When the solution has been drained out, the vent-holes must be closed, and the *whole* still must be kept *completely* filled with good water for a period of not less than 15 minutes, at the end of which period the vent-holes of each section must be opened, to drain out the water. After closing the vent-holes, a water-distillation must be carried out for a period of not less than 3 hours before the wash is sent in.

22. Spirit Safes.—(a) The distiller shall take steps to ensure that the spirit safe is always run quite cool. If the section of the pipe leading into and near the spirit safe runs warm, it is a clear indication of the inefficiency of the condenser, and the causes shall be immediately investigated, as, for example, priming of the still, doubler running dry, water-supply of rectifier and condenser being short.

(b) The spirit safe must be taken down once a week, and every part of it, together with the glass and hydrometer, must be cleaned.

23. Tin Lining.—(a) The pans of pot stills and the cups and baffle-plates of patent stills may, and the copper condensing worms and other copper still-parts or pipes in contact with spirits in vapour or liquid form must, be lined with tin once a year. The purest quality of commercial block tin must be used for such annual tin-lining.

(b) In the month of January of every year, the distiller shall, of his own motion, intimate to the Excise Commissioner the firm from which he proposes to buy his block tin, and the quality and brand by which such tin is described. The distiller shall purchase and use only such tin as the Government Analyst may have approved. Such approval shall be intimated to the distiller in writing by the Excise Commissioner.

(c) The approved block tin must not in any circumstances be mixed with any lead whatsoever in the process of tin-lining. The admixture of copper with block tin must also be avoided, if the Excise Commissioner so directs, but if there is no such direction, general or special, not more than one per cent. of copper must be used with the block tin for purposes of tin-lining. The distiller shall take steps to ensure that his tin-smiths comply with this rule every year.

24. Brass Discharge Cocks.—(a) Except with the prior approval of the Excise Commissioner, no brass taps or brass discharge cocks shall be used. Where the Excise Commissioner so directs, such taps or cocks must be removed and wooden bungs with iron straps across such bungs, hinged at one end and padlocked over a hasp at the other to prevent unauthorized removal of bungs must be substituted therefor.

(b) When arrack is drawn from a receptacle through a brass tap or discharge cock, the arrack in the receptacle must *not* be roused, stirred, or disturbed even for taking samples from the top of the receptacle, and a gallon must be drawn off separately through the brass tap or discharge cock, so that any copper in solution through standing of the arrack in contact with the brass may be drawn off more or less completely. Such first draw-off must be returned to the still or to a weak spirit receiver for re-distillation, so that the subsequent draw-off may be free from any copper adventitiously dissolved in the course of storage.

25. Conditions of Distillation in Pot and Continuous Stills.—(A) Definitions of Single and Double Distilled Arrack, Continuous Still Arrack, Weak Spirits and Spent Wash.—For the purposes of these rules—

(i.) The arrack produced in a pot still by a single fractional distillation, that is to say, the fractionated "clean spirits" (middle runnings) from distillation of a toddy wash and from a re-distillation of a mixed wash of toddy and "weak spirits" from the first or later distillations, shall be known as "single distilled arrack".

The arrack produced in a continuous still shall be known as "continuous still arrack", but shall be classified as "single distilled arrack" for all the purposes of these rules and of any contract for the supply of arrack to Government, unless otherwise specifically stated.

(ii.) The arrack produced in a pot still by a preliminary distillation of toddy completely into spirits (to be known as "low wines") and by the second fractional distillation of the "low wines", that is to say, the fractionated "clean spirits" (middle runnings) from the distillation of "low wines" and from a re-distillation of a mixed wash of "low wines" and "weak spirits" from the second or later distillations, shall be known as "double distilled arrack."

(iii.) The foreshots and tailings of any fractional distillation in a pot still shall be known as "weak spirits".

(iv.) The undistilled residue in a pot or continuous still from a distillation of toddy or low wines, or from a distillation of a mixed wash of toddy or low wines and weak spirits shall be known as "spent wash".

(B) Receivers.—(1) Every distiller shall keep 2 groups of vats (hereinafter called "receivers") for receiving spirits from the stills. Provided that every distiller who is required under any contract with him to manufacture double distilled arrack, shall keep 5 groups of receivers for the following :—

For Single Distilled Arrack—

- (i.) Clean Spirits, marked "S.D.—C.S."
- (ii.) Weak Spirits, marked "S.D.—W.S."

For Double Distilled Arrack—

- (iii.) Clean Spirits, marked "D.D.—C.S."
- (iv.) Weak Spirits, marked "D.D.—W.S."
- (v.) Low Wines, marked "D.D.—L.W."

(2) The different grades of spirits obtained from single distillation processes must not be mixed with those received from double distillation processes, except with the special or general permission of the Excise Commissioner obtained in writing.

(C) Foreshots, Middle Runnings, and Tailings; Minimum Delivery Strength.—(i.) **Foreshots.**—The first 10 gallons of spirit collected from the distillation of toddy or a mixed wash of toddy and weak spirits for manufacturing single distilled arrack in a pot still, or the first 3 gallons of such spirit for manufacturing single distilled arrack in a continuous still, and the first 20 gallons of spirit collected from the distillation of low wines or a mixed wash of low wines and weak spirits for manufacturing double distilled arrack shall be regarded as foreshots, and turned into the respective weak spirits receivers specified in group (ii.) or group (iv.) of Part B of this rule :

Provided however that the Excise Commissioner may from time to time order, for any particular still or for all stills generally, that such smaller quantity than 3 or 10 gallons in the case of single distilled arrack and 20 gallons in the case of double distilled arrack respectively, as he may deem fit, shall be collected as foreshots, so that any desirable subsidiary products coming over in the early stages may be preserved in the middle runnings or clean spirits.

(ii.) **Middle Runnings and Minimum Delivery Strengths.**—(a) After the prescribed quantity of foreshots has been collected, the spirit coming over from a still, that is to say, the middle runnings, shall be turned into the appropriate clean spirit receivers specified in group (i.) or group (iii.) of Part (B) of this rule.

(b) The collection of the middle runnings from a pot still for single or double distilled arrack shall be stopped at such strength as the distiller may at his discretion decide, such discretion being exercised on the understanding that no single distilled arrack or double distilled arrack will be accepted at a lower strength than 5° u.p. or 5° o.p. respectively, or such other higher strength or strengths as the Excise Commissioner may from time to time prescribe by special or general order which shall be final and conclusive.

(c) The middle runnings for single distilled arrack shall be turned off, when the spirit from the still begins to be weaker than 30° u.p., or such other higher strength as the Excise Commissioner may from time to time prescribe by special or general order for any particular still or for all stills, and such order shall be final and conclusive.

(d) The Excise Commissioner may from time to time prescribe by special or general order for any particular still or for all stills the strength at which the collection of middle runnings for double distilled arrack shall cease, and such order shall be final and conclusive.

(iii.) **Tailings.**—The weak spirit coming from a pot still after the stoppage of the middle runnings referred to in paragraph (ii.) (b), (that is to say, the tailings,) shall be turned again into the appropriate weak spirit receivers specified in group (ii.) or group (iv.) of Part (B) of this rule. The collection of the tailings shall cease, as soon as the spirit coming over is weaker than 95° u.p. for single distilled arrack, or 90° u.p. for low wines, or 85° u.p. for double distilled arrack. The tailings between 85° or 90°, as the case may be, and 95° u.p. for low wines or double distilled arrack may be turned into the weak spirit receiver for single distilled arrack, and collected for a weak spirit distillation with toddy. At the stage when the spirit coming over is weaker than 95° u.p., distillation and collection of the spirit will cease, the residue in the still being regarded as spent wash.

(D) Maximum Delivery Strength.—The maximum strength of continuous still arrack must not exceed 30° o.p. No maximum strength is prescribed for pot still arrack, as the maximum strength of spirit distilled in a pot still will not exceed 45° o.p. and the quantity at that strength will not exceed 30 gallons.

Provided however that the Excise Commissioner may, for any particular still or for all stills, at his sole discretion, fix by special or general order from time to time the maximum delivery strength for single distilled arrack or for double distilled arrack manufactured from pot stills, and such orders shall be final and conclusive.

(E) Weak Spirits Distillation.—(i.) Pure toddy washes for single distilled arrack, and pure low wines washes for double distilled arrack must be charged as frequently as possible, but mixed washes of toddy and weak spirits for single distilled arrack, and of low wines and weak spirits (but not toddy and weak spirits) for double distilled arrack may be used, when there is a sufficient accumulation of weak spirits requiring redistillation.

(ii.) Mixed washes of toddy and weak spirits for single distilled arrack must contain not less than 50 per cent. by volume of toddy.

(iii.) Mixed washes of low wines and weak spirits for double distilled arrack must contain not less than 50 per cent. by volume of low wines. To such mixed washes, water may be added in such quantities as the distiller may choose, in order to leave a sufficient residue to protect the pan of a pot still from cracking.

Chapter III.—Analytical Requirements.

26. Standards of Purity of Arrack and Rectified Spirits.—The following shall be the standards of purity for single and double distilled arrack, and rectified spirits manufactured in Ceylon :—

(A) For Arrack.—

- (i.) The "total acidity", calculated as acetic acid per 100,000 parts of absolute alcohol, must not exceed 250 parts for single distilled arrack, and 200 parts for double distilled arrack.
- (ii.) The "extract", calculated per 100,000 parts of absolute alcohol, must not exceed 250 parts for single distilled arrack, and 200 parts for double distilled arrack.
- (iii.) No lead, iron or any metallic contamination other than copper must be present in single distilled arrack. The quantity of copper, calculated as copper in grains per gallon at 27° u.p. must not exceed $\frac{1}{4}$ of a grain.
- (iv.) No lead, iron, copper, or any other metallic contamination must be present in double distilled arrack.
- (v.) The presence of a "trace" or a "negligible" quantity of copper or iron shall not be deemed to affect the standards of purity for single distilled arrack and double distilled arrack hereinbefore prescribed.

(B) For Rectified Spirits.—Rectified spirits manufactured at any distillery must conform to the British Pharmacopoeia standards set for such spirits.

(C) Standards not to apply to Denatured Spirits.—These standards shall not be applicable to any spirits which are intended to be denatured before issue from the distillery.

27. Disposal of Arrack and Rectified Spirits not conforming to Standards.—No arrack or rectified spirits, which do not conform to the above standards, shall be issued from any distillery. The Excise Commissioner may make such orders as he may deem fit as to the disposal of any arrack or rectified spirits which do not conform to the above standards, and such orders shall be final and conclusive. The distiller shall be bound to comply with any orders so made.

Chapter IV.—Excise Requirements.

28. Distillery Buildings.—(a) The distillery building and the arrangement of the rooms and vessels must be in accordance with the following instructions :—

The building must consist of a series of compartments surrounded by a secure boundary wall. Separate rooms or apartments must be set apart for—

- (1) The storage of materials.
- (2) The storage of wash (or toddy).
- (3) Distillation.
- (4) The receivers.
- (5) Storage, reduction, and issue of spirit.
- (6) Engine room, so situated that fumes from it can not be blown into the fermentation or still rooms.
- (7) Distillery Officer's office room.
- (8) Distillery Officer's retiring room, which must be airy, well ventilated and lighted, with a bath room and a lavatory.
- (9) Excise Guard's room.
- (10) Distiller's Office room.
- (11) Lavatory for distillery employees.
- (12) An enclosed garage, capable of being padlocked, for the Distillery Officer's use. (The garage must be situated within the distillery premises, if practicable, or at a convenient distance from the distillery.)

(b) The Distillery Officer's office room must be furnished with a writing table (with at least 2 large drawers provided with Yale locks), two chairs, a small almirah, and such other office furniture as the Distillery Superintendent may require by written requisition.

(c) The Distillery Officer's retiring room must be furnished with 2 beds, each provided with a clean 3 in. thick coir mattress, 2 cotton pillows and 2 mosquito curtains (1 to spare) to be always kept clean and free from holes, a clothes horse, a clothes peg, a lounge, a chair, a dressing table with a mirror, and a glass Berkefeld filter with 2 candles for water for drinking.

(d) The Excise Guard's room must be furnished with two camp beds, each provided with 2 cotton pillows.

(e) Every bath room must be provided with an adequate supply of good water, a 38 in. long bath-tub, a large bucket, a hand-bucket, a bath stool, a bath-square, a towel horse, a wall mirror, a toilet table with basin, jug, tooth brush stand and soap pot complete.

(f) The Distillery Officer's lavatory must be supplied with a proper commode and bucket to be conserved once a day at the distiller's expense.

(g) The building may also include such other rooms or apartments as may be approved or prescribed by the Excise Commissioner from time to time, and such orders shall be final and conclusive.

(h) Every room, bath room or lavatory used by the Excise Officers must be swept daily, and kept in a clean and sanitary condition at the distiller's cost to the satisfaction of the Distillery Officer. Every lavatory must be disinfected daily with an approved disinfectant, a pint bottle of which must always be kept in each lavatory. The furniture must be kept polished with plain bees-wax, and free from vermin.

(i) No Distillery Officer shall make any request direct to a distiller for additions or improvements in respect of the amenities provided for the former. Every such request shall be made officially through the Distillery Superintendent, and shall not be entertained, if received otherwise, by the distiller.

29. Walls, Openings, Lean-to, Gates, &c.—The boundary wall and the walls of all the rooms of the distillery building must be of brick, stone, or concrete. The boundary wall must be not less than 8 feet in height, and there must be no lean-to buildings on the inner side of such wall. There must not be within a horizontal distance of 6 ft. from either side of the outer wall any structure, erection or building constructed after October 1, 1938, on land belonging to or held on lease by the distiller, or any tree or overhanging branch of a tree. All openings, such as windows, ventilators, or drains for the issue of spent wash, must be covered with wire netting of a square mesh not exceeding $\frac{1}{4}$ of an inch firmly secured to the framework inside, as well as with iron bars not more than 4 inches apart, from centre to centre of the bars, fixed firmly in the brick or stone or wood work. The windows on the ground floor must in addition, be provided with inside shutters. The distillery premises must have, unless otherwise permitted by the Excise Commissioner, only one means of ingress and egress, which must consist of a pair of gates, of a height equal to that of the external walls, constructed of a strong and well-seasoned wood, well secured and battened, and so hung that they cannot be lifted off their hinges.

The guardroom for guards must be on one side of or near the main entrance.

30. Fermentation Room.—The compartment for storage of wash (commonly known as the fermentation room) must be cemented or closely paved underfoot. Sufficient and proper provision must be made for ventilation and water supply, as provided in the rules above.

31. **Stills.**—One or more stills may be used in any distillery, but no licence shall be issued to work a distillery, unless—
- (a) in a case where pot stills are used, there are at least two stills, the aggregate charging capacity of which is at least 1,500 gallons, the minimum charging capacity of any still being not less than 500 gallons;
 - (b) in a case where one or more continuous stills are used, the quantity of toddy that can be dealt with by such still or stills during any period of 24 hours is at least 2,800 gallons.

Unless the Excise Commissioner otherwise directs, clause (a) of this rule shall not be applicable to any distillery constructed before the date on which these rules come into force.

The stills, whether pot or continuous stills, must be of a pattern approved by the Excise Commissioner. No still in any distillery must have any openings into it except those in connection with the admission of wash and the discharge of spent wash, the manhole, and the air cock or valve upon the breast or head.

The manhole in every pot still must be provided with proper fastenings, to enable it to be kept locked when the still is working. Every still must also have a discharge cock for the discharge of spent wash.

32. **Glass Safe.**—There must be placed between every still and the receiver or receivers into which it discharges spirit a glass safe furnished with a hydrometer, and connected with the still by means of a metal pipe.

33. **Receivers.**—In the case of any distillery constructed after the date on which these rules come into force there must not be more than one entrance to the compartment for the receivers. In the case of any other distillery, there may be more than one such entrance, but such number must, wherever practicable, be reduced to one. No cask must be used as a receiver. A receiver must be made of good seasoned teak or halmilla staves, well joined, planed smooth, without cavities, without using putty or red lead, and with a permanent lid, provided with a manhole. Bees-wax must not be used for any purpose other than for bonding the joints in the chimb or the head, or between the staves. A receiver must be of the shape of a conical frustum and of a capacity not below 300 gallons. The licensee shall provide two receivers to every still, but where there are two or more pot stills each still must have a separate receiver for strong spirit, provided, however, that any number of stills may discharge into one weak spirit receiver. Where any still is used for the manufacture of double distilled arrack, three receivers must be provided as indicated in the foregoing rules.

34. **Pipe Connections to Receivers.**—Every receiver must be connected with the glass safe, and the glass safe with the end of the condenser, by means of a closed metal pipe visible throughout its whole length, and so placed that the spirit runs directly from the still to the safe and thence to the receiver; there must also be a pump or proper discharge cock attached to the receiver for drawing off the spirit from the receiver, and connected therewith there must be a closed metal pipe visible throughout its whole length, for conveying the spirit directly from the receiver to the spirit store. The entry and exit pipe of the receiver must be fitted with cocks which can be locked by an Excise Officer.

35. **Spirit Store.**—In the case of any distillery constructed after the date on which these rules come into force there must not be more than one entrance to the spirit store. In the case of any other distillery, there may be more than one such entrance, but such number must, wherever practicable, be reduced to one. The store vats must be similar in all respects, except in capacity, to the receivers, and must be properly secured and connected with the receivers, and, if so required by the Excise Commissioner, connected with one another by pipes through which the spirit may be pumped or run by gravitation.

In the case of spirit vats there must be no openings other than the pipe connection through which the vat is filled, the manhole and dipping hole at the top, and the discharge cock at the bottom. All these openings must be so arranged that they can be securely locked. Each vat and its discharge cock or discharge hole must be so set that the whole of the contents of the vat can be drained out through the discharge cock or hung hole.

Every vessel for the storage of toddy or wash and every spirit vat must be placed on a secure foundation.

36. **Pipes.**—The arrangement of the pipes must be such that all spirit passes through its entire course in closed pipes. All pipes, except those used for the discharge of spent wash, must be visible throughout their length. A pipe may be in more than one section, but such sections must be riveted together by flanges and sealed with an official seal. The ends of pipes used to connect the several vessels must be fastened to the vessels by soldering or riveting.

The pipes must be painted in such distinctive colour to indicate their contents as may be ordered by the Excise Commissioner. No pipe made of lead or iron shall be used in any case where toddy or spirit in liquid or gaseous form is likely to come into contact with such pipe. Provided that where such pipes are fixed in any distillery constructed before the date on which these rules come into force, such pipes may be used with the prior written sanction of the Excise Commissioner, but not otherwise. Stainless or Staybrite steel pipes may be used, and also copper pipes, if they are properly tinned to the satisfaction of the Excise Commissioner.

37. **Cocks and Fastenings.**—The cocks used in a distillery and the fastenings provided by the distiller for securing the manholes and dipping holes of spirit vats must be of a pattern approved by the Excise Commissioner.

38. **Warehouse Buildings.**—All buildings to be used as warehouses must be constructed of brick or stone. The roof may be tiled or covered with galvanized iron. All windows must be fitted with iron bars not more than 4 inches apart from centre to centre; the windows of compartments used for the storage of spirit must be covered internally with galvanized wire netting of a square mesh not exceeding $\frac{1}{4}$ inch, firmly secured to the framework, and must be provided with inside wooden shutters which can be secured with an inside bar. Skylights must be similarly barred and netted.

39. **Doors of Warehouses.**—The doors of a warehouse must be so hung that tampering with the hinges from outside is impossible, and must be provided with fastenings which can be secured by excise locks.

40. **Warehouse Vats.**—Every Warehouse must be provided with vats similar, except in capacity, to the store vats in distilleries, prescribed in the above rules. No new vat must exceed 200 gallons in capacity, and it must not be bees-waxed, but must be charred inside. The vat must be a closed vessel fitted with a manhole, and a dipping hole to enable the quantity of liquid contained in it to be ascertained at any time by means of a dipping rod. It must also be provided wherever possible with a discharge hole and wooden bung, or a discharge cock, and fastenings to enable the whole vessel to be properly secured.

41. **Room for Warehouse Officer.**—In every warehouse a room must be set apart for use as an office for the Excise Officer, and a room for night watchers.

Chapter V.—Repeals, Amendments, &c.

42. The following rules are hereby rescinded:—

- (1) The rules published by Excise Notification No. 101 in *Gazette* No. 7,065 of November 21, 1919, by Excise Notification No. 120 in *Gazette* No. 7,170 of April 22, 1921, by Excise Notification No. 162 in *Gazette* No. 7,587 of June 10, 1927, and by Excise Notification No. 163 in *Gazette* No. 7,590 of June 24, 1927.
- (2) Rules 5, 26 and 27 of the rules published by Excise Notification No. 151 in *Gazette* No. 7,511 of February 5, 1926.

43. Rule 6 of the rules published by Excise Notification No. 151 in *Gazette* No. 7,511 of February 5, 1926, is hereby amended by the omission of all the words from "The distillery premises" to "lifted off their hinges".

44. These rules shall come into force on the first day of January, 1939.

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 April 5, 1938, by the prescribed majority of the proprietors within the irrigable area of the Bibula-ara amuna irrigation work in the Hambantota 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, November 1, 1938.

SCHEME.

1. Name and description of work: Bibula-ara amuna, West Giruwa pattu, Hambantota District.

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

Private lands under cultivation	..	150 acres approxi-
		mately
Private lands not under cultivation	..	25 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, anicut, head sluice, and improvements to the existing channel up to the estimated cost of Rs. 3,500 is undertaken by the Government.

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

(3) 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.

REGULATIONS defining the constitution and powers of the Ceylon Technical College Council framed by the Executive Committee of Education and approved by His Excellency the Governor on November 9, 1938 (from which date the Advisory Committee of the Technical College shall be deemed to have been dissolved).

C. W. W. KANNANGARA,
Minister for Education.The Ministry of Education,
Colombo, November 14, 1938.

1. The Ceylon Technical College (hereafter referred to as the College) and its affairs shall be managed by a College Council.

2. The College Council (hereafter referred to as the Council) shall consist of—

- (a) The Director of Education (Chairman).
- (b) The Deputy Director of Education.
- (c) The Director of Commerce and Industries.
- (d) The Director of Public Works.
- (e) The Chief Engineer and Manager, Electrical Undertakings.
- (f) The Engineer, Way and Works, C. G. R.
- (g) The Mechanical Engineer, C. G. R.
- (h) The Chief Telecommunication Engineer.
- (i) The Surveyor-General.
- (j) The Director of Irrigation.
- (k) The Harbour Engineer, Colombo Port Commission.
- (l) The Principal of the College.

and six competent persons not connected with any department of Government nominated by the Governor.

3. A member so nominated shall hold office for a period of three years unless the Governor otherwise determines. Such a member shall be eligible for renomination.

4. The Governor may appoint a fit and proper person to be Secretary to the Council.

Procedure for meeting of the Council.

5. The Director of Education shall be the Chairman of the Council, and in his absence at a meeting, any member elected for the purpose shall officiate as Chairman of that meeting.

6. Every question that comes before the Council shall be decided by a majority of votes of the members present and voting.

7. No meeting of the Council shall be held and no question shall be decided unless at least eight members, besides the Chairman, are present.

8. Every member of the Council shall have one vote and in the event of an equality of votes the Chairman or other presiding member shall have in addition a casting vote.

Powers of the Council.

9. The Council shall have the following powers subject to the direction and control of the Executive Committee of Education:—

- (a) to institute and organize courses and schedules of studies;
- (b) to frame the schemes of studies and examinations and syllabuses;
- (c) to fix in consultation and concurrence with the Treasury the scale of fees to be charged for the various courses;
- (d) to confer on persons who have passed the prescribed examinations and fulfilled the prescribed conditions—
 - (i.) Certificates of efficiency in Commerce,
 - (ii.) Certificates of efficiency in Industries,
 - (iii.) Certificates of efficiency in Engineering, and such other certificates or diplomas as may be prescribed by rules;
- (e) to make rules in regard to all matters concerning the welfare of the College and in particular in regard to (i.) procedure at meetings of the Council, (ii.) admission and discipline of students, (iii.) grant of certificates of efficiency and merit, (iv.) the conditions subject to which students of the College may be permitted to enter for the external examinations of recognized institutions.

L. D.—B 167/32/I 670

THE SMALL TOWNS SANITARY ORDINANCE, 1892.

IT is hereby notified that by virtue of the powers vested in the Governor by section 9B (3) of the Small Towns Sanitary Ordinance, 1892, and by Article 93 of the Ceylon (State Council) Order in Council, 1931, and duly delegated by him to the Executive Committee of Local Administration, the Executive Committee has, with effect from the date hereof, wholly exempted the premises enumerated in the schedule hereto and situated within the Sanitary Board town of Talawakele in the Nuwara Eliya District, from the payment of the water rate fixed for that town.

S. W. R. D. BANDARANAIKE,

Minister for Local Administration.

Colombo, November 9, 1938.

SCHEDULE.

Premises bearing assessment Nos. 52 and 52A to 52M inclusive.

M. L. A.—D 676/L.D.—B 155/38

THE HOUSING AND TOWN IMPROVEMENT ORDINANCE,
No. 19 of 1915.

IT is hereby notified in accordance with the requirements of section 55 (1) of the Housing and Town Improvement Ordinance, No. 19 of 1915, that the Governor has, by virtue of the powers vested in him by section 54 (1) of the said Ordinance and by Article 93 of the Ceylon (State Council) Order in Council, 1931, sanctioned the improvement scheme of the type known as a back-lane scheme submitted for sanction by the Anuradhapura Urban District Council, for the purpose of providing the back-lane described in the schedule hereto.

S. W. R. D. BANDARANAIKE,

Minister for Local Administration.

Ministry of Local Administration,
Colombo, November 10, 1938.

SCHEDULE.

A back-lane ten feet in width commencing in Sittampalam road and passing through premises Nos. 230, 231, and 231A to 231F on Sittampalam road and taking a northerly course as far as premises No. 48A on Puttalam road; thence taking an easterly course from the back of

premises No. 49 through premises Nos. 49, 50, 51, 52, 53, 54, 55, 56, and 57 on Puttalam road; branching at premises No. 57 into two sections, one taking a southerly course between premises Nos. 227B and 227A on Sittampalam road, and meeting Sittampalam road, the other taking an easterly course through premises Nos. 58, 59, 60, 61, 62, 63, 64, and 65 on Puttalam road and 227A, 227, 226A, 226, 225B, 225A, and 224 on Sittampalam road and ending at premises No. 223B on Sittampalam road.

M. L. A.—B 915/L. D.—B 160/37

THE LOCAL GOVERNMENT ORDINANCE,
No. 11 OF 1920.

BY-LAWS made by the Anuradhapura Urban District Council under sections 164 and 168 (2) (a) of the Local Government Ordinance, No. 11 of 1920, and approved by the Local Government Board and confirmed by the Governor by virtue of the powers vested in him by the said section 164 and by Article 93 of the Ceylon (State Council) Order in Council, 1931.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.

Colombo, November 9, 1938.

BY-LAWS.

1. No pension, gratuity, or long service allowance shall be granted to any officer of the Council without the authority of the Governor, in order to obtain which a certificate of good conduct from the Chairman setting out the length of service, age, and ground of retirement must be forwarded, together with the application for pension, gratuity, or retiring allowance, and the computation thereof, through the Commissioner of Local Government to the Controller of Establishments.

2. Subject to the provisions of by-law 1 and the following by-laws, every officer of the Council on the fixed establishment drawing a salary of Rs. 360 per annum and upwards who shall have had service of ten years or more including any service which may be reckoned under the proviso to by-law 7 may be awarded a pension as follows:—

For the first one hundred and twenty months of such service a pension equal to 180/720ths of his annual salary and for each additional completed month of service an additional 1/720th of such salary, but no officer shall be entitled to draw more than 480/720ths of his final salary as pension.

Provided that in the case of any such officer whose service commenced after the date of the commencement of these by-laws, the pension for the first one hundred and twenty months of such service shall be equal to 120/720ths of his annual salary.

3. The above-mentioned rates shall only be granted in cases of faithful and meritorious service, but when the testimony as to fidelity, diligence, and merit is in any respect defective, a deduction from such rates may be made. Where there has been obvious negligence, irregularity, or misconduct, the grant of a pension may be altogether withheld.

The maximum pension or retiring allowance grantable to an officer under these by-laws, or to an officer entitled to pension also in respect of service not under the Council from all services combined, shall not exceed two-thirds of the highest salary drawn by such officer at any time in the course of his service.

4. In the case of officers on the fixed establishment of the Council drawing a salary of Rs. 360 per annum and upwards retiring on account of illness or age before completing one hundred and twenty months' gross service a gratuity may be granted calculated at the rate of one-twelfth of a month's pay of the permanent office or offices held at the time of retirement, for each completed month of service.

5. Officers of the Council shall have no absolute right to any pension, gratuity, or long service allowance under these by-laws, and the Council retains power and authority to dismiss any such officer without any compensation.

6. No pension, gratuity, or long service allowance shall be granted to any officer of the Council who shall be under fifty-five years of age except upon a certificate from the Chairman and two medical practitioners that he is incapable from infirmity of mind or body of discharging the duties of his office, nor unless he shall have discharged such duties theretofore with diligence and fidelity to the satisfaction of the Council.

7. The claim of an officer of the Council to pension, gratuity, or long service allowance shall be considered to have commenced from the date of his first permanent appointment to the fixed establishment of the Council after January 1, 1933, or its predecessor the Anuradhapura Local Board.

Provided that an officer transferred from the provisional and temporary establishment to the fixed establishment may be allowed to count his provisional and temporary service when it has been continuous with his subsequent permanent service.

Service under sixteen years of age however will not count for pension.

8. The service in respect of which pensions, gratuities, or long service allowances are granted under these by-laws must in all cases be continuous, unless interrupted by abolition of office or other temporary suspension of employment not arising from misconduct or voluntary resignation of the officer.

9. The pension or gratuity shall be computed upon the salary of the permanent office held by the officer of the Council at the time of his retirement provided he shall have held such appointment for at least three years; otherwise the pension shall be calculated upon the average of salaries attached to the permanent office held by such person during the three years next preceding the commencement of such pension.

10. In case of abolition of office, if the officer has completed 120 months' gross service, he may be granted a pension of 1/720th of his salary for each month of his service counting for pension with an addition to such service of one month for each completed period of two months' service, the addition in no case exceeding 60 months in the case of an officer whose service commenced after the date of the commencement of these by-laws or 120 months in the case of any other officer.

If the officer has not completed 120 months' gross service he may be granted a gratuity of 1/12th of a month's salary for each month of service counting for pension, plus an addition of 50 per cent. thereon. In no case shall the number of months to be added to the actual service exceed that which, if added to the age of the retiring officer, would make that age up to sixty.

11. If any person being in receipt of any pension or long service allowance from the Council shall be convicted of any offence in any Court of Justice in the Island for which he shall be sentenced to death or to any terms of imprisonment with hard labour exceeding six months such pension or long service allowance shall forthwith determine and cease to be payable, unless such person shall, within three months after his conviction, receive free pardon or unless the Council shall otherwise order.

12. Officers on the fixed establishment of the Council may be required to retire on or after attaining the age of fifty-five, upon the receipt of twelve months' notice to that effect, but they may continue in office till sixty years of age with the consent of the Council.

13. (1) Every officer who is transferred to or from the service of the Council from or to any other public service and whose aggregate service would have entitled him, had it been wholly under the Council, to a pension under these rules, shall on his ultimate retirement from service, if he has served for a period of at least 12 months under the Council, be entitled to a pension which shall bear the same proportion to that to which he would have been entitled had the whole of his service been under the Council as the *aggregate amount of the salary which he has drawn from the Council bears to the total sum made up of such aggregate amount and the aggregate of the amounts received by him in the course of his public service elsewhere than under the Council.

Provided, however, that in the case of an officer who is transferred to the service of the Council after other public service in which the rules regulating pensions do not offer the same privileges to an officer transferred from the Council to such public service as are accorded under these rules to an officer transferred from such public service to the Council and whose aggregate public service under the Council and elsewhere would have entitled him, had it been wholly under the Council, to a pension under these rules, such officer may with the sanction of the Council on his ultimate retirement from public service (provided such retirement takes place from the Council and that he has served for a period of at least five years under the Council) be entitled to receive from the Council, in lieu of a pension calculated in the manner prescribed in the preceding paragraph, a pension representing the difference between the pension or

* The term "aggregate" salary is to be interpreted as the amount of the aggregate salary of the substantive post held by an officer in the course of his career, disregarding extra emoluments such as duty allowances, and regarding leave on half pay or without pay as leave on full salary.

pensions earned by such officer in respect of his public service elsewhere and a pension calculated as if his public service had been wholly under the Council.

(2) For the purposes of this section, the expression "public service" includes employment under the Crown or any Local Government public body or bodies.

14. Should an officer who retires on pension find after such retirement an employment under the Council or under the Government or under another semi-official body on a salary equal to or higher than that which he drew from the Council at the time of his retirement, his pension shall be suspended so long as such employment continues. If he draws a less salary he shall be entitled to only so much of his pension as when added to the salary of the new appointment will make his total emoluments equal to the salary last drawn by him previous to his retirement.

15. Employees on the fixed establishment of the Council drawing salaries of less than Rs. 360 per annum and retiring on account of age or infirmity after serving continuously for a period of fifteen years and upwards may, if the Council be satisfied that they are unfit, owing to age or infirmity of body or mind, further to discharge efficiently the duties of their offices, be granted such long service allowances not exceeding Rs. 7.50 per mensem in each case as the Council may award. Persons in receipt of daily pay, who have completed a period of fifteen years of continuous service, retiring under similar circumstances may be awarded gratuities calculated at the rate of one-eighteenth of a month's pay drawn at the time of retirement for each completed month's service.

16. If any case not covered by these by-laws shall arise which in the opinion of the Council merits the award of a pension, retiring allowance or gratuity, the circumstances of such case should be reported together with the recommendation of the Council to the Commissioner of Local Government for transmission to the General Treasury (Establishments Division) for submission to the Governor, who will decide whether any and, if so, what award shall be granted.

17. The rules relating to the grant of retiring pensions and gratuities to officers of the Local Board, Anuradhapura, published by Notification dated December 9, 1919, in *Gazette* No. 7,070 of December 12, 1919, are hereby revoked.

18. In these by-laws—

"Council" means the Anuradhapura Urban District Council;

"Chairman" means the Chairman of the Council.

M. L. A.—B 1423/L. D.—B 148/36

THE MOTOR CAR ORDINANCE, 1927.

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

J. L. KOTELAWALA,

Minister for Communications and Works.

Colombo, November 9, 1938.

REGULATION.

The regulations published in *Gazette* No. 8,373 of June 10, 1938, are hereby amended in regulation 1 thereof as follows:—

(1) in paragraph (1)—

(a) by the substitution, for the words "furniture or household goods", of the word "goods"; and

(b) by the substitution, for the expression "2 tons", of the words "five tons"; and

(2) in paragraph (2) by the substitution, for the words "one ton", of the words "two tons".

L. D.—B 160/38

THE CEYLON TELEGRAPH ORDINANCE, 1908.

RULES made by the Governor by virtue of the powers vested in him by section 7 of the Ceylon Telegraph Ordinance, 1908, and by Article 93 of the Ceylon (State Council) Order in Council, 1931.

J. L. KOTELAWALA,

Minister for Communications and Works.

Ministry of Communications and Works,
Colombo, November 15, 1938.

RULES.

1. These rules may be cited as the Inland (Colombo) Telephone Rules, 1938, and shall be applicable to telephone connections in the area within the administrative limits of the Colombo Municipal Council.

Applications for Telephone Service.

2. (1) Every application for a telephone connection from any exchange within the Colombo Exchange area and every application for a supplemental service shall be forwarded to the Postmaster-General.

(2) The Postmaster-General may in his discretion refuse any application referred to in paragraph (1) without assigning any reason for such refusal.

(3) The Postmaster-General shall decide before accepting any application whether the subscription payable for the proposed connection shall be at business or professional rates or at non-business or non-professional rates, and whether such subscription shall be payable by the applicant annually or monthly, and such decision shall be final.

(4) No connection from any exchange shall be given until an agreement is entered into by the applicant with the Postmaster-General substantially in such one of the forms set out in Schedule A or Schedule B hereto, as is appropriate to the case of the applicant.

3. Where a telephone connection is required for a period of less than one year, the Postmaster-General may insert in the agreement referred to in paragraph (4) of rule 2 such other terms and conditions as he may in his discretion determine in the circumstances of each case.

Installation Charges and Deposits.

4. Every applicant for an exchange line, or a private wire circuit not connected with the exchange, shall pay before such exchange line or private wire is provided, a non-refundable connection charge of Rs. 20 in respect of each exchange line or private wire circuit. No connection charge shall be charged on internal or external extensions connected with an exchange line or lines: Provided, however, that where an applicant takes over an existing telephone installation or private wire circuit without any alteration thereto, the applicant shall pay in advance, in lieu of the connection charge, a transfer fee of Rs. 5 in respect of each exchange line of the telephone installation or in respect of the private wire circuit so taken over: Provided further that where any alteration is effected to such telephone installation or private wire circuit before it is taken over, the applicant shall pay, in addition to the transfer fee, either the appropriate removal charge for, or the certified cost of, such alteration, as the Postmaster-General may in his discretion determine.

5. In addition to the connection charge, or the transfer fee and the removal charge or the certified cost, referred to in rule 4, every applicant shall pay in advance a year's or a month's subscription, as provided for in the agreement entered into by him with the Postmaster-General in respect of the telephone installation: Notwithstanding any agreement whereby the subscription is payable in monthly instalments the Postmaster-General may, in his discretion, demand a year's subscription in advance in respect of any internal or external extension or any other additional apparatus of the telephone installation.

Tariff Charges.

6. (1) The annual or monthly subscriptions for telephone connections and the other charges for telephone apparatus shall be at the rates set out in Schedule C hereto.

(2) The annual subscription shall be payable in advance on the anniversary of the certified date of provision of the initial exchange line or lines, and the monthly subscription shall be payable in advance on the first day of each calendar month: Provided, however, that notwithstanding any agreement providing for the payment of the subscription monthly, the Postmaster-General may, in his discretion, require the payment of the subscription for any additional apparatus or other service to be made annually on the first day of a calendar month together with the monthly subscription due on the telephone installation.

Removal Charges.

7. (1) The charges for the removal of telephones shall be at the rates set out in item 20 in Schedule C hereto.

(2) Where an exchange line telephone is removed from one address to another, the subscriber shall pay a fresh connection charge of Rs. 20 for the installation of the telephone at the new address: Provided, however, that where there is a telephone at the new address and the subscriber takes such telephone over, he shall pay, in lieu of the connection charge, the transfer fee and other charges (if any) specified in rule 4.

(3) Where an exchange line telephone together with an internal extension is removed from one address to another, the subscriber shall pay, in addition to a fresh connection charge in respect of the exchange line, a removal charge of Rs. 5 in respect of the internal extension: Provided, however, that where the subscriber takes over an existing exchange line telephone at the new address together with an internal extension, he shall pay, in lieu of a fresh connection charge and the removal charge of Rs. 5 in respect of the internal extension, the transfer fee of Rs. 5 in respect of the exchange line and the other charges (if any) specified in rule 4.

(4) Where an external extension telephone or a telephone connected with a private wire circuit is removed from one address to another, the charge in respect of such removal shall be Rs. 20.

(5) Where a private branch exchange with its extensions and additional apparatus (if any) is removed from one address to another, the charge payable shall be the appropriate connection charge in respect of each exchange line of the private branch exchange or the certified cost of such removal, whichever is greater: Provided, however, that where the subscriber takes over an existing private branch exchange at the new address, he shall pay the transfer fee in respect of each exchange line and the certified cost of any alterations to the installation.

(6) Where the foregoing charges do not apply to any removal of or alteration to a telephone installation, the subscriber shall pay the certified cost of such removal or alteration.

(7) A subscriber desiring the removal of his telephone or telephones shall give 14 days' notice of such removal to the Postmaster-General: Provided, that where heavy constructional work is involved in such removal, the subscriber shall give not less than 21 days' notice of such removal.

(8) Where the service of a telephone installation is interrupted wholly or in part for any period the subscriber shall not be entitled to a waiver of the subscription due for such period: Provided that if the period of interruption of the service is over one month, the Postmaster-General may, in his discretion, agree to a waiver of the subscription due for such period.

Message Fees.

8. (1) A message fee of 5 cents shall be charged and paid for each local call originated over one exchange line to another exchange line within the Colombo Exchange area: Provided that the Postmaster-General may, in his discretion, waive such message fee on calls made to the exchange for the purpose of booking a trunk call, dictating a phonogram, or of reporting a fault of a telephone installation, and on calls made to the Supervisor of the Telephone Exchange for the purpose of making a complaint or an inquiry regarding the telephone service.

(2) A call office fee of 10 cents shall be charged and paid for each local call not exceeding 6 minutes' duration from a telephone call office: Provided that the Postmaster-General may, in his discretion, waive such fee on calls made to the Exchange for the purpose of booking a trunk call, or of reporting a fault of a telephone installation, and on calls made to the Supervisor of the Telephone Exchange for the purpose of making a complaint or an inquiry regarding the telephone service.

(3) In the general interest of the telephone service a Telecommunication Officer acting on behalf of the Postmaster-General may terminate a local call, originated over an exchange line, after six minutes from the commencement of such call and the subscriber shall not be entitled to a reconnection of such call free of a fresh message fee.

(4) A Telecommunication Officer may interrupt a local call originated over an exchange line or at a call office for the purpose of offering a maturing trunk call, whether incoming to or outgoing from a subscriber, and where such trunk call is accepted—(a) the subscriber shall not be entitled to a reconnection of the local call free of a fresh message fee, and (b) the person who originated the call at the call office shall be entitled to a reconnection of the local call, free of a fresh call office fee.

(5) A bill for message fees shall be rendered monthly to each subscriber and such subscriber shall pay the amount of such bill in full within the period specified therein.

Entries in the Telephone Directory.

9. (1) A subscriber's name will be inserted in the first Telephone Directory published after the date of connection with the exchange and in subsequent issues until the cessation of the connection. One entry not exceeding one line shall be inserted free of charge in respect of the exchange line or group of exchange lines rented by a subscriber at the same address, and such entry shall comprise the name of the subscriber, the address, and the telephone number or numbers.

(2) The Postmaster-General may alter the telephone number or numbers of any subscriber when such change is rendered necessary by the exigencies of the service and the subscriber shall not be entitled to claim damages for any loss or inconvenience arising out of such alteration.

(3) The Postmaster-General may curtail any entry in the Telephone Directory and a subscriber shall have no claim against the Postmaster-General or any other officer of the Post and Telegraph Department in respect of any omission of or error in any entry published in the Telephone Directory.

(4) The Postmaster-General may decline without giving any reason therefor, to insert any additional names or to print any entry in heavy type in the Telephone Directory.

Miscellaneous.

10. Every subscriber shall be liable to pay the message fees due on all local calls originated over his exchange line or lines.

11. Where the subscription, the message fees, or any other charges become due and remain unpaid, the Postmaster-General or any Telecommunication Officer acting on his behalf, may withdraw the inward or the outward service or both the inward and the outward services of the exchange line or lines until such subscription, message fees or other charges, as the case may be, are paid, and the subscriber shall not be entitled to a restoration of the service withdrawn until he pays, in addition to the subscription, message fees or other charges due, the restoration charge specified in item 21 in Schedule C hereto.

12. In any proceedings by or against the Postmaster-General in relation to any sum payable under these rules or under the telephone agreement referred to in rule 2 (4), the production of an account of such sum certified by an officer authorized in that behalf by the Postmaster-General shall be sufficient proof that the sum specified therein has been incurred.

13. The Postmaster-General shall not be liable for any loss or damage which may be incurred or sustained by reason of any failure in communication over the telephone installation, whether or not such loss or damage arises through the act or default of any officer of the Post and Telegraph Department.

14. No telephone shall be used—

(a) for the transmission of any message or communication which is grossly offensive or of an indecent, obscene or menacing character, whether addressed to any officer of the Post and Telegraph Department or any other person, or

(b) for the persistent making of telephone calls without reasonable cause and for the purpose of causing annoyance, inconvenience or needless anxiety to any other person.

The Postmaster-General or any Telecommunication Officer acting on his behalf may interrupt any conversation and refuse to give the means of telephone conversation to any person offending against this rule, and shall not in any such event be bound to return any sums paid for the message or communication, and may further suspend without notice the telephone service of any subscriber whose telephone is so used unless and until such assurance is received from the subscriber as the Postmaster-General or the Telecommunication Officer acting on his behalf may deem sufficient, that the offence will not be repeated: Provided that no action taken under this rule shall prejudice any other right of the Postmaster-General.

Interpretation.

15. In these rules unless the context otherwise requires—

“telephone” includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications by means of electricity.

“exchange” means any building or apparatus telegraphically connected or intended to be so connected with two or more subscribers' premises by telegraphic lines and used or intended to be used for the purpose of enabling telephone messages to be transmitted direct between the said premises by means of or with the aid of the said lines and by appliances placed in or forming part of the exchange.

“exchange line” means a telegraphic line and apparatus connecting an exchange with any subscriber's premises.

“subscriber” means any person who has entered into an agreement with the Postmaster-General for the purpose of enabling such person to communicate with other persons by means of telegraphic lines.

- “agreement” means the agreement entered into by a subscriber with the Postmaster-General.
- “subscriber’s premises” means any building or part of a building and the curtilage which are in the occupation of a subscriber and in which the subscriber’s line or any part thereof is installed.
- “internal extension” means an extension from an exchange line instrument or private branch exchange in any building connecting another point in the same building or in any other building within the same curtilage, the building in which such exchange line instrument or branch exchange is situated and the building in which the other point to be connected is situated being in the occupation of the same subscriber, and the distance between the exchange line instrument or the private branch exchange, as the case may be, and the other point to be connected not exceeding 440 yards measured in a straight line.
- “external extension” means an extension from an exchange line instrument or private branch exchange in any building connecting another point in the same building or in any other building within the same curtilage, the building in which such exchange line instrument or branch exchange is situated and the building in which the other point to be connected is situated being in the occupation of the same subscriber, and the distance between the exchange line instrument or the private branch exchange, as the case may be, and the other point to be connected, exceeding 440 yards measured in a straight line.
- “private branch exchange” means a telephone switchboard, with two or more internal or external or both internal and external extensions, which is installed and maintained by the Postmaster-General for the exclusive use of a subscriber in rent-free premises provided by that subscriber and is connected by exchange line or lines to the Government exchange in the area.
- “subscription” means the subscription or rental agreed to be paid by a subscriber.
- “call office” means an office open to the public for the purpose of transmission and receipt of telephonic messages.
- “certified” means certified by the Postmaster-General or by the Superintendent or Assistant Superintendent of Telecommunication Traffic.
- “Colombo exchange area” means the area within the administrative limits of the Colombo Municipal Council.

Transitory provision.

16. All telephone agreements which have been entered into between the Postmaster-General on the one part and subscribers to telephone connections from the exchanges in Colombo on the other part, on or before the date on which these rules come into operation, under the rules hereby repealed shall continue to be in force and be deemed to be valid until such agreements are determined by the Postmaster-General by giving adequate previous notice in writing. The Postmaster-General shall also be entitled, notwithstanding the determination of such agreements to recover any arrears of subscription or charges for calls or other services rendered, due under the terms of any such agreement.

Repeal.

17. The following rules are hereby rescinded:—

- (1) Rules made under section 6 of the Telephone Ordinance, 1882, and published in *Gazette* No. 6,077 of September 29, 1905, as last amended by rule made under the Ceylon Telegraph Ordinance, 1908, and published in *Gazette* No. 8,098 of January 4, 1935.
- (2) Rule made under the Ceylon Telegraph Ordinance, 1908, and published in *Gazette* No. 7,233 of December 16, 1921.
- (3) Rule made under the Ceylon Telegraph Ordinance, 1908, and published in *Gazette* No. 7,490 of October 9, 1925.

Schedule A.

Agreement.

CEYLON POST OFFICE TELEPHONE SERVICE.

Colombo Exchanges.

The undersigned _____ (hereinafter called the subscriber) agrees to hire from _____, Postmaster-General of Ceylon (hereinafter called the Postmaster-General) acting herein for and on behalf of the Government of Ceylon the under-mentioned telephone installation upon and subject to (a) the provisions and conditions

herein and in the schedule hereto contained and (b) the Rules relating to telephones made from time to time under the Ceylon Telegraph Ordinance, 1908 (hereinafter referred to as the said Telephone Rules). The subscriber undertakes to pay to the Postmaster-General in advance the appropriate connection or transfer charge, as provided for in the said Telephone Rules, a deposit of not less than Rs. 20 for message-rate fees, trunk calls and phonograms, the annual/monthly subscription or subscriptions, specified below, and on demand all message-rate fees and all charges incurred on account of calls on trunk lines, Phonograms and after-hour calls and all charges for any other additional facilities and services rendered which shall be levied by the Postmaster-General.

This Agreement shall be for a term of _____ year (referred to in clause 6 of the Schedule as the “initial term of years”) from the date of completion of the installation and shall continue thereafter unless and until determined at the end of the said term or at any time thereafter, by either party giving to the other one calendar month’s previous notice in writing or by payment by the subscriber to the Postmaster-General of one month’s subscription (calculated at the annual rate if rental is paid annually) in lieu of notice: Provided that if the subscriber removes to separate premises at another address before the termination of the Agreement in the manner aforesaid and desires to be provided with or to take over a telephone installation at such new address on payment of the appropriate connection or transfer charge or certified cost as provided for in the said Telephone Rules, this Agreement shall continue to be in force and shall apply to the new telephone installation provided or taken over: Provided further that it shall be open to the Postmaster-General to terminate this Agreement without notice and call upon the subscribers to enter into a new Agreement for a fresh term in respect of the telephone installation at the new address, from the date of completion or the taking over of such telephone installation.

“The Postmaster-General” includes the officer holding the office of Postmaster-General of Ceylon for the time being.

“Subscriber” includes his heirs, the executors of his last will or the administrator of his estate.

Description of Telephone Installation above referred to.

Particulars.	Annual/ Monthly subscription.	
	Rs.	c.
Exchange lines from _____		
Exchange to _____ required for business or professional*/non-business or non-professional purposes* ..		
Switchboard and*/_____ Internal Extensions ..		
One External Extension to _____ ..		
“ “ “ “ ..		
Other Charges (_____) ..		
Total ..		

* Delete words unnecessary.

Subscriber’s Signature : _____
 Address : _____
 Business or Occupation : _____
 Age : _____
 This _____ day of _____, 19____.

Accepted on behalf of the Postmaster-General.
 This _____ day of _____, 19____.

Assistant Superintendent of Telecommunication Traffic.

SCHEDULE.

1. The Postmaster-General shall erect the Telephone Installation and (subject to the provisions of this Agreement) maintain the same in good working order but the Postmaster-General or the Government of Ceylon shall not be liable for any loss or damage caused by the total or partial interruption of telephonic communication by means of the said Installation or otherwise, nor shall the subscriber be entitled to a return of subscription in respect of any such interruption.

2. The subscriber shall pay on demand to the Postmaster-General the certified cost of repairing, renewing, or replacing in stock any part of the Telephone Installation on the subscriber's premises which may be stolen or lost or which may be destroyed or damaged by fire or other cause.

3. (1) The Postmaster-General may at any time disconnect the Telephone Installation from the exchange with which it is connected and reconnect it with any other exchange in the area, and may at any time alter the telephone number allotted to the subscriber, or the name of the exchange with which he is connected.

3. (2) The Postmaster-General may, if he shall think fit, at the request and expense of the subscriber, make any alteration in the Telephone Installation, its fixtures and accessories, including the line of wires so far as they are within the boundaries of the premises in which the Telephone Installation is fitted, or remove the Telephone Installation to another position within the same curtilage, and the *standard* charge applicable to such alteration or removal, or if no *standard* charge is applicable the certified cost of such alteration or removal shall be paid by the subscriber on demand to the Postmaster-General.

The Postmaster-General may also at any time, without request by and free of expense to the subscriber, make any alteration in the Telephone Installation, if the Postmaster-General considers such alteration desirable in the interest of the Public Service. The provisions of this Agreement shall apply to the Telephone Installation thus altered or removed, and such provisions shall not be prejudiced by any total or partial interruption of communication caused by such alteration or removal.

3. (3) *The subscriber shall not be entitled to any rebate of subscription in consequence of the partial or total interruption of communication by reason of any such disconnection or alteration as is provided for in clauses 3 (1) and 3 (2) above.*

3. (4) If the subscriber shall die or vacate the premises in which the Telephone Installation is fitted the Postmaster-General shall be at liberty to remove the Telephone Installation and hold the same for safe custody without in any way affecting the subscriber's liability under this Agreement.

4. (1) The subscriber shall be responsible for the safety of the Telephone Installation, fixtures and accessories, on the subscriber's premises, and shall not damage, alter, or remove the same, or without the consent in writing of the Postmaster-General, make any attachment to the same, or place any other telegraphic or telephone line or apparatus in electrical connection therewith, or obliterate any marks words, or numbers thereon, or permit any such damage, alteration, removal, attachment, connection or obliteration. The subscriber shall (without prejudice to the other provisions of this Agreement) make good on demand to the Postmaster-General the certified cost and damage to which the Postmaster-General may be put by reason of any breach of this condition.

4. (2) The Telephone Installation connected with the exchange is to be used on the business of the subscriber or that of his employees family or guests only.

4. (3) The subscriber shall make no claim against the Postmaster-General or the Government of Ceylon on account of any damage or injury caused by any high potential current (not emanating from premises of the Postmaster-General) which may be conveyed to the subscriber's premises by the Telephone Installation and undertakes to indemnify the Postmaster-General against any such claim by any other person. The Postmaster-General shall, however, take all reasonable precautions to prevent damage or injury from this cause.

5. (1) The Postmaster-General may terminate any conversation over the telephone line(s) after the expiration of six minutes from the time of its commencement.

5. (2) *The subscriber shall not allow the Telephone Installation in his custody or control to be put to any illegal, immoral or improper use. If the subscriber allows the Telephone Installation to be put to such use, the Postmaster-General may, in his discretion either with or without previous notice, disconnect the subscriber and may remove, or cause to be removed, the Installation allotted to the use of the subscriber.*

5. (3) If it is proved to the satisfaction of the Postmaster-General that the telephone Installation hired for non-business or non-professional purposes is used for business or professional purposes, the Postmaster-General may demand payment of the difference between the non-business and business rate for such telephone Installation, and may disconnect the subscriber on failure to pay the amount to the Postmaster-General within ten days after such demand and may remove or cause to be removed the Telephone Installation allotted to the use of the subscriber. The Postmaster-General's decision as to what constitutes use for business or professional purposes within the meaning of this rule shall be final.

5. (4) *The subscriber shall have no claim for damages or any other claim whatsoever in consequence of the removal of any Telephone instruments or of the disconnection of the subscriber as aforesaid.*

6. If the annual or *monthly* subscription or any of the additional fees, charges, expenses, or damages payable by the subscriber to the Postmaster-General under this Agreement shall be in arrear for one month after the same ought to have been paid, or if the subscriber shall be adjudicated an insolvent or make any composition or arrangement with or assignment for the benefit of his creditors, or if distress or execution be levied on the subscriber's premises, or, in the case of a company, if it shall be wound up, or shall have a receiver of assets appointed, or if the subscriber shall fail to observe and perform any of the clauses or conditions of this agreement, the Postmaster-General may (without any prejudice to any other right or remedy of the Postmaster-General under this Agreement and notwithstanding the waiver of any previous breach), determine this Agreement at any time thereafter by notice in writing to that effect. Any such determination shall cancel this Agreement, save for the purpose of carrying this condition and condition No. 11 into effect, and such determination shall not prejudice the right of the Postmaster-General to recover the said arrears (if any). The Postmaster-General shall also be entitled to recover from the subscriber forthwith, as liquidated damages and not as penalty (in addition to any arrears of subscription or other sums due to the Postmaster-General), a sum equal to *one month's* subscription (calculated at the annual rate if paid *annually*) or the balance of the subscriptions to the end of the initial term of years, whichever may be the greater. *In the event of the death of the subscriber the Postmaster-General shall be entitled to serve the aforesaid notice on the executor of the last will of the subscriber or on the administrator of the estate of the subscriber or on the occupier of the premises in which the telephone is installed.*

7. The Postmaster-General may cause the subscriber to be disconnected without notice and without prejudice to the other clauses and conditions of this Agreement, if the subscription, or any of the additional fees and charges payable by the subscriber under this Agreement shall be due and not paid. Restoration of service after suspension or disconnection under the terms of this condition shall be on payment to the Postmaster-General of a special fee of Rs. 5 in addition to the subscription or the additional fees or charges due. If the subscriber be disconnected as aforesaid the Postmaster-General may also decline to allow the subscriber to originate any telephonic communication with another person on the same or another exchange or to undertake any work on behalf of the subscriber involving an additional charge unless and until the same is prepaid or a deposit covering such charge is placed with the Postmaster-General.

8. The subscriber shall answer questions addressed to him by the Postmaster-General with regard to the use of the Telephone Installation supplied to him. In the case of refusal the Postmaster-General may terminate the Agreement, and shall not be liable to refund any part of the subscription paid.

9. If the Postmaster-General is unable or unwilling at any time to obtain or maintain any licence, wayleave, permission or easement necessary to the construction or maintenance of the Telephone Installation, or if the subscriber should fail to give forthwith any undertaking required by the Postmaster-General to pay the certified cost of alterations to the Telephone Installation deemed necessary by the Postmaster-General, to prevent injurious affection by electric lighting or power plant erected by or on behalf of the subscriber, or through other causes, the Postmaster-General may by notice in writing to that effect determine this Agreement as from the date of such notice, and the subscriber shall be entitled to no payment or compensation except a return of so much of the current year's or *month's* subscription (calculated at the annual rate if paid *annually*) as shall have been paid for in advance of the date of determination, and the balance of any deposit standing in the Postmaster-General's books to the credit of the subscriber less the value of any fees, charges or other sums due to the Postmaster-General under this Agreement.

10. The subscriber shall grant to the Postmaster-General free of charge every facility in his power for the erection of poles and wires and the examination and maintenance of the Telephone Installation, and shall permit the Postmaster-General and his servants at all reasonable times to have free access to the particular premises in this Agreement referred to, and to all other premises under the subscriber's control for all or any of the purposes aforesaid. If the Postmaster-General, after written application under his hand or the hand of the Superintendent or Assistant Superintendent of Telecommunication Traffic left at the subscriber's premises,

shall be unable to obtain any such facility as aforesaid, the Postmaster-General shall have the right, without further notice and without prejudice to the other clauses and conditions of this Agreement, in his option either to determine this Agreement or to disconnect the subscriber until such facility as aforesaid is afforded.

11. (1) This Agreement shall commence from the date it is accepted on behalf of the Postmaster-General by the Assistant Superintendent of Telecommunication Traffic, and the term and *subscription* shall begin to run from date of completion of the Telephone Installation and a certificate of the date of such completion under the hand of the Superintendent or Assistant Superintendent of Telecommunication Traffic shall be sufficient and conclusive proof of such date.

11. (2) *If the subscription for the telephone installation is to be paid annually, the first payment shall be made by the subscriber to the Postmaster-General in advance prior to the date of completion of the Telephone Installation for one year from the date of completion, and further payments shall thereafter be made annually to the Postmaster-General in advance on or prior to the anniversary of such date for a period of one year from the anniversary of such date. If the subscription for the Telephone Installation is to be paid monthly, the subscriber shall pay to the Postmaster-General one month's subscription in advance prior to the date of completion of the Telephone Installation and on the certified day of completion of the line proportionate subscription from that date to the last day of the month. Monthly subscriptions shall thereafter be due and payable to the Postmaster-General in advance on the first day of each calendar month: Provided, however, that if a subscriber paying annually desires to pay the subscription monthly, he shall pay the proportionate subscription from the anniversary of the date of completion of the Telephone Installation to the last day of the month together with a full month's subscription at the monthly rate and pay the subsequent subscriptions in advance at the monthly rate on the first day of each succeeding month.*

12. In the event of the subscriber desiring to terminate this Agreement by the payment of one month's subscription in lieu of notice as hereinbefore provided (if the one month's subscription is not paid separately) the Postmaster-General shall appropriate a like amount out of any sum that shall have been paid as subscription in advance, and in case the subscription is paid annually in advance he shall remit to the subscriber the balance if any which shall be due to the subscriber after deduction of the said one month's subscription, and any other fees or charges that may be due by the subscriber: Provided, however, that it shall not affect the right of the Postmaster-General to claim from the subscriber any sum, or any balance due when the amount in the hands of the Postmaster-General is not sufficient to meet such claim.

13. On the determination of this Agreement by any means the subscriber shall surrender to the Postmaster-General the Telephone Installation with all fixtures and accessories in as good condition as when received ordinary wear only excepted, and the Postmaster-General shall remove the Telephone Installation within three calendar months from the termination of this Agreement and for that purpose shall have access at all reasonable times by his officers and workmen to the premises of the subscriber and to all other places under the control of the subscriber, on, through or over which the telephone line is carried, and the subscriber shall (except as hereinbefore provided) be entitled to a return of the balance of any deposit paid, but shall have no claim for any compensation or damages.

14. If of the calls made to the Telephone Installation between 9 A.M. and 6 P.M. during three consecutive week days the number not completed on demand by reason of the Telephone Installation being engaged exceeds twenty per centum of the number so completed, the Postmaster-General may give to the subscriber notice in writing, accompanied by a certified record of the calls, requiring him to hire such number of additional lines to the exchange as in the opinion of the Postmaster-General are necessary to meet the requirements of the telephone traffic to and from the subscriber's Installation, and if the subscriber fails to comply with such notice within one month of its receipt the Postmaster-General may determine this Agreement at any time thereafter by notice in writing to that effect.

15. Subscription on additional apparatus or extension lines shall be due and be payable to the Postmaster-General in advance from the date of provision or connection of such apparatus or extension lines and the first payment on same shall be the proportionate amount due from the date of service up to the date on which the next payment shall become due under the principal Agreement signed by the subscriber for the main Telephone Installation.

16. The subscriber is liable to pay to the Postmaster-General on demand all message rates or other fees and charges which shall be levied by the Postmaster-General

in respect of calls originated from the Telephone Installation and in respect of facilities and services rendered at the request of persons using the Telephone Installation. All such fees and charges payable on demand to the Postmaster-General by the subscriber according to this Agreement shall be paid in full to the Postmaster-General within the period specified in the account rendered to the subscriber and the subscriber shall deposit and keep deposited with the Postmaster-General such sums of money not being at any time less than Rs. 20 for each exchange line as the Postmaster-General may from time to time require as security for such fees, and charges. If the subscriber shall fail to pay any account or to deposit any sum required by the Postmaster-General as security or to increase the amount deposited when called upon to do so within the period specified in the notice or certified account given or rendered to him the Postmaster-General may without prejudice to the conditions contained in clauses 6 and 7 decline to allow him to originate any telephonic communication with another person on the same or another exchange or to undertake any work on behalf of the subscriber involving an additional charge until the amount due as aforesaid by the subscriber is paid, nor shall the subscriber be entitled to claim that the amount due from him in respect of fees and charges shall be deducted from the sum held by the Postmaster-General as security deposit, but each and every such account shall be paid in full upon demand irrespective of the said deposit. Any account of the fees and charges, payable by the subscriber shall when certified be conclusive evidence of the amount thereof.

17. Any notice or certified account which may be given or rendered by the Postmaster-General or the Superintendent or Assistant Superintendent of Telecommunication Traffic under this Agreement shall be deemed duly given or rendered if left at the subscriber's premises, or if sent by registered post to his usual or last known place of address.

18. The subscriber shall not, except with the written consent of the Postmaster-General, assign, under-let, or otherwise dispose of this Agreement or of any benefit or advantage thereunder.

19. Nothing in this Agreement shall be regarded as entitling the subscriber to carry on the business of collecting, receiving, or delivering messages or other communications transmitted by the Telephone Installation or any business of a like kind.

20. Where a switchboard has been installed a subscriber shall provide at his own expense and to the reasonable satisfaction of the Postmaster-General sufficient competent operators for the proper working of the switchboard.

21. In this Agreement:—

The expression "Annual" or "Monthly" subscription includes any subscription or subscriptions for additional apparatus or extension lines.

The expression "certified" means certified under the hand of the Postmaster-General or of the Superintendent or Assistant Superintendent of Telecommunication Traffic, and any such certificate shall be sufficient proof of the matters certified therein.

The expression "Subscriber's premises" means any premises where the Telephone Installation or any part thereof is installed.

The expression "Telephone Installation" includes the lines, extension lines, switchboard and apparatus comprising the Telephone Installation.

The expression "Standard charge" means the charge payable under the said Telephone Rules in force for the time being.

22. The foregoing conditions are subject to variation at any time as the result of Legislative Enactments of general application to Telephone Systems or of Rules duly made under the provisions of the Ceylon Telegraph Ordinance, 1908, and its amending Ordinances.

Schedule B.

Supplemental Agreement.

CEYLON POST OFFICE TELEPHONE SERVICE.

Colombo Exchanges.

The undersigned ———— referred to as the subscriber in the Agreement (hereinafter referred to as the Principal Agreement) dated the ———— day of ————, 19—, and the ———— day of ————, 19—, between ———— of the one part and ———— the Postmaster-General, Ceylon, and his successors in office (hereinafter called "the Postmaster-General" of the other part agrees to hire the under-mentioned additional telephone line(s)/extension(s) and/or apparatus at the annual/monthly subscription or subscriptions, specified below, which subscription or subscriptions shall commence on the date of installation thereof.

The said _____ undertakes to pay in advance to the Postmaster-General the connection charge or charges (if any) and the said subscription or subscriptions on the days and in the manner in the said Principal Agreement provided for the payment of all subscriptions and charges in respect of the Telephone Installation.

The said _____ agrees that this Agreement shall form part of and be supplemental to the said Principal Agreement and that all the general conditions therein contained relating to the payment of subscription and liabilities on failure of payment thereof shall apply hereto, and further agrees that the Principal Agreement shall as from the date of installation of the additional telephone line(s)/extension(s) and/or apparatus be read as if particulars of the said additional line(s)/extension(s) and/or apparatus were included in the particulars in that Agreement and as if the subscriptions and charges payable thereunder were increased by the amount of the subscription or subscriptions specified below. If this Agreement is determined before the expiration of one year from the date of the installation of the additional line(s)/extension(s) and/or apparatus, the said _____ undertakes to pay on demand to the Postmaster-General in addition to any other sum due thereunder such sum as shall make the total payment of subscription in respect of the additional line(s)/extension(s) and/or apparatus equal to one year's subscription thereof.

Particulars of Additional Telephone Line(s)/
Extension(s), and/or Apparatus.

Description of Additional Lines or Extensions.	From	To	Particulars of Apparatus.	Annual Monthly.	
				Rs.	c.

Subscriber's signature : _____
Address : _____
Business or Occupation : _____
Age : _____
This _____ day of _____, 19____.

Accepted on behalf of the Postmaster-General.

Assistant Superintendent of Telecommunication Traffic.
This _____ day of _____, 19____.

Schedule C.

TARIFF.

Description of Service.	Subscription.	
	Annual. Rs. c.	Monthly. Rs. c.
<i>Exchange lines (Within City limits) :—</i>		
1. Exchange line for business or professional use ..	140 0	12 0
2. Exchange line for non-business or non-professional use ..	70 0	6 0
<i>Internal Extensions (Length of line to be measured in a straight line) :—</i>		
3. Internal extension not connected with a Private Branch Exchange and not exceeding 110 yards in length :—		
(i.) In business premises ..	27 0	2 25
(ii.) In residential premises ..	24 0	2 0
4. Internal extension connected with a Private Branch Manual Exchange and not exceeding 110 yards in length ..	30 0	2 50
5. Internal extension connected with a Private Branch Automatic Exchange (providing internal automatic intercommunication facilities) and not exceeding 110 yards in length ..	45 0	3 75
6. Internal extension connected with a Private Branch Automatic Exchange (providing both internal automatic inter-communication facilities and direct dialling facilities to the main exchange) not exceeding 110 yards in length ..		Special terms.

Description of Service.	Subscription.	
	Annual. Rs. c.	Monthly. Rs. c.
7. Each additional 110 yards or fraction of 110 yards up to 440 yards of excess wiring for an internal extension ..	10 0	—
<i>External Extensions (Distance to be measured in a straight line) :—</i>		
8. External extension not exceeding one mile in length from business or non-business exchange line telephone ..	250 0	20 85
9. Each additional $\frac{1}{4}$ mile or fraction of $\frac{1}{4}$ mile over one mile ..	50 0	—
<i>Private Wires (Distance to be measured in a straight line) :—</i>		
10. Private wire connection (with one telephone at each end) not connected with an exchange and not exceeding $\frac{1}{4}$ mile in length ..	300 0	25 0
11. Each additional $\frac{1}{4}$ mile or fraction of $\frac{1}{4}$ mile over half mile ..	50 0	—
<i>Temporary Service :—</i>		
12. Temporary connection ..		Special terms
13. Additional Service Instrument ..	6 0	—
14. Ordinary extension bell ..	5 0	—
15. Loud-ringing extension bell ..		Special terms
16. (a) Plug-and-socket arrangement at two points within 110 yards and without additional telephone ..	15 0	—
(b) Each extra plug point within 110 yards and without an additional telephone ..	7 50	—
(c) Each additional 110 yards or fraction of 110 yards of wiring in excess of the initial 110 yards of a plug-and-socket arrangement ..	10 0	—
(d) Additional portable telephone (black) ..	12 0	—
17. Coloured Hand-micro telephone ..	12 0	—
18. Power-ringing lead for Private Branch Exchange having less than 5 exchange lines :—		
(a) not exceeding $\frac{1}{4}$ mile in length ..	40 0	—
(b) each additional $\frac{1}{4}$ mile or part thereof in excess of the initial $\frac{1}{4}$ mile ..	15 0	—
(Private Branch Exchanges having 5 or more exchange lines are provided with power-ringing leads free.)		
19. Temporary disconnection of service, at subscriber's request, during specified hours daily or at week ends, subject to a minimum charge of Rs. 5 per month ..	60 0	—
<i>Removal Charges :—</i>		
20. Removal of a telephone or plug-and-socket arrangement :—		Rs. c.
(i.) from one position to another in the same room ..	5 0	
(ii.) from one position to another in the same building ..	10 0	
(iii.) from one building to another within the same curtilage ..	15 0	
<i>Miscellaneous Charges :—</i>		
21. Restoration charge (inward and/or outward service) ..	5 0	
22. Change of telephone instrument ..	7 0	
23. Change of name in the Telephone Directory ..	5 0	
24. Approved additional name in the Telephone Directory (each issue) ..	7 50	
25. Entry in heavy type in the Telephone Directory (each issue) ..	7 50	

L. D.—B 6/37

C. A. 42/37.

THE COLONIAL AIR NAVIGATION (APPLICATION OF ACTS)
(AMENDMENT) ORDER, 1938.

THE text of the following Order in Council which amends the Colonial Air Navigation (Application of Acts) Order, 1937, is hereby published for general information.

J. L. KOTELAWALA,
Minister for Communications and Works.

Colombo, November 14, 1938.

TEXT.

STATUTORY RULES AND ORDERS 1938 No. 736.

AIR NAVIGATION

THE COLONIAL AIR NAVIGATION (APPLICATION OF ACTS)
(AMENDMENT) ORDER, 1938.

At the Court at Buckingham Palace, the 28th day of July, 1938:

Present,

THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL.

WHEREAS in pursuance of the powers vested in Him by virtue of the Air Navigation Acts, 1920 and 1936(a), His Majesty was pleased to make the Colonial Air Navigation (Application of Acts) Order, 1937(b), and the Colonial Air Navigation (Application of Acts) (Amendment) Order, 1937(c), amending the first-mentioned Order, which Order as so amended is hereinafter referred to as "the principal Order":

And whereas it is expedient that the principal Order should be further amended in the manner hereinafter appearing:

Now, therefore, His Majesty, by virtue and in exercise of the powers in this behalf by the Air Navigation Acts, 1920 and 1936, or otherwise in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. This order may be cited as "The Colonial Air Navigation (Application of Acts) (Amendment) Order, 1938", and the principal Order and this Order may be cited together as "The Colonial Air Navigation (Application of Acts) Orders, 1937 and 1938".

2. In paragraph 3 of the First Schedule to the principal Order the following sub-paragraphs shall be substituted for sub-paragraphs (h) and (i) of Section 3 of the Air Navigation Act, 1920:—

"(h) prescribing the scales of charges at aerodromes, or enabling such scales of charges to be prescribed by the Governor;

"(i) prescribing the fees to be paid in respect of the grant of any certificate or licence or otherwise for the purposes of the order or the Convention, or enabling such fees to be prescribed by the Governor;"

M. P. A. HANKEY.

(a) 10 & 11 Geo. 5. c. 80 and 26 Geo. 5 & 1 Edw. 8. c. 44.

(b) S.R. & O. 1937 (No. 378) p. 141.

(c) S.R. & O. 1937 (No. 1064) p. 153.

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

No. 35—Batticaloa South Electoral District, and

No. 36—Trincomalee-Batticaloa Electoral District.

NOTICE is hereby given that the revised registers of voters relating to the above-named electoral districts have been certified and that copies of such registers are open for inspection during office hours at the under-mentioned Government Offices:—

Batticaloa Kachcheri as regards Batticaloa South Electoral District and such portion of the Trincomalee-Batticaloa Electoral District as falls within the Batticaloa Revenue District.

Trincomalee Kachcheri as regards such portion of the Trincomalee-Batticaloa Electoral District as falls within the Trincomalee Revenue District.

M. PRASAD,

Registering Officer, No. 35, Batticaloa South Electoral District and No. 36, Trincomalee-Batticaloa Electoral District.

The Kachcheri,
Batticaloa, November 11, 1938.

NOTICES CALLING FOR TENDERS.

THE Factory Engineer and the Works Manager, Government Factory, Kolonnawa, will receive tenders up to 11 A.M., on Tuesday, December 6, 1938, for supplying and delivering 25 hora logs 15 feet and over in length and 4 feet and over, but below 5 feet, in average girth, at the Government Factory, Kolonnawa.

2. Tenders should be made on forms obtainable on application from the Works Manager, Government Factory, from whom all particulars on the subject can be obtained.

A. J. R. SCHARENQUIVEL,
Public Works Office, for Director of Public Works.
Colombo, November 15, 1938.

THE Provincial Engineer, Northern Province, Jaffna, and the District Engineer, Jaffna, will receive tenders at their respective offices up to 12 noon on Thursday, December 8, 1938, for Maintenance of Government Buildings in Area A within the U. D. C. limits of Jaffna town in the Jaffna District, during the calendar year 1939.

2. Tenders should be made on forms obtainable on application from the District Engineer, Jaffna, from whom all particulars can be obtained.

3. Tender forms will be issued only to Public Works Department Registered Contractors.

A. J. R. SCHARENGUIVEL,
Public Works Office, for Director of Public Works.
Colombo, November 15, 1938.

THE Provincial Engineer, Northern Province, Jaffna, and the District Engineer, Jaffna, will receive tenders at their respective offices up to 12 noon on Saturday, December 10, 1938, for Maintenance of Government Buildings in Area B within the U. D. C. limits of Jaffna town together with the buildings at Kopay, Thirunelvely and Mandaitivu in the Jaffna District, during the calendar year 1939.

2. Tenders should be made on forms obtainable on application from the District Engineer, Jaffna, from whom all particulars can be obtained.

3. Tender forms will be issued only to Public Works Department Registered Contractors.

A. J. R. SCHARENGUIVEL,
Public Works Office, for Director of Public Works.
Colombo, November 15, 1938.

THE Provincial Engineer, Northern Province, Jaffna, and the District Engineer, Vavuniya, will receive separate tenders up to 12 noon on the dates mentioned hereinunder for Constructing Government Quarters as follows at Vavuniya :—

- | | | |
|---|----|------------------|
| (i.) One quarters of Type No. 7 and two of Type No. 6 | .. | December 5, 1938 |
| (ii.) One quarters of Type No. 7 and one of Type No. 6 | .. | December 9, 1938 |
| (iii.) One quarters of Type No. 7 and two of Type No. 6 | .. | December 7, 1938 |

2. Tenders should be made on forms obtainable on application from the District Engineer, Vavuniya, from whom all particulars can be obtained.

3. Tender forms will be issued only to Public Works Department Registered Contractors.

A. J. R. SCHARENGUIVEL,
Public Works Office, for Director of Public Works.
Colombo, November 15, 1938.

E. C.—L 1514

Transport of Arrack, Vavuniya.

THE Assistant Commissioner of Excise, N. D., Jaffna, will receive tenders up to 12 noon on Tuesday, December 6, 1938, for :—

- (1) the transporting of casks of arrack (capacities varying from 100 to 130 gallons each) from the Vavuniya Railway Goods Shed to the Arrack Warehouse, Vavuniya, and for returning empty casks from the said Warehouse to the said Goods Shed from January 1, 1939, to December 31, 1939, and
- (2) the transporting of bags of sealed bottles of arrack (each bag containing 5 gallons more or less) from the Vavuniya Railway Goods Shed to the Vavuniya Arrack Warehouse and for returning the empty gunnies and packing materials from the said warehouse to the said Goods Shed within the aforesaid period.

2. Tenders should be made on forms obtainable from the Assistant Commissioner of Excise, Jaffna, from whom all particulars on the subject can be obtained.

D. DE KRETZER,
Assistant Commissioner of Excise, N. D.

Office of the Assistant Commissioner of Excise,
Jaffna, November 11, 1938.

SALES OF UNCLAIMED AND UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, the 25th instant, at 2.30 p.m. at the Police Headquarters, Fort.

1 pair boots, riding; 72 overcoats; 589 tunic shirts, khaki; 100 tunics, serge; 75 tunics, trousers; 800 khaki tunics and shorts, suits; 6 tunics, khaki; 8 caps, Inspectors; 10 tunics, white; 11 trousers, white.

A. C. FERNANDO,
for Inspector-General of Police.

Police Headquarters,
Fort, November 14, 1938.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Police Headquarters on Friday, December 2, 1938, at 2.30 p.m. :—

Articles referred to :

50 batons, Constables'; 150 belts, Constables'; 8 belts, Inspectors'; 45 bicycles, old (in parts); 1 clock; 230 frogs, old; 2 garden shears; 8 holsters, revolver; 1 kit rack, old; 34 lanterns, bulls-eye; 3 hanging lamps, broken; 1 lawn mower; 1 mammotty, old; 230 pouches, cartridges; 4 pouches, revolver; 1 camp bed, broken.

A. C. FERNANDO,
for Inspector-General of Police.

Colombo, November 15, 1938.

THE following unserviceable articles will be put up for sale by public auction at 10 a.m. on November 25, 1938, at the Land Settlement Stores, Edinburgh crescent, Cinnamon Gardens (opposite Colombo Museum).

Steel boxes, wooden boxes, binoculars, hatchets, inkstands, drawer locks, wooden tent pegs, pickaxes, planks, tin rolls, tentpoles and various other articles.

W. T. JEGASOTHY,
Office Assistant to Settlement Officer.

Colombo, November 11, 1938.

NOTICE is hereby given that the under-mentioned unserviceable articles of Bogambara Prison, Kandy, will be sold by public auction at the Prison premises on Saturday, November 26, 1938, at 1.20 p.m. :—

4 bed cots; 3 inkstands, Pewter; 2 jars with cork, 1 lawn mower; 1 lantern, Police Bull's eye; 1 stove, cooking; 3 trays, rice; and 1 cooling tank G. I.

V. N. PILLAI,
Superintendent of Prisons, Kandy.

Prisons Office,
Kandy, November 10, 1938.

NOTICE is hereby given that the following private property of long sentenced and deceased prisoners of Bogambara Prison, Kandy, will be sold by public auction at the Prison premises on Saturday, November 26, 1938, at 11.30 a.m. :—

1 pair trousers, 18 coats, 73 sarongs, 61 banians, 12 cloths, 21 shirts, 53 handkerchiefs, 1 neck tie, 1 suspender, 1 pair deck shoes, 3 pairs shorts, 21 waist belts, 5 towels, 1 blanket, 5 rags, 1 pillow case, 1 umbrella, 25 shirt studs, 6 trouser studs, 8 piars links, 28 coat buttons, 7 pieces combs, 1 silver waist chain, 2 German silver waist chains, 1 pinch beck amulet (small), 1 silver amulet, 4 pinch beck studs, 2 silver ear picks, 2 mat purses, 1 pair slippers, 1 copper amulet, and 4 gold earrings.

V. N. PILLAI,
Prisons Office, Superintendent of Prisons, Kandy.
Kandy, November 10, 1938.

UNOFFICIAL ANNOUNCEMENTS.

COMPANY LIMITED BY SHARES.

MEMORANDUM OF ASSOCIATION OF THE CEYLON HOLLAND EDIBLE PRODUCTS COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON HOLLAND EDIBLE PRODUCTS COMPANY, LIMITED".
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are :—
 - (a) To establish and carry on business as manufacturers of margarine, artificial tallow, lard, compound lard and artificial lard, edible fats, and all articles of food prepared from oils, fats and the like, oil refiners and seed crushers, and to manufacture, refine, prepare, treat, harden, buy, sell and deal in (both wholesale and retail) all kinds of oil, fat, margarine, lard, compound lard, and artificial lard, edible fats, articles of food prepared from oils, fats, and the like, artificial tallow, tallow cattle foods, candles, glycerine, starch and all kinds of unguents and ingredients.
 - (b) To establish and carry on business as dealers in and producer of dairy products of all kinds, and in particular milk, milk compounds, cream, butter, and cheese.
 - (c) To establish carry on and work the business of cultivators, winners and buyers of and dealers in every kind of vegetable, mineral or other produce of the soil, to prepare, manufacture and render marketable any such produce, and to sell, dispose of and deal in any such produce, either in its prepared, manufactured or raw state, and either by wholesale or retail.
 - (d) To establish and carry on all or any of the businesses of importers, exporters, charterers, warehousemen, merchants, produce brokers, carriers, forwarding agents, and shippers.
 - (e) To acquire, work, develop, manage, maintain, or otherwise deal with, dispose of and turn to account any properties, plantations, mines, minerals, concessions, rights, options or interests, as may seem expedient to the Company.
 - (f) To purchase, or otherwise acquire and hold, ships and vessels, or any shares or interests in ships or vessels, and to maintain, repair, improve, alter, sell, exchange or let out to hire or charter, or otherwise deal with and dispose of any such ships or vessels or shares or interests therein.
 - (g) To utilize, work up and deal in every kind of product or residue resulting from any of the Company's manufactures or operations.
 - (h) To establish and carry on any other business, whether manufacturing or otherwise, but not the business of banking and insurance which may seem to the Company capable of being conveniently carried on in connection with any business of the Company, or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights for the time being.
 - (i) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business by not being banking and insurance which the Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
 - (j) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - (k) To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant, and stock-in-trade; and either to retain any property so acquired for the purposes of the Company's business or to turn the same to account as may seem expedient.
 - (l) To construct, improve, maintain, develop, work, manage, carry out or control any buildings, factories or works or any roads, ways, tramways, railways, branches, or sidings, bridges, wells, reservoirs, water-courses, wharves, warehouses, electric works, shops, stores, or other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute, to subsidize or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof.
 - (m) To lend money to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts, by and obligations of any persons or Companies and to give all kinds of indemnities.
 - (n) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly, to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights, or information so acquired.
 - (o) To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
 - (p) To establish branches or appoint agencies for or in connection with any of the objects of the Company and to transact all kinds of agency business, and in particular in relation to the investment of money the sale of property and the collection and receipt of money, and to act as Managing Agents of any firm or company.
 - (q) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
 - (r) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex employees of the company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payment towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general, or useful object.
 - (s) To enter into any arrangement with any Government, or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions and privileges which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
 - (t) To enter into partnership, or into any arrangement for sharing profits or losses, or for any union of interests, joint-adventure, reciprocal concession or co-operation with any person or persons, or company or companies carrying on, or engaged in, or about to carry on, or engage in, or being authorised to carry on, or engage in, any business or transaction which this Company is authorized to carry on or engage in, or in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
 - (u) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
 - (v) To sell, lease, grant licences, easements and other rights over and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares debentures, or securities of any other company.

- (w) To promote or join in the promotion of any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to underwrite shares and securities therein.
- (x) 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.
- (y) To borrow or raise or secure the payment of moneys in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem and pay off any such securities.
- (z) To undertake and execute any trusts the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise.
- (aa) To draw, make, accept, indorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
- (bb) To remunerate any persons or company for services rendered, or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture-stock or other securities of the Company, or in or about the formation or promotion of the Company, or the acquisition of property by the Company, or the conduct of its business.
- (cc) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company for the time being in such manner and for such consideration as the Company may think fit.
- (dd) To do all or any of the above things either as principals, agents, trustees, contractors or otherwise, and by or through agents, subcontractors, trustees or otherwise, and either alone or in conjunction with others.
- (ee) To do all such other things as may be incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word "Company" (save when used in reference to this Company) in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and wherever domiciled and that the objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts, proposed to be transacted, acquired dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the Shareholders is limited.

5. The Capital of the Company is Rupees 1,000·00 divided into 100 shares of Rs. 10·00 each.

Any shares of the original or increased capital may from time to time be issued with any such guarantee or any such right of 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, or with such deferred or qualified rights as compared with any shares previously issued, or then about to be issued, or subject to any such provisions or conditions and with any special right or limited right or without any right of voting, and generally on such terms as the Company may from time to time determine.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. C. ROWAN, Colombo	One
P. M. DUGGAN, Colombo	One
G. T. HALE, Colombo	One
F. G. DAWES, Colombo	One
JOS. F. MARTYN, Colombo	One
HARRY T. PERERA, Colombo	One
E. GREGORY, Colombo	One

Witness to all the above signatures at Colombo, this Twenty-sixth day of October, 1938.

JAMES A. NAIDOO,
Proctor, Supreme Court.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION OF CEYLON HOLLAND EDIBLE PRODUCTS COMPANY LIMITED.

Interpretations.

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

"The Ordinance" shall mean the 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.

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

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

"The Directors" means the Directors of the Company for the time being acting in conformity with these Articles.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the register of members to be kept pursuant to section 19 of the Ordinance.

"Dividend" includes bonus.

"Month" means calendar month.

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

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Table C not to apply.

2. The regulations contained in Table C in the schedule to the Ordinance shall not apply to the Company.

Private Company.

3. (a) The right to transfer the shares of the Company is restricted in the manner herein after appearing;

(b) The number of members of the Company (exclusive of persons who are in the employ of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after such employment to be members of the Company) shall be limited to 50 provided that for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member; and

(c) No invitation shall be issued to the public to subscribe for any shares or stock, or debentures or debenture-stock of the Company.

4. None of the funds of the Company shall directly or indirectly be employed by the Company in the purchase of, or lent on the security of shares of the Company except so far as may now or hereafter be permitted by the Ordinance.

5. Subject to the provisions hereinafter contained, 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 and with full power to give to any person the call of any shares either at par or at a premium, or (subject to the provisions of the Ordinance) at a discount, and for such time and for such consideration as the Directors think fit.

6. Subject to any special rights previously conferred on the holders of existing shares in the Company, any share of the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise as the Company may from time to time determine. Any preference share may, with the sanction of the Company in General Meeting, be issued on the terms that it is, or at the option of the Company is liable to be redeemed and the Directors may, subject to the provisions (if any) of the Ordinance and to the terms of issue redeem such share in such manner as they may think fit.

7. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that, if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

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

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

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

11. 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.

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

CERTIFICATES.

13. The certificates of title to shares shall be issued under the Seal of the Company and signed by at least one Director and countersigned by the Secretary or some other person appointed by the Directors.

14. Every member shall be entitled, free of charge, to one certificate for all the shares registered in his name. If any member shall require additional certificates, he shall pay for each such additional certificate such sum not exceeding Rs. 2 as the Directors shall determine. Provided that in the case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it was issued and the amount paid up thereon.

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

16. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of Rs. 2 or such smaller sum as the Directors may determine.

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

LIEN.

18. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, and upon the proceeds of sale thereof for his debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

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

20. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the person (if any) entitled by transmission to the share so sold.

Company's shares not to be purchased.

Allotment of shares.

Redeemable preference shares.

Commission for placing shares.

Brokerage.

Shares may be issued subject to different conditions as to calls, &c.

Instalments on shares to be duly paid.

Liability of joint-holders of shares.

Trusts not recognised.

Certificates.

Member's right to certificates.

As to issue of new certificate in place of one defaced, lost or destroyed.

Fee.

Directors may issue new certificates.

Company to have lien on shares and dividends.

As to enforcing lien by sale.

Application of proceeds of sale.

Directors may enter purchaser's name in share register.

21. Upon any such sale as aforesaid the Directors may appoint some person to execute an instrument of transfer of the shares sold and enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Member not entitled to privileges of membership until all calls paid.

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

CALLS.

Calls.

23. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

When call deemed to have been made.

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

Notice of call.

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

When interest on call or instalment payable.

26. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of 12 per cent. per annum, from the day appointed for the payment thereof to the time of actual payment or at such other rate as the Directors may determine but the Directors shall be at liberty to waive payment of such interest wholly or in part.

Evidence in action for call.

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

Payment of calls in advance.

28. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends.

FORFEITURE.

If call or instalment not paid, notice may be given.

29. If any member 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 member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of Notice.

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

If notice not complied with shares may be forfeited.

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

Notice after forfeiture.

32. When any share shall have been so forfeited notice of the Resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the register.

Forfeited share to become property of Company.

33. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture.

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

Arrears to be paid notwithstanding forfeiture.

35. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 12 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

Effect of forfeiture.

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

Validity of sales under Article 33.

37. Upon any sale after forfeiture in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER AND TRANSMISSION.

Shares to be transferable.

38. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in any usual or common form or in such other form as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

39. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

Execution of transfer, &c.

40. The Directors may, in their discretion, and without assigning any reason, refuse to sanction or register the transfer of any share to any person not already a member and no transfer shall be registered the non-registration whereof is necessary for the purpose of ensuring that the number of members does not exceed the limit prescribed by Article 3. The Directors may refuse to register any transfer of shares on which the Company has a lien. If the Directors refuse to register a transfer of any share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee and to the transferor notice of the refusal.

In what cases Directors may decline to register.

41. No transfer shall be made to an infant or insolvent or person of unsound mind.

No transfer to infants, &c.

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

When transfers to be retained.

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

Fee on transfer.

44. The Directors may, on giving seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office is situate, close the transfer books and register of members during such time as the Directors think fit, not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time.

When transfer books and register may be closed.

45. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint-holders of any registered shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Transmission of registered shares. As to survivorship.

46. Any person becoming entitled to shares in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) and upon giving such indemnity (if any) as the Directors may require, be registered as a member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. Before recognising any executor or administrator, the Directors may require him to obtain a Grant of Probate or Letters of Administration as the case may be from some competent court in Ceylon. This clause is hereinafter referred to as "The Transmission Clause".

As to transfer of shares of deceased or bankrupt members. (Transmission Clause.)

47. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member, unless and until he shall have become a member in respect of the share.

Persons entitled may receive dividends without being registered as member but may not vote.

INCREASE AND REDUCTION OF CAPITAL.

48. The Company in General Meeting may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

Power to increase capital.

49. The new shares may be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

On what conditions new shares may be issued. As to preferences, &c.

50. 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 members in proportion to the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member 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 receipt of an intimation from the member to whom such notice is given, that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

When to be offered to existing members.

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

How far new shares to rank with shares in original capital.

52. The Company may from time to time by Special Resolution reduce its capital in any way authorised by law and in particular (without prejudice to the generality of the power) by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

Reduction of capital, &c.

SUB-DIVISION AND CONSOLIDATION OF SHARES.

53. The Company may by Special Resolution consolidate and divide or sub-divide or cancel its shares or any of them.

Sub-division and consolidation.

54. The Resolution whereby any shares are subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other.

Sub-division into Preferred and Ordinary.

MODIFICATION OF RIGHTS.

55. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated or dealt with either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of such holders (but not otherwise) and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy or attorney three-fourths of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have had if this clause were omitted.

Power to modify rights.

BORROWING POWERS.

- Power to borrow.** 56. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that no mortgage of or debentures upon any of the assets of the Company shall be issued without the sanction of the holders of three-fourths of the issued capital of the Company or of an Extraordinary Resolution of the Company in General Meeting.
- Conditions on which money may be borrowed.** 57. The Directors, subject as aforesaid, may raise or secure the payment or re-payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular, with the sanction of an Extraordinary Resolution of the Company by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.
- Securities may be assignable free from equities.** 58. Debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- Issue at discount &c. or with special privileges.** 59. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.
- Register of mortgages to be kept.** 60. The Directors shall cause a proper Register to be kept in accordance with the Ordinance of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Ordinance, in regard to the registration of mortgages and charges and modifications thereof therein specified and otherwise and shall also duly comply with the requirements of the Ordinance as to keeping a copy of every instrument creating any mortgage or charge at the office.
- Register of holders of debentures.** 61. Every Register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day when such Register is open are appointed for inspection.

GENERAL MEETINGS.

- General meetings to be held.** 62. A General Meeting shall be held within three months from the date of incorporation of the Company and thereafter once at least in every year at such time (not being more than 15 months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if no other time or place is prescribed at such time and place as may be determined by the Directors.
- Distinction between Ordinary and Extraordinary Meetings.** 63. The General Meetings referred to in the last preceding clause shall be called Ordinary Meetings; all other meetings of the Company shall be called Extraordinary Meetings.
- When Extraordinary Meeting to be called.** 64. The Directors may, whenever they think fit and they shall on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—
- (1) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office and may consist of several documents in like form each signed by one or more requisitionists.
 - (2) If the Directors of the Company do not proceed within twenty-one days from the date of the requisition being so deposited to cause a meeting to be called, the requisitionists or a majority of them in value may themselves call the meeting but in either case any meeting so called shall be held within three months from the date of the deposit of the requisition.
 - (3) If at any such meeting a resolution requiring confirmation at another meeting is passed the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a Special Resolution, and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
 - (4) Any meeting called under this clause by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by Directors.
 - (5) Requisitions by joint-holders of shares must be signed by all such holders.
- Notice of meeting.** 65. Thirty clear days' notice to the members specifying the place, day and hour of meeting and in case of special business the general nature of such business shall be given by notice as hereinafter provided and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.
- As to omission to give notice.** 66. The accidental omission to give any such notice to or the non-receipt of such notice by any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

- Business of Ordinary Meeting.** 67. The business of an Ordinary General Meeting shall be to receive and consider the balance sheet and profit and loss account and the report of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation, or otherwise, to declare dividends and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.
- Quorum.** 68. Two persons personally present and holding or representing by proxy or attorney or as representative of a corporation not less than one half in nominal amount of the subscribed capital of the Company for the time being shall be a quorum for all purposes at any general meeting.
- Quorum to be present when business commences.** 69. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.
- Chairman of General Meeting.** 70. The Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.
- When, if quorum not present, meeting to be dissolved and when to be adjourned.** 71. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum and may transact the business for which the meeting was called.

72. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

73. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least three members or by a member or members present in person or by proxy or representative and holding or representing and entitled to vote in respect of at least one-tenth part of the capital of the Company, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

74. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

75. The Chairman of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

76. Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment shall be taken at the meeting and without adjournment.

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

VOTES OF MEMBERS.

78. On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy or attorney shall have one vote. Upon a poll every Shareholder who is present in person or by proxy shall be entitled to one vote for each share held by him.

79. Upon a poll, votes may be given either personally by attorney or by proxy; but no Company which is a member of this Company shall vote by proxy at any meeting of this Company at which there is present a representative of such member Company duly appointed under Article 80 hereof.

80. A corporation, whether a company within the meaning of the Ordinance or not, which is a member of this Company may by resolution of its directors authorise any of its officials or any other person to act as its representative at any meeting of this Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as if he were an individual Shareholder of this Company and at any meeting of this Company the production of a copy of such resolution certified by one Director or the Secretary of such Corporation as being a true copy of the resolution shall be accepted by this Company as sufficient evidence of the validity of the said representative's appointment and his right to vote. A representative so appointed shall not be deemed to be a proxy.

81. Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

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

83. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing; or if such appointor is a corporation, under its Common Seal or under the hand of an officer or attorney so authorized. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, save that a Corporation being a member of the Company, may appoint as its proxy one of its officers, or some other person though not a member of the Company. Members not resident in Ceylon may appoint and revoke proxies by cable.

84. An instrument of proxy may appoint a proxy either for the purposes of a particular meeting specified in the instrument and any adjournment thereof or it may appoint a proxy for the purposes of every meeting of the Company, to be held before a date specified in the instrument and every adjournment of any such meeting.

85. The instrument appointing a proxy and the power-of-attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office not less than seventy-two hours before the time for holding the meeting at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

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

87. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the effect following or in such other form as the Directors may approve.

Ceylon Holland Edible Products Company Limited.

I, the undersigned, _____ of _____ being a member of Ceylon Holland Edible Products Company Limited, hereby appoint _____ of _____ (or failing him _____ of _____) (or failing him _____ of _____) as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof (or at every General Meeting of the Company to be held before the _____ day of _____ and at every adjournment of any such meeting).

Signed this _____ day of _____.

How questions to be decided at meetings.
Casting vote.
What is to be evidence of the passing of a Resolution where poll not demanded.

Poll.

Power to adjourn General Meeting.

In what cases poll taken without adjournment.
Business may proceed notwithstanding demand of poll.
Votes of members.

Proxies.
Company being a member of this Company.

Case of a Company being a member of this Company.

Votes in respect of shares of deceased and insolvent members.

Joint-holders.

Instrument of Proxy to be in writing.

Proxy either for specified meeting or for a period.

Instrument appointing a proxy to be deposited at the office.

When vote by proxy valid though authority revoked.

Form of proxy.

DIRECTORS.

- Number of Directors. 88. The number of Directors shall not be less than two and not more than seven.
- First Directors. 89. The first Directors shall be appointed by the subscribers to the Memorandum of Association or a majority of them by an instrument in writing under their hands.
- Casual vacancy in Board. 90. The Company in General Meeting or the Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. Any Director so appointed shall hold office only until the next Ordinary General Meeting of the Company, but shall be then eligible for re-election.
- Qualification of Directors. 91. The qualification of a Director shall be the holding of at least one share in the Company. A Director may act before acquiring his qualification but must acquire the same within two months after his appointment or election.
- Retirement of Directors. 92. At the first Ordinary Meeting and at the Ordinary Meeting in every subsequent year all the Directors shall retire from office. A Director retiring at a Meeting shall retain office until the close or adjournment of the Meeting.
- If vacancies not filled. 93. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors are not filled up, the meeting shall, unless it shall be determined at any such meeting to reduce the number of Directors, stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating Directors are not filled up, the vacating Directors or such of them as have not had their places filled up shall be deemed to be re-elected at the adjourned meeting.
- Alternate Directors. 94. A Director who is about to leave or is absent from the Island of Ceylon may with the approval of the Directors appoint any person to be an alternate Director during his absence from the said Island provided such absence shall not be less than for a period of three months, and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat accordingly, but he shall *ipso facto* vacate office as and when his appointor returns to the said Island, or vacates office as a Director, or removes the appointee from office. Any appointment or removal under this clause shall be effected by notice in writing under the hand of the Director making the same.
- Remuneration of Directors. 95. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in General Meeting may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine, and in default of such determination within the year equally. The Directors shall also be paid their travelling expenses of attending and returning from Board and Committee Meetings.
- Directors may act notwithstanding vacancy. 96. The continuing Directors or Director may act notwithstanding any vacancy in their body, but so that if their number falls below the minimum above fixed, the Directors or Director shall not except for the purpose of filling vacancies, act so long as the number is below the minimum.
- Director may hold other office. 97. Subject to the provisions of the Ordinance in respect of an office of profit a Director may hold any other office under the Company, except that of Auditor, in conjunction with the office of Director, and on such terms as to remuneration and otherwise as the Directors may arrange.
- When office of Director is vacated. 98. The office of a Director shall *ipso facto* be vacated :—
- (a) If he becomes bankrupt or be adjudged insolvent or suspends payment or compounds with his creditors.
 - (b) If he is found lunatic or becomes of unsound mind.
 - (c) If he ceases to hold the number of shares required to qualify him for office or fails to acquire the same within two months after his appointment or election.
 - (d) If he commits any offence punishable under the Ceylon Penal Code and being under the provisions of the Criminal Procedure Code non-bailable.
 - (e) If by notice in writing to the Company he resigns his office.
 - (f) If he is requested in writing by all his co-Directors to resign.
 - (g) If he be removed from office under Article 100 hereof.
 - (h) If he fails to pay calls made on him in respect of shares held by him within six months from the date of such calls being made.
 - (i) If he or any firm of which he is a partner or any private Company of which he is a Director without the sanction of the Company in General Meeting accepts or holds any office of profit under the Company, other than that of a Managing Director or Managing Agent or Manager or a Legal or Technical Adviser or a Banker.
 - (j) If he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months whichever is the longer, without leave of absence from the Board of Directors.
 - (k) If he fails to disclose his interest in any contract with the Company as required by the next succeeding article.
- Directors may contract with company. 99. No Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined or if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he does so vote his vote shall not be counted, but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any indemnity against loss which they or any of them may suffer by reason of becoming or being sureties or surety for the Company, nor shall it apply to any contract or arrangement entered into with another Company when the sole interest of a Director is that he is a creditor of that Company nor shall it apply to any contract to subscribe for or to underwrite or guarantee the subscription of any shares or Debentures of the Company, and it may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction by the Company in General Meeting. A general notice that a Director is a member of any particular firm or Company or a Director of any particular Company and is to be regarded as interested in any subsequent transaction with such firm or Company shall as regards any such transaction be sufficient disclosure under this clause and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company.

100. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary resolution appoint another person in his stead.

Power to remove Directors.

101. A Director of this Company may be, or become a Director of any company promoted by this Company or in which it may be interested as a vendor, Shareholder or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such company.

When Director of this company appointed Director of a subsidiary company.

MANAGING DIRECTORS.

102. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

Power to appoint Managing Director.

103. A Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

What provisions he will be subject to.

104. The remuneration of a Managing Director shall from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

Remuneration of Managing Director.

105. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient, and they may 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 may from time to time revoke, withdraw, alter or vary all or any of such powers.

Powers and duties of Managing Director.

PROCEEDINGS OF DIRECTORS.

106. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors personally present shall be a quorum.

Meetings of Directors and quorum.

107. A Director may at any time, and the Secretary of the Company upon the request of a Director shall convene a meeting of the Directors.

Director may summon meeting.

108. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

How questions to be decided.

109. At any meeting of the Directors, a Director appointed by writing under the hand of any other Director or by cable to be the proxy of that other Director may, in addition to exercising his own vote, vote as the proxy for that other Director. Any such appointment of a proxy may be either for any particular meeting or meetings or for any period specified in the appointment.

Proxies permitted.

110. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no Chairman is elected or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of the meeting.

Chairman.

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

Power of quorum.

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

Power to appoint committees and to delegate.

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

Proceedings of Committee.

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

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

115. 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.

Resolution without Board meeting valid.

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

Remuneration for extra service.

MINUTES.

117. The Directors shall cause minutes to be duly entered in books provided for the purpose :—

Minutes to be made.

(a) Of all appointments of officers.

(b) Of the names of the Directors and alternate Directors present at each meeting of the Directors and of any Committee of Directors.

(c) Of all orders made by the Directors and Committees of Directors.

(d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

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

POWERS OF DIRECTORS.

General power of Company vested in Directors.

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

Specific powers given to Directors.

119. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power—

- | | |
|--|--|
| To pay preliminary expenses. | (1) To pay the cost, charges and expenses preliminary and incidental to the promotions formation, establishment, and registration of the Company. |
| To acquire property. | (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit. |
| To pay for property in debentures, &c. | (3) At their discretion to pay for any property, rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged. |
| To secure contracts by mortgage. | (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company, and its uncalled capital for the time being or in such other manner as they may think fit. |
| To appoint officers, &c. | (5) To appoint and at their discretion remove or suspend such managers, managing agents, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit. |
| To appoint trustees. | (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees. |
| To bring and defend actions, &c. | (7) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company. |
| To refer to arbitration. | (8) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards. |
| To give receipts. | (9) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company. |
| To act in bankruptcy matters. | (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents. |
| To authorise acceptance, &c. | (11) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents. |
| To invest moneys. | (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof in or upon such investments or securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments. |
| To give security by way of indemnity. | (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on. |
| To remunerate by way of percentages. | (14) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company. |
| To establish Reserve Fund. | (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a Reserve Fund to meet contingencies or for equalising dividends or for special dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the Reserve Fund into such special funds as they think fit with full power to employ the assets constituting the Reserve Fund in the business of the Company and that without being bound to keep the same separate from the other assets. And also to carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or place to reserve. |
| To carry profits forward. | (16) From time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants. |
| To make bye-laws. | (17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company. |
| To make contracts, etc. | |

LOCAL MANAGEMENT.

120. The following provisions shall have effect :—

- | | |
|--|---------------------|
| (1) The Directors may from time to time provide for the management of the affairs of the Company outside Ceylon (or in any special locality in Ceylon) in such manner as they shall think fit and the provisions contained in the six next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause. | Local management. |
| (2) The Directors from time to time and at any time may establish any Local Boards or agencies for managing any of the affairs of the Company outside Ceylon or in any specified locality in Ceylon and may appoint any persons to be members of such Local Boards or any managers or agents and may fix their remuneration. | Local Board. |
| (3) The Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being of any such Local Board or any of them, to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit ; and the Directors may at any time remove any person so appointed and may annul or vary any such delegation. | Delegations. |
| (4) The Directors may at any time, and from time to time by power of attorney under the Seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit : and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any Local Board established as aforesaid or in favour of any Company or of the members, Directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit. | Powers of Attorney. |
| (5) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them. | Sub-delegation. |
| (6) The Company may cause to be kept in the United Kingdom a Branch Register of members resident in the United Kingdom and the Directors may from time to time make such regulations as they may think fit respecting the keeping of any such branch register, such regulations not being inconsistent with the provisions of the Ordinance. | Branch Register. |
| (7) The Directors may comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with. | Local laws. |

THE SECRETARY.

121. The Directors may from time to time appoint and at discretion remove a person, firm or Company (hereinafter called the Secretary) to keep the register, to perform any other functions which by the Articles for the time being of the Company are to be performed by the Secretary, and to execute any other duties which may from time to time be assigned to the Secretary by the Directors. Secretary may be appointed.

122. The Directors may at any time appoint a temporary substitute for the Secretary, who shall for the purposes of these presents be deemed to be the Secretary. Temporary substitute.

THE SEAL.

123. The Directors shall provide for the safe custody of the seal, and the seal shall not be affixed to any instrument except by the authority of the Directors or a Committee of the Directors previously given. Every instrument to which the seal is affixed shall be signed by one Director at the least and shall be countersigned by the Secretary or some other person appointed by the Directors or a Committee of the Directors. Custody of Seal.

ANNUAL RETURNS.

124. The Company shall make the requisite annual returns in accordance with the Ordinance. Annual returns.

DIVIDENDS.

125. Subject as aforesaid, the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively. How profit shall be divisible.

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

127. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend. Restrictions on amount of dividend.

128. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits, and no dividend shall carry interest as against the Company. Dividend out of profits only and not to carry interest.

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

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

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

132. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. Effect of transfer.

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

134. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share. Dividend to joint-holders.

Payment by post. 135. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint-holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Unclaimed dividends. 136. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

CAPITALISATION OF PROFITS AND RESERVES.

Power to capitalise. 137. The Company in General Meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any undivided profits of the Company not required for paying the fixed dividends on any Preference Shares (including profits carried and standing to the credit of any reserve or reserves or other special account), and accordingly that the Directors be authorised and directed to appropriate the profits resolved to be capitalised to the Members who would have been entitled to receive the same had such sum been distributed in cash in accordance with their rights, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or securities of the Company of a nominal amount equal to such profits, such shares, debentures or securities to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, debentures or securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares, debentures or securities becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

BOOKS AND DOCUMENTS.

Books of account to be kept. 138. The Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company and of the assets, credits and liabilities of the Company.

Where to be kept. 139. The books of accounts shall be kept at the Office or at such other place as the Directors think fit.

Inspection by members. 140. The Directors shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations, the accounts and books and documents of the Company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by a Resolution of the Company in General Meeting.

ACCOUNTS AND BALANCE SHEETS.

Directors' Report and Accounts. 141. The Directors shall as required by the Ordinance cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in these sections.

Profit and Loss Account. 142. The profit and loss account shall, in addition to the matters referred to in the Ordinance, 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 expenses of the establishment, salary and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the Meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition unless the Company in General Meeting shall otherwise determine, of the reason why only a portion of such expenditure is charged against the income of the year.

AUDIT.

Accounts to be audited. 143. Every balance sheet and profit and loss account or income and expenditure account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

Audit provisions. 144. The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and the following provisions shall have effect, that is to say :—

- (1) A Director or officer of the Company and a partner of such Director or officer, and any person indebted to the Company shall not be capable of being appointed Auditor of the Company.
- (2) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members either by advertisement or in any other mode allowed by the Articles not less than seven days before the Annual General Meeting.

Provided that if after notice of the intention to nominate an Auditor has been so given an Annual General Meeting is called for a date fourteen days or less after the notice has been given, the notice though not given within the time required by this provision shall be deemed to have been properly given for the purposes thereof and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Annual General Meeting.

- (3) The first Auditors of the Company may be appointed by the Directors and, if so appointed, shall hold office until the first Annual General Meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.
- (4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act.

145. The remuneration of the Auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed before the first Ordinary Meeting or to fill any casual vacancy may be fixed by the Directors.

Remuneration of Auditors.

146. (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

Rights and duties of Auditors.

(2) The Auditors shall make a report to the members of the Company on the accounts examined by them and on every balance sheet and profit and loss account or income and expenditure account laid before the Company in General Meeting during their tenure of office and the report shall state:—

- (a) Whether or not they have obtained all the information and explanations they have required; and
- (b) Whether or not, in their opinion, the balance sheet and the profit and loss account or income and expenditure account referred to in the report are drawn up in conformity with the law; and
- (c) Whether or not such balance sheet exhibits a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the Company; and
- (d) Whether in their opinion books of account have been kept by the Company as required by the Ordinance.

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

When accounts to be deemed finally settled.

NOTICES.

148. (1) A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Ceylon) to the address, if any, within Ceylon supplied by him to the Company for the giving of notices to him.

How notices to be served on members.

(2) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

149. If a member has no registered address in Ceylon, and has not supplied to the Company an address within Ceylon for the giving of notices to him, a notice posted up in the registered office of the Company shall be deemed to be duly given to him at the expiration of thirty days from the time when it is so posted up.

Notices on members having no registered address.

150. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles shall be sufficiently given if given by advertisement.

Notice by advertisement.

151. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

Mode of giving notice by advertisement.

152. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

Notice to joint-holders.

153. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in Ceylon supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred.

Notices on persons acquiring shares on death or insolvency of member.

154. Notice of every General Meeting shall be given in some manner hereinbefore authorised to (a) every member of the Company except those members who (having no registered address within Ceylon) have not supplied to the Company an address within Ceylon for the giving of notices to them and also to (b) every person entitled to a share in consequence of the death or insolvency of a member, who, but for his death or insolvency, would be entitled to receive notice of the meeting. No other persons other than the auditors shall be entitled to receive notices of General Meetings.

Persons entitled to notice of General Meetings.

155. The signature to any notice to be given by the Company may be written or printed.

How notice to be signed.

SECRECY CLAUSES.

156. Every Director, Manager, Auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Secrecy clause.

157. No member shall be entitled except to the extent expressly permitted by the Ordinance or these regulations to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

Members not entitled to information.

WINDING-UP.

158. (1) If the Company shall be wound up, whether voluntarily or otherwise the Liquidators may with the sanction of an Extraordinary Resolution divide among the contributories in specie or kind 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 or any of them as the liquidators, with the like sanction, shall think fit.

Distribution of assets in specie.

(2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to section 234 of the English Companies Act of 1929.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the Liquidator to sell his proportion and pay him the net proceeds, and the Liquidator shall, if practicable, act accordingly.

Shareholders may purchase in event of winding-up, &c.

159. 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 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.

INDEMNITY.

Indemnity.

160. Subject to the provisions of the Ordinance every Director, Manager and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

Individual responsibility of Directors.

161. Subject to the provisions of the Ordinance no Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

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

F. C. ROWAN.
P. M. DUGGAN.
G. T. HALE.
F. G. DAWES.
JOS. F. MARTYN.
HARRY T. PERERA.
E. GREGORY.

Witness to all the above signatures at Colombo, this 26th day of October, 1938.

JAMES A. NAIDOO,
Proctor, Supreme Court.

COMPANY LIMITED BY SHARES.

MEMORANDUM OF ASSOCIATION OF WILLIAM GOSSAGE AND SONS (CEYLON), LIMITED.

1. The name of the Company is "WILLIAM GOSSAGE (CEYLON), LIMITED".
2. The Registered Office of the Company will be situate in Colombo.
3. The objects for which the Company is established are—
 - (a) To establish and carry on the business of manufacturers of soap, soap-powders, detergents, and toilet requisites, and to buy, sell, manufacture, refine, prepare, and deal in all kinds of oils and oleaginous and saponaceous substances, and all kinds of unguents and ingredients.
 - (b) To carry on business as pharmaceutical, manufacturing and general chemists and druggists; manufacturers of and dealers in glycerine and all kinds of toilet requisites and perfumes; manufacturers of, and dealers in starch, water-softeners, soda and all kinds of laundry materials; manufacturers of, and dealers in all kinds of boxes and cases of card or wood or metal or otherwise; and as printers, color printers, publishers, stationers, and collectors of flowers and perfume producing vegetation.
 - (c) To carry on business as oil, cattle food, and manure manufacturers, and to prepare, refine, buy, sell and deal in oil, cattle food, manure and chemical substances of every description and the products obtained in the manufacture of oil, and to cultivate, crush, utilize, buy, sell, and deal in oleaginous seeds and plants of every description.
 - (d) To carry on the business of extracting, manufacturing, and refining oils and fats; of manufacturers of, and dealers in, varnish, paint, and polish; and to purchase, sell, and deal in oils, fats, soaps, woods, timber, seeds, grain and other products of the soil.
 - (e) To utilize, work up, and deal in every kind of by-product or residue resulting from any of the Company's manufactures or operations.
 - (f) To carry on any other business, whether manufacturing or otherwise, except that of banking and insurance which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights for the time being.
 - (g) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or Company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
 - (h) To take or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - (i) To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade; and either to retain any property so acquired for the purposes of the Company's business or to turn the same to account as may seem expedient.
 - (j) To construct, improve, maintain, develop, work, manage, carry out or control any buildings, factories or works, or any roads, ways, tramways, railways, branches or sidings, bridges, wells, reservoirs, water-courses wharves, warehouses, electric works, shops, stores, or other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof.
 - (k) To lend money to such persons or Companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by and obligations of any persons or Companies and to give all kinds of indemnities.

- (l) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly, to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights, or information so acquired.
- (m) To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (n) To establish branches or appoint agencies for in connection with any of the objects of the Company and to transact all kinds of agency business, and in particular in relation to the investment of money; the sale of property and the collection and receipt of money, and to act as Managing Agents of any firm or Company.
- (o) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (p) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payment towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object.
- (q) To enter into any arrangement with any Government, or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions and privileges which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (r) To enter into partnership, or into any arrangement for sharing profits or losses, or for any union of interests joint-adventure, reciprocal concession or co-operation with any person or persons, or company or companies carrying on, or engaged in, or about to carry on, or engage in, or being authorized to carry on, or engage in, any business or transaction which this Company is authorised to carry on or engage in, or in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (s) To sell, lease, grant licences, easements and other rights over and in any other manner deal with or dispose of, the undertaking, property, assets, rights, and effects of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company.
- (t) To promote or join in the promotion of any company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to underwrite shares and securities therein.
- (u) To invest and deal with the moneys of the Company, not immediately required in such manner as may from time to time be determined.
- (v) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem and pay off any such securities.
- (w) To undertake and execute any trusts the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise.
- (x) To draw, make, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
- (y) To remunerate any persons or company for services rendered, or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture-stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the acquisition of property by the Company, or the conduct of its business.
- (z) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company for the time being.
- (aa) To do all or any of the above things either as principals, agents, trustees, contractors or otherwise, and by or through agents, subcontractors, trustees or otherwise, and either alone or in conjunction with others.
- (bb) To do all such other things as may be incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word "Company" (save when used in reference to this Company) in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and wherever domiciled and that the objects set forth in any sub-clause of this clause shall not except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts, proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the Shareholders is limited.

5. The capital of the Company is Rs. 1,000 divided into 100 shares of Rs. 10 each.

Any shares of the original or increased capital may from time to time be issued with any such guarantee or any such right of 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, or with such deferred or qualified rights as compared with any shares previously issued, or then about to be issued, or subject to any such provisions or conditions and with any special right or limited right or without any right of voting, and generally on such terms as the Company may from time to time determine.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. T. HALE, Colombo	One
F. C. ROWAN, Colombo	One
P. M. DUGGAN, Colombo	One
F. G. DAWES, Colombo	One
JOS. F. MARTYN, Colombo	One
E. GREGORY, Colombo	One
HARRY T. PERERA, Colombo	One

Witness to all the above signatures at Colombo, this 17th day of September, 1938 :

JAMES A. NAIDOO,
Proctor, Supreme Court.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION OF WILLIAM GOSSAGE AND SONS (CEYLON) LIMITED.

Interpretations.

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

“The Ordinance” shall mean the 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.

“Special Resolution” has the meaning assigned thereto by the Ordinance.

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

“The Directors” means the Directors of the Company for the time being acting in conformity with these Articles.

“The Office” means the Registered Office for the time being of the Company.

“The Register” means the register of members to be kept pursuant to section 19 of the Ordinance.

“Dividend” includes bonus.

“Month” means calendar month.

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

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Table C not to apply.

2. The regulations contained in Table C in the schedule to the Ordinance shall not apply to the Company.

Private Company.

3. (a) The right to transfer the shares of the Company is restricted in the manner hereinafter appearing ;

(b) The number of members of the Company (exclusive of persons who are in the employ of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after such employment to be members of the Company) shall be limited to 50 provided that for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member ; and

(c) No invitation shall be issued to the public to subscribe for any shares or stock, or debentures or debenture-stock of the Company.

Company's shares not to be purchased.

4. None of the funds of the Company shall directly or indirectly be employed by the Company in the purchase of, or lent on the security of shares of the Company except so far as may now or hereafter be permitted by the Ordinance.

Allotment of shares.

5. Subject to the provisions hereinafter contained, 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 and with full power to give to any person the call of any shares either at par or at a premium, or (subject to the provisions of the Ordinance) at a discount, and for such time and for such consideration as the Directors think fit.

Redeemable preference shares.

6. Subject to any special rights previously conferred on the holders of existing shares in the Company, any share of the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise as the Company may from time to time determine. Any preference share may, with the sanction of the Company in General Meeting, be issued on the terms that it is, or at the option of the Company is liable to be redeemed and the Directors may, subject to the provisions (if any) of the Ordinance and to the terms of issue redeem such share in such manner as they may think fit.

Commission for placing shares.

7. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that, if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

Brokerage.

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

Shares may be issued subject to different conditions as to calls, &c.

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

Instalments on shares to be duly paid.

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

Liability of joint-holders of shares.

11. 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.

Trusts not recognised.

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

CERTIFICATES.

Certificates.

13. The certificates of title to shares shall be issued under the Seal of the Company and signed by at least one Director and countersigned by the Secretary or some other person appointed by the Directors.

Member's right to certificates.

14. Every member shall be entitled, free of charge, to one certificate for all the shares registered in his name. If any member shall require additional certificates, he shall pay for each such additional certificate such sum not exceeding Rs. 2 as the Directors shall determine. Provided that in the case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it was issued and the amount paid up thereon.

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

As to issue of new certificate in place of one defaced, lost or destroyed.

16. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of Rs. 2 or such smaller sum as the Directors may determine.

Fee.

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

Directors may issue new certificates.

LIEN.

18. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, and upon the proceeds of sale thereof for his debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

Company to have lien on shares and dividends.

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

As to enforcing lien by sale.

20. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the person (if any) entitled by transmission to the share so sold.

Application of proceeds of sale.

21. Upon any such sale as aforesaid the Directors may appoint some person to execute an instrument of transfer of the shares sold and enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Directors may enter purchaser's name in share register.

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

Member not entitled to privileges of membership until all calls paid.

CALLS.

23. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

Calls.

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

When call deemed to have been made.

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

Notice of call.

26. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of 12 per cent. per annum, from the day appointed for the payment thereof to the time of actual payment or at such other rate as the Directors may determine but the Directors shall be at liberty to waive payment of such interest wholly or in part.

When interest on call or instalment payable.

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

Evidence in action for call.

28. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends.

Payment of calls in advance.

FORFEITURE.

29. If any member 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 member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

If call or instalment not paid, notice may be given.

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

Form of Notice.

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

If notice not complied with shares may be forfeited.

32. When any share shall have been so forfeited notice of the Resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the register.

Notice after forfeiture.

33. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

Forfeited share to become property of Company.

Power to annul forfeiture.	34. The Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
Arrears to be paid notwithstanding forfeiture.	35. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 12 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.
Effect of forfeiture.	36. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.
Validity of sales under Article 33.	37. Upon any sale after forfeiture in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER AND TRANSMISSION.

Shares to be transferable.	38. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in any usual or common form or in such other form as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.
Execution of transfer, &c.	39. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.
In what cases Directors may decline to register.	40. The Directors may, in their discretion, and without assigning any reason, refuse to sanction or register the transfer of any share to any person not already a member and no transfer shall be registered the non-registration whereof is necessary for the purpose of ensuring that the number of members does not exceed the limit prescribed by Article 3. The Directors may refuse to register any transfer of shares on which the Company has a lien. If the Directors refuse to register a transfer of any share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee and to the transferor notice of the refusal.
No transfer to infants, &c.	41. No transfer shall be made to an infant or insolvent or person of unsound mind.
When transfers to be retained.	42. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.
Fee on transfer.	43. A fee not exceeding two rupees may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.
When transfer books and register may be closed.	44. The Directors may, on giving seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office is situate, close the transfer books and register of members during such time as the Directors think fit, not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time.
Transmission of registered shares. As to survivorship.	45. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint-holders of any registered shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
As to transfer of shares of deceased or bankrupt members. (Transmission Clause.)	46. Any person becoming entitled to shares in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) and upon giving such indemnity (if any) as the Directors may require, be registered as a member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. Before recognising any executor or administrator, the Directors may require him to obtain a Grant of Probate or Letters of Administration as the case may be from some competent court in Ceylon. This clause is hereinafter referred to as "The Transmission Clause".
Persons entitled may receive dividends without being registered as member but may not vote.	47. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member, unless and until he shall have become a member in respect of the share.

INCREASE AND REDUCTION OF CAPITAL.

Power to increase capital.	48. The Company in General Meeting may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
On what conditions new shares may be issued. As to preferences, &c.	49. The new shares may be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.
When to be offered to existing members.	50. 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 members in proportion to the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member 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 receipt of an intimation from the member to whom such notice is given, that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.
How far new shares to rank with shares in original capital.	51. Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

52. The Company may from time to time by Special Resolution reduce its capital in any way authorised by law and in particular (without prejudice to the generality of the power) by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

Reduction of capital, &c.

SUBDIVISION AND CONSOLIDATION OF SHARES.

53. The Company may by Special Resolution consolidate and divide or sub-divide or cancel its shares or any of them.

Sub-division and consolidation.

54. The resolution whereby any shares are subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other.

Sub-division into Preferred and Ordinary.

MODIFICATION OF RIGHTS.

55. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated or dealt with either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of such holders (but not otherwise) and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy or attorney three-fourths of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have had if this clause were omitted.

Power to modify rights.

BORROWING POWERS.

56. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that no mortgage of or debentures upon any of the assets of the Company shall be issued without the sanction of the holders of three-fourths of the issued capital of the Company or of an Extraordinary Resolution of the Company in General Meeting.

Power to borrow.

57. The Directors, subject as aforesaid, may raise or secure the payment or re-payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular, with the sanction of an Extraordinary Resolution of the Company by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.

Conditions on which money may be borrowed.

58. Debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities. Issue at discount &c. or with special privileges.

59. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.

60. The Directors shall cause a proper Register to be kept in accordance with the Ordinance of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Ordinance, in regard to the registration of mortgages and charges and modifications thereof therein specified and otherwise and shall also duly comply with the requirements of the Ordinance as to keeping a copy of every instrument creating any mortgage or charge at the office.

Register of mortgages to be kept.

61. Every Register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day when such Register is open are appointed for inspection.

Register of holders of debentures.

GENERAL MEETINGS.

62. A General Meeting shall be held within three months from the date of incorporation of the Company and thereafter once at least in every year at such time (not being more than 15 months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if no other time or place is prescribed at such time and place as may be determined by the Directors.

General meetings to be held.

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

Distinction between Ordinary and Extraordinary Meetings.

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

When Extraordinary Meeting to be called. Requisition.

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

65. Thirty clear days' notice to the members specifying the place, day and hour of meeting and in case of special business the general nature of such business shall be given by notice as hereinafter provided and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

Notice of meeting.

As to omission to give notice.

66. The accidental omission to give any such notice to or the non-receipt of such notice by any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

Business of Ordinary Meeting.

67. The business of an Ordinary General Meeting shall be to receive and consider the balance sheet and profit and loss account and the report of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation, or otherwise, to declare dividends and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

Quorum.

68. Two persons personally present and holding or representing by proxy or attorney or as representative of a corporation not less than one half in nominal amount of the subscribed capital of the Company for the time being shall be a quorum for all purposes at any general meeting.

Quorum to be present when business commences.

69. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

Chairman of General Meeting.

70. The Chairman of the Directors shall be entitled to take the chair at every General Meeting or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.

When, if quorum not present, meeting to be dissolved and when to be adjourned.

71. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum and may transact the business for which the meeting was called.

How questions to be decided at meetings.

72. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

Casting vote.

What is to be evidence of the passing of a resolution where poll not demanded.

73. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least three members or by a member or members present in person or by proxy or representative and holding or representing and entitled to vote in respect of at least one-tenth part of the capital of the Company, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

Poll.

74. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

Power to adjourn General Meeting.

75. The Chairman of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

In what cases poll taken without adjournment.

76. Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment shall be taken at the meeting and without adjournment.

Business may proceed notwithstanding demand of poll.

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

VOTES OF MEMBERS.

Votes of members.

78. On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy or attorney shall have one vote. Upon a poll every Shareholder who is present in person or by proxy shall be entitled to one vote for each share held by him.

Proxies. Company being a member of this Company.

79. Upon a poll, votes may be given either personally by attorney or by proxy; but no Company which is a member of this Company shall vote by proxy at any meeting of this Company at which there is present a representative of such member Company duly appointed under Article 80 hereof.

Case of a Company being a member of this Company.

80. A corporation, whether a company within the meaning of the Ordinance or not, which is a member of this Company may by resolution of its directors authorise any of its officials or any other person to act as its representative at any meeting of this Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as if he were an individual Shareholder of this Company and at any meeting of this Company the production of a copy of such resolution certified by one director or the secretary of such Corporation as being a true copy of the resolution shall be accepted by this Company as sufficient evidence of the validity of the said representative's appointment and his right to vote. A representative so appointed shall not be deemed to be a proxy.

Vote in respect of shares of deceased and insolvent members.

81. Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint-holders.

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

Instrument of proxy to be in writing.

83. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing; or if such appointor is a corporation, under its Common Seal or under the hand of an officer or attorney so authorized. No person shall be appointed a proxy

who is not a member of the Company and qualified to vote, save that a Corporation being a member of the Company, may appoint as its proxy one of its officers, or some other person though not a member of the Company. Members not resident in Ceylon may appoint and revoke proxies by cable.

84. An instrument of proxy may appoint a proxy either for the purposes of a particular meeting specified in the instrument and any adjournment thereof or it may appoint a proxy for the purposes of every meeting of the Company, to be held before a date specified in the instrument and every adjournment of any such meeting.

85. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office not less than seventy-two hours before the time for holding the meeting at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

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

87. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the effect following or in such other form as the Directors may approve.

William Gossage and Sons (Ceylon) Limited.

I, the undersigned, _____ of _____ being a member of William Gossage & Sons (Ceylon) Limited, hereby appoint _____ of _____ (or failing him _____ of _____) or failing him _____ of _____ as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof (or at every General Meeting of the Company to be held before the _____ day of _____ and at every adjournment of any such meeting).

Signed this _____ day of _____.

DIRECTORS.

88. The number of Directors shall not be less than two and not more than seven.

89. The first Directors shall be appointed by the subscribers to the Memorandum of Association or a majority of them by an instrument in writing under their hands.

90. The Company in General Meeting or the Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. Any Director so appointed shall hold office only until the next Ordinary General Meeting of the Company, but shall be then eligible for re-election.

91. The qualification of a Director shall be the holding of at least one share in the Company. A Director may act before acquiring his qualification but must acquire the same within two months after his appointment or election.

92. At the first Ordinary Meeting and at the Ordinary Meeting in every subsequent year all the Directors shall retire from office. A Director retiring at a Meeting shall retain office until the close or adjournment of the Meeting.

93. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors are not filled up, the meeting shall, unless it shall be determined at any such meeting to reduce the number of Directors, stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating Directors are not filled up, the vacating Directors or such of them as have not had their places filled up shall be deemed to be re-elected at the adjourned meeting.

94. A Director who is about to leave or is absent from the Island of Ceylon may with the approval of the Directors appoint any person to be an alternate Director during his absence from the said Island provided such absence shall not be less than for a period of three months, and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat accordingly, but he shall *ipso facto* vacate office as and when his appointor returns to the said Island, or vacates office as a Director, or removes the appointee from office. Any appointment or removal under this clause shall be effected by notice in writing under the hand of the Director making the same.

95. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in General Meeting may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine, and in default of such determination within the year equally. The Directors shall also be paid their travelling expenses of attending and returning from Board and Committee Meetings.

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

97. Subject to the provisions of the Ordinance in respect of an office of profit a Director may hold any other office under the Company, except that of Auditor, in conjunction with the office of Director, and on such terms as to remuneration and otherwise as the Directors may arrange.

98. The office of a Director shall *ipso facto* be vacated:—

- (a) If he becomes bankrupt or be adjudged insolvent or suspends payment or compounds with his creditors.
- (b) If he is found lunatic or becomes of unsound mind.
- (c) If he ceases to hold the number of shares required to qualify him for office or fails to acquire the same within two months after his appointment or election.
- (d) If he commits any offence punishable under the Ceylon Penal Code and being under the provisions of the Criminal Procedure Code non-bailable.
- (e) If by notice in writing to the Company he resigns his office.
- (f) If he is requested in writing by all his co-Directors to resign.
- (g) If he be removed from office under Article 100 hereof.
- (h) If he fails to pay calls made on him in respect of shares held by him within six months from the date of such calls being made.
- (i) If he or any firm of which he is a partner or any private Company of which he is a Director without the sanction of the Company in General Meeting accepts or holds any office of profit under the Company, other than that of a Managing Director or Managing Agent or Manager or a Legal or Technical Adviser or a Banker.

Proxy either for specified meeting or for a period.

Instrument appointing a proxy to be deposited at the office.

When vote by proxy valid though authority revoked.

Form of proxy.

Number of Directors.
First Directors.

Casual vacancy in Board.

Qualification of Directors.

Retirement of Directors.

If vacancies not filled.

Alternate Directors.

Remuneration of Directors.

Directors may act notwithstanding vacancy.

Director may hold other office.

When office of Director is vacated.

- (j) If he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months whichever is the longer, without leave of absence from the Board of Directors.
- (k) If he fails to disclose his interest in any contract with the Company as required by the next succeeding article.

Directors may contract with company.

99. No Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he does so vote his vote shall not be counted, but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any indemnity against loss which they or any of them may suffer by reason of becoming or being sureties or surety for the Company, nor shall it apply to any contract or arrangement entered into with another Company when the sole interest of a Director is that he is a creditor of that Company nor shall it apply to any contract to subscribe for or to underwrite or guarantee the subscription of any shares or Debentures of the Company, and it may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction by the Company in General meeting. A general notice that a Director is a member of any particular firm or Company or a Director of any particular Company and is to be regarded as interested in any subsequent transaction with such firm or Company shall as regards any such transaction be sufficient disclosure under this clause and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company.

Power to remove Directors.

100. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary resolution appoint another person in his stead.

When Director of this company appointed Director of a subsidiary company.

101. A Director of this Company may be, or become a Director of any company promoted by this Company or in which it may be interested as a vendor, Shareholder or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such company.

MANAGING DIRECTORS.

Power to appoint Managing Director.

102. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

What provisions he will be subject to.

103. A Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

Remuneration of Managing Director.

104. The remuneration of a Managing Director shall from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

Powers and duties of Managing Director.

105. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient, and they may 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 may from time to time revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS.

Meetings of Directors and quorum.

106. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors personally present shall be a quorum.

Director may summon meeting.

107. A Director may at any time, and the Secretary of the Company upon the request of a Director shall convene a meeting of the Directors.

How questions to be decided.

108. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

Proxies permitted.

109. At any meeting of the Directors, a Director appointed by writing under the hand of any other Director or by cable to be the proxy of that other Director may, in addition to exercising his own vote, vote as the proxy for that other Director. Any such appointment of a proxy may be either for any particular meeting or meetings or for any period specified in the appointment.

Chairman.

110. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no Chairman is elected or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of the meeting.

Power of quorum.

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

Power to appoint committees and to delegate.

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

Proceedings of Committee.

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

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

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

115. 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.

Resolution without Board meeting valid.

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

Remuneration for extra service.

MINUTES.

117. The Directors shall cause minutes to be duly entered in books provided for the purpose :—

Minutes to be made.

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

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

POWERS OF DIRECTORS.

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

General power of Company vested in Directors.

119. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power—

Specific powers given to Directors.

- (1) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.
- (3) At their discretion to pay for any property, rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company, and its uncalled capital for the time being or in such other manner as they may think fit.
- (5) To appoint and at their discretion remove or suspend such managers, managing agents, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (7) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (8) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (9) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (11) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
- (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof in or upon such investments or securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (14) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.

To pay preliminary expenses.

To acquire property.

To pay for property in debentures, &c.

To secure contracts by mortgage.

To appoint officers, &c.

To appoint trustees.

To bring and defend actions, &c.

To refer to arbitration.

To give receipts.

To act in bankruptcy matters.

To authorise acceptance, &c.

To invest moneys.

To give security by way of indemnity.

To remunerate by way of percentages.

- To establish Reserve Fund. (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a Reserve Fund to meet contingencies or for equalising dividends or for special dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the Reserve Fund into such special funds as they think fit with full power to employ the assets constituting the Reserve Fund in the business of the Company and that without being bound to keep the same separate from the other assets. And also to carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or place to reserve.
- To carry profits forward. (16) From time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants.
- To make bye-laws. (17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- To make contracts, &c.

LOCAL MANAGEMENT.

120. The following provisions shall have effect :—
- Local management. (1) The Directors may from time to time provide for the management of the affairs of the Company outside Ceylon (or in any special locality in Ceylon) in such manner as they shall think fit and the provisions contained in the six next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- Local Board. (2) The Directors from time to time and at any time may establish any Local Boards or agencies for managing any of the affairs of the Company outside Ceylon or in any specified locality in Ceylon and may appoint any persons to be members of such Local Boards or any managers or agents and may fix their remuneration.
- Delegations. (3) The Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being of any such Local Board or any of them, to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit ; and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.
- Powers of Attorney. (4) The Directors may at any time, and from time to time by power of attorney under the Seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit ; and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any Local Board established as aforesaid or in favour of any Company or of the members, Directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.
- Sub-delegation. (5) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- Branch Register. (6) The Company may cause to be kept in the United Kingdom a Branch Register of members resident in the United Kingdom and the Directors may from time to time make such regulations as they may think fit respecting the keeping of any such branch register, such regulations not being inconsistent with the provisions of the Ordinance.
- Local laws. (7) The Directors may comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.

THE SECRETARY.

- Secretary may be appointed. 121. The Directors may from time to time appoint and at discretion remove a person, firm or Company (hereinafter called the Secretary) to keep the register, to perform any other functions which by the Articles for the time being of the Company are to be performed by the Secretary, and to execute any other duties which may from time to time be assigned to the Secretary by the Directors.

- Temporary substitute. 122. The Directors may at any time appoint a temporary substitute for the Secretary, who shall for the purposes of these presents be deemed to be the Secretary.

THE SEAL.

- Custody of Seal. 123. The Directors shall provide for the safe custody of the seal, and the seal shall not be affixed to any instrument except by the authority of the Directors or a Committee of the Directors previously given. Every instrument to which the seal is affixed shall be signed by one Director at the least and shall be countersigned by the Secretary or some other person appointed by the Directors or a Committee of the Directors.

ANNUAL RETURNS.

- Annual returns. 124. The Company shall make the requisite annual returns in accordance with the Ordinance.

DIVIDENDS.

- How profit shall be divisible. 125. Subject as aforesaid, the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively.

- Declaration of dividends. 126. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.

- Restrictions on amount of dividend. 127. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

128. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits, and no dividend shall carry interest as against the Company.

Dividend out of profits only and not to carry interest.

129. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

What to be deemed net profits. Interim dividends.

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

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

Dividend and call together.

132. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Effect of transfer.

133. The Directors may retain the dividends payable upon shares in respect of which any person is under the Transmission Clause entitled to become a member or which any person under that Clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

Retention in certain cases.

134. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Dividend to joint-holders.

135. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Payment by post.

136. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

Unclaimed dividends.

CAPITALISATION OF PROFITS AND RESERVES.

137. The Company in General Meeting may, upon the recommendation of the Directors resolve that it is desirable to capitalise any undivided profits of the Company not required for paying the fixed dividends on any Preference Shares (including profits carried and standing to the credit of any reserve or reserves or other special account), and accordingly that the Directors be authorized and directed to appropriate the profits resolved to be capitalised to the Members who would have been entitled to receive the same had such sum been distributed in cash in accordance with their rights, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or securities of the Company of a nominal amount equal to such profits, such shares, debentures or securities to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, debentures or securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares, debentures or securities becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

Power to capitalise.

BOOKS AND DOCUMENTS.

138. The Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company and of the assets, credits and liabilities of the Company.

Books of account to be kept.

139. The books of accounts shall be kept at the Office or at such other place as the Directors think fit.

Where to be kept.

140. The Directors shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations, the accounts and books and documents of the Company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or by a Resolution of the Company in General Meeting.

Inspection by members.

ACCOUNTS AND BALANCE SHEETS.

141. The Directors shall as required by the Ordinance cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in these sections.

Directors' Report and accounts.

142. The profit and loss account shall, in addition to the matters referred to in the Ordinance, 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 expenses of the establishment, salary and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the Meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition unless the Company in General Meeting shall otherwise determine, of the reason why only a portion of such expenditure is charged against the income of the year.

Profit and Loss account.

AUDIT.

143. Every balance sheet and profit and loss account or income and expenditure account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

Accounts to be audited.

Audit provisions.

144. The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and the following provisions shall have effect, that is to say :—

- (1) A Director or officer of the Company and a partner of such Director or officer, and any person indebted to the Company shall not be capable of being appointed Auditor of the Company.
- (2) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members either by advertisement or in any other mode allowed by the Articles not less than seven days before the Annual General Meeting.

Provided that if after notice of the intention to nominate an Auditor has been so given an Annual General Meeting is called for a date fourteen days or less after the notice has been given, the notice though not given within the time required by this provision shall be deemed to have been properly given for the purposes thereof and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Annual General Meeting.

- (3) The first Auditors of the Company may be appointed by the Directors and, if so appointed, shall hold office until the first Annual General Meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.
- (4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act.

Remuneration of Auditors.

145. The remuneration of the Auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed before the first Ordinary Meeting or to fill any casual vacancy may be fixed by the Directors.

Rights and duties of Auditors.

146. (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

(2) The Auditors shall make a report to the members of the Company on the accounts examined by them and on every balance sheet and profit and loss account or income and expenditure account laid before the Company in General Meeting during their tenure of office and the report shall state :—

- (a) Whether or not they have obtained all the information and explanations they have required ; and
- (b) Whether or not, in their opinion, the balance sheet and the profit and loss account or income and expenditure account referred to in the report are drawn up in conformity with the law ; and
- (c) Whether or not such balance sheet exhibits a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the Company ; and
- (d) Whether in their opinion books of account have been kept by the Company as required by the Ordinance.

When accounts to be deemed finally settled.

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

NOTICES.

How notices to be served on members.

148. (1) A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Ceylon) to the address, if any, within Ceylon supplied by him to the Company for the giving of notices to him.

(2) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

Notices on members having no registered address.

149. If a member has no registered address in Ceylon, and has not supplied to the Company an address within Ceylon for the giving of notices to him, a notice posted up in the registered office of the Company shall be deemed to be duly given to him at the expiration of thirty days from the time when it is so posted up.

Notice by advertisement.

150. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles shall be sufficiently given by advertisement.

Mode of giving notice by advertisement.

151. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

Notice to joint-holders.

152. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

Notices on persons acquiring shares on death or insolvency of member.

153. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in Ceylon supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred.

Persons entitled to notice of General Meetings.

154. Notice of every General Meeting shall be given in some manner hereinbefore authorized to (a) every member of the Company except those members who (having no registered address within Ceylon) have not supplied to the Company an address within Ceylon for the giving of notices to them and also to (b) every person entitled to a share in consequence of the death or insolvency of a member, who, but for his death or insolvency, would be entitled to receive notice of the meeting. No other persons other than the auditors shall be entitled to receive notices of General Meetings.

How notice to be signed.

155. The signature to any notice to be given by the Company may be written or printed.

SECRECY CLAUSES.

156. Every Director, Manager, Auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Secrecy Clause.

157. No member shall be entitled except to the extent expressly permitted by the Ordinance or these regulations to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

Members not entitled to information.

WINDING-UP.

158. (1) If the Company shall be wound-up, whether voluntarily or otherwise the Liquidators may with the sanction of an Extraordinary Resolution divide among the contributories in specie or kind 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 or any of them as the liquidators, with the like sanction, shall think fit.

Distribution of assets in specie.

(2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to section 234 of the English Companies Act of 1929.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the Liquidator to sell his proportion and pay him the net proceeds, and the Liquidator shall, if practicable, act accordingly.

159. 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 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.

Shareholders may purchase in event of winding up, &c.

INDEMNITY.

160. Subject to the provisions of the Ordinance every Director, Manager and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

Indemnity.

161. Subject to the provisions of the Ordinance no Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

Individual responsibility of Directors.

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—

G. T. HALE.
F. C. ROWAN.
P. M. DUGGAN.
F. G. DAWES.
JOS. F. MARTYN.
E. GREGORY.
HARRY T. PERERA.

Witness to all the above signatures at Colombo, this 17th day of September, 1938.

JAMES A. NAIDOO,
Proctor, Supreme Court.

Auction Sale.

In the District Court of Colombo.

Pathberiyage Dona Mary Nona Hamine of Pore in the
Palle pattu of Hewagam korale Plaintiff.
No. 6,046/M. Vs.
Suriya Aratchige Nelis Perera of Aturugiriya in the
Palle pattu of Hewagam korale Defendant.

UNDER mortgage decree in D. C. Colombo case
No. 6,046/M, I shall put up for sale by public auction at the
spot on Friday, December 9, 1938, at 5 p.m. for the recovery
of the sum of the decree, the following, to wit:—

An undivided half part or share of a defined portion
towards the south, out of the land in extent 20 acres and
16 perches, situated at Aturugiriya (at the corner of the

Friday Bazaar) in the Palle pattu of Hewagam korale in the
District of Colombo, Western Province, and which defined
portion towards the south is bounded on the north by a
portion of this land purchased by Pathberiyage Don
Punchappuhamy, on the east by a portion of this land of
Don Manuelge Neris, on the south by the high road, and
on the west by a portion of this land of Mailange Abram
Perera, containing in extent 1 acre, including the entirety
of the building erected by the defendant and of the trees
and plantations standing thereon.

For further particulars apply to Fritz. Mack, Esq.,
Proctor, Hulftsdorp, Colombo, or—

R. C. MC. HEYZER,
Auctioneer and Broker.

Phone: 992.

**Auction Sale under Mortgage Decree in Case No. 7,402 (M),
D. C., Colombo.**

*Two Valuable Properties with the buildings thereon situated at
Nawala.*

H. M. Perera of Welikada Plaintiff.

Vs.

C. A. L. Amarasekera of Makangama Defendant.

BY virtue of the commission issued to me in the above case for the recovery of the sum of Rs. 714.40, with further interest and costs, I shall sell by public auction, on Thursday, December 15, 1938, commencing at 5 P.M., at the respective spots, the following properties, to wit:—

1. All that allotment of land called and known as Pelengahawatta, together with all the buildings, trees, and plantations standing thereon, situated at Nawala in the Palle pattu of Salpiti korale in the District of Colombo, Western Province; and bounded on the north by a portion of the said land, on the east by high road, on the south by a portion of the same land of Siyadoris Costa, and on the west by field; containing in extent 1 rood.

2. All the right, title and interest of in, to, upon and out of all that land called and known as Pelengahawatta and in all the trees and plantations, together with the entirety of the buildings standing thereon, situated at Nawala aforesaid; and bounded on the north by a portion of the land belonging to Marthina Cooray, on the east by the high road, on the south by a portion of the land belonging to the vendor, and on the west by field; containing in extent 1 rood.

For further particulars apply to D. R. de S. Abhayanayake, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

161, Hulftsdorp street,
Colombo.

A. V. PERERA,
Auctioneer and Broker.

**Auction Sale under Mortgage Decree in Case No. 4,506M,
D. C., Colombo.**

*Valuable Properties at Kumbaloluwa in Veyangoda,
belonging to Hewagepedi Jumba and Gunaya.*

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, December 10, 1938, commencing at 4 P.M. at the respective spots:—

(1) An undivided eastern side $\frac{1}{2}$ part or share of Wekandelanda, situated at Kumbaloluwa in the Meda pattu of Siyane korale in the District of Colombo, Western Province; in extent 20 acres 1 rood and 20 perches. (2) The land called Wekada landa, situated at Kumbaloluwa aforesaid, in extent 1 acre. (3) An undivided $\frac{1}{2}$ part or share of the land called Siyambalagahawatta, situated at Kumbaloluwa in extent 1 acre. (4) Undivided $\frac{1}{12}$ part or share from and out of the land called Wekadadeniya, situated at Kumbaloluwa in extent 6 acres and 19 perches, and $\frac{1}{2}$ part or share of a portion of the same land in extent 4 acres and 19 perches, after excluding a portion of land in extent 2 acres from the eastern side, together with all the trees, plantations and everything belonging to the said four portions of land.

161, Hulftsdorp,
Colombo.

A. V. PERERA,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

In the District Court of Colombo.

Rajapassa Pathirenehelage Nona Babahamy of Udatuttiripitiya in the Meda pattu of Siyane korale Plaintiff.
No. 6,477-M.

Vs.

(1) Hewawasam Haggalage Punchinola of Udatuttiripitiya aforesaid, as legal representative of the estate of Mayadunnage Siyadonis Appahamy of Udatuttiripitiya, deceased, and as legal representative of the estate of Mayadunnage Nonahamy, deceased, and another Defendants.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Monday, December 12, 1938, at the respective spots commencing from 3 P.M. :—

1. All that divided portion marked lot 1 of the allotment of land called Millagahakumbura and Millagahakumbura Pillewa, situated at Udatuttiripitiya in the Meda pattu of Siyane korale in Colombo District, Western Province; containing in extent 1 rood and 34.37 perches.

2. All that divided portion marked lot 4 of the allotment of land called Millagahakumbura and Millagahakumbura Pillewa, situated at Udatuttiripitiya aforesaid, in extent 20.28 perches.

3. All that divided portion marked lot 5 of the allotment of land called Millagahakumbura and Millagahakumbura Pillewa, situated at Udatuttiripitiya aforesaid, in extent 1 rood and 12 perches.

4. All that divided portion marked lot 6 of the allotment of land called Millagahakumbura and Millagahakumbura Pillewa, situated at Udatuttiripitiya aforesaid, in extent 2 acres and 13.03 perches.

5. All that divided portion marked lot 7 of the allotment of land called Millagahakumbura and Millagahakumbura Pillewa, situated at Udatuttiripitiya aforesaid, in extent 3 roods and 2 perches.

Further particulars from M. E. P. Samarasinghe, Esq., Proctor, Supreme Court, Colombo, or—

FRANCIS F. KRISHNAPILLAI, F.A.L.P.A.,
167, Hulftsdorp. Auctioneer and Broker.

Auction Sale under Mortgage Decree.

Of Valuable House Property at Dehiwala.

In the District Court of Colombo.

Dr. Rajaratnam William Grosseotte Thanbyah of Kurunegala Plaintiff.
No. 8,133-M.

Vs.

Lazarus Francis Perera Wijeyaratne Jayawardena of Albert place, Dehiwala Defendant.

UNDER commission issued to me in the above case, I shall sell by public auction on Friday, December 9, 1938, at the respective spots commencing from 4.30 P.M. for the recovery of the amount stated in the decree less a sum of Rs. 175 :—

1. All that divided portion with the trees, buildings, and plantations thereon, from and out of all that allotment of land marked lot B2 (being a portion of lot B which is a portion of all that allotment of land bearing lot No. 11A in the registered plan No. 1) of the land called Alutwatta, situated at Dehiwala District of Colombo, which said divided portion marked B2B in plan No. 695 dated October 10, 1926, in extent 1 rood and 21.5 perches.

2. All that defined portion from and out of all that allotment of land marked lot B2 aforesaid which said divided portion is marked B2D in the plan No. 695 in extent 39 perches.

From the above two allotments the portion acquired by the U. D. C. of Dehiwala-Mt. Lavinia is excluded.

The above allotments bear assessment Nos. 41C, 42, 42A, and 43.

Further particulars from A. Ariaratnam, Esq., Proctor, Supreme Court, Colombo, or—

FRANCIS F. KRISHNAPILLAI, F.A.L.P.A.,
167, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

*Very Valuable Property at 3rd Division, Maradana,
Colombo.*

UNDER commission issued to me in case No. 5,869, D. C., Colombo, I shall sell by public auction on December 12, 1938, at 5 P.M. at the spot :—

Premises with the buildings thereon formerly bearing assessment No. 84 and presently Nos. 609/4-5, 611 and 613, Maradana road in 3rd Division, Maradana, containing in extent 20 $\frac{50}{100}$ perches, for the recovery of the amount of the decree, less Rs. 1,005. This sale is subject to primary mortgage created by bond No. 334, dated January 22, 1929. Full particulars from S. Ratnakaram, Esq., Proctor, Supreme Court, and Notary Public, Colombo, or—

A. P. KOELMEYER,
21, Belmont street, Hulftsdorp. Commissioner.

**Auction Sale under Mortgage Decree in Case No. 4,593,
D. C., Colombo.**

SALE on Saturday, December 10, 1938, at 4.30 P.M. at the spot:—All that allotment of land called Kongahawatta and Kahatagahawatta, situated at Kamuwana in Ragama pattu of Alutkorale, and bounded on the north by Jalela, east by land of Peter de Soysa, south by land of the heirs of Wathuppedige Juan Fernando, and on the west by land of Assarapungge Louis Silva and others, in extent 2 roods 26.8 perches as per plan No. 411 of April 24, 1914, by J. D. S. Gunasekera, Surveyor.

D. J. WICKREMESINGHE,
233, Hulftsdorp street, Colombo. Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, case No. 37,154 entered in favour of J. Macleod Campbell of Trinity College, Kandy, against J. H. Meedeniya, substituted defendant and others, I shall sell by public auction at 12 noon on December 10, 1938.

(1) Gangoda estate, situated at Gangoda in Kegalla; containing in extent 188 acres and 2½ perches with every thing thereon. (2) All that old coconut land marked lot 1 known as Welimanne Walauwewatta and Ibbawature of 6 acres and 28 perches in extent, situated as aforesaid. Both lands will be sold at the estate bungalow.

For further particulars apply to Messrs. Wilson & Kadirgamar, Proctors, Colombo, or to me—

A. R. WICKREMESEKERE,
146, Trincomalee street, Kandy. Auctioneer.

Auction Sale under Mortgage Decree in D. C., Galle,
Case No. 34,567.

I shall sell by public auction the following property on Wednesday, December 14, 1938, at 2 P.M. at the spot:—

(2) An undivided ¼ part of the soil and of every thing standing on Suriyakanattekal, situated at Haburugala in Bentota, in extent 10 acres 2 roods and 12 perches.

Ratnagiri, D. G. RATNAPALA,
Unawatuna, November 8, 1938. Auctioneer.

Auction Sale under Mortgage Decree in D. C., Galle,
Case No. 36,240.

I shall sell by public auction the following property on Saturday, December 10, 1938, at 3 P.M. at the spot:— All that the soil and trees with the building bearing Municipal assessment No. 28 standing thereon of the land called the defined portion of Kalluwelawatta alias Warawatta, situated at Kumbalwela (Kalluwella), Galle, containing in extent 22 21/100 perches.

Ratnagiri, D. G. RATNAPALA,
Unawatuna, November 7, 1938. Auctioneer.

Auction Sale.

UNDER mortgage decree in D. C., Galle, case No. 27,543, I shall sell by public auction on December 9, 1938, commencing at 9 A.M. on land No. 2 the premises Nos. 1 to 15 and 18 and on December 10, 1938, commencing at 9 A.M. on land No. 19 the premises Nos. 16, 17 and 19 to 22, to wit:—(1) ¼ of Bokkewela, extent about 8 acres. (2) ½ of P/s of 2, 3 and 4 pl., and 2/5 of Waduwa alias Abirangewatta and the house thereon, extent about 2 acres. (3) P/s of 1 jack tree and 1/20 of Vitanegewatta, extent about 7 acres. (4) 11/20 of Delgahawatta alias Buduketiya, extent about 1 acre. (5) ½ of P/s of 12 coconut trees and 1/70 of Meegahawatta alias Talagahawatta, extent about 4 acres. (6) 1/30 of ½ of P/s and 1/30 of Maralagodakanda, extent about 4 acres. (7) 2/5 of ½ of P/s and 2/5 of Dewatagahawatta, extent about 1½ acres. (8) Wattuwatta, extent about 1½ acres. (9) ½ of Udumugodawatta alias Siyabalalahawatta, exclusive of the P/s of 3 Pl, extent 3 acres and 25 perches. (10) ¼ of Millagahapittaniya, extent about 3 acres. (11) ½ of Kerewa, extent 1 rood and 7 perches. (12) ½ of ½ + 2/9 of Gangabodawatta, extent about 5 acres. (13) ½ of Miyanabokkewatta, extent 3 acres. (14) 1/5 of Hambantotagewatta, extent about 3 acres. (15) ½ of Inakkewatta, extent 4 acres. (16) 1/12 of Maradewela, extent about 17 acres. (17) ½ of Maradewela, extent about 3 acres. (18) ½ of Kerewa, extent about 3 roods. (19) ¾ of Maeakaratura, extent 3 roods and 2 perches. (20) ¾ of Peellagawawela, extent 21 acres 1 rood and 11 perches. (22) ½ of 1 acre of Maradewela, extent 17 acres and 4 perches. The aforesaid shares are all undivided premises Nos. 1 to 5, 7 to 12 and 18, situated at Warapitiya; No. 6 at Bappugoda; No. 13 at Bondupitiya; Nos. 14 and 15 at Bodimaluwa, all in Kalutara District; Nos. 16, 17, 19, 20 and 22, situated at Amugoda; No. 21 at Metiwilyaya in Galle District.

G. SIEBEL DE SILVA,
Ambalangoda, November 14, 1938. Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Matara.

Mr. E. A. Paulas of Galle Plaintiff.
No. 11,017. Vs.

(1) Daunda Marikkar Ummu Aisa and husband, (2) Cassim Lebbe Marikkar Mohamad Yerjees, both of Kotuwegoda, Matara Defendants.

UNDER and by virtue of commission issued to me in the above case for the recovery of the sum of Rs. 6,214.41, with interest on Rs. 3,393.66 at 12 per cent. per annum

from March 18, 1936, till date of decree and thereafter legal interest on the aggregate amount from date of decree till payment in full and costs of this action Rs. 337.55 + Rs. 20 being costs of the day, I shall sell by public auction the under-mentioned properties on Saturday, December 10, 1938, at the respective spots at the times mentioned below:—

Properties referred to above.

(1) At 9.30 a.m.—All that the soil and trees and the upstairs tiled boutique standing thereon and bearing assessment No. 183 at present (and formerly assessment Nos. 19 and 182) on the row of boutiques along the river and situated at the Government Esplanade, Kotuwegoda in the Four Gravets of Matara; and containing in extent 4.6 perches.

(2) At 10.15 a.m.—All those three boutiques standing towards the north-east of the Fish market on the Government Esplanade, situated at Kotuwegoda aforesaid, and bearing assessment Nos. 334 and 335 at present (and formerly assessment Nos. 14 and 142) and which said 3 boutiques are 16 feet long and 12 feet wide as mentioned in the former deeds but are at present in extent 24 feet long and 28 feet wide.

(3) At 11 a.m.—All that the field called Radawaketiya, situated at Naimana in the Four Gravets aforesaid; and containing in extent 3 pelas of paddy sowing.

(4) At 2 p.m.—All that undivided ½ part of the soil and trees of the defined portion marked "F" on the southern side of the road of the land called Mahapadiliyawatta, situated at Dickwella in Wellaboda pattu of Matara; and containing in extent about 1½ acres.

(5) At 4 p.m.—All that undivided ½ part of the land called Indurukuna, situated at Bandattara in Gangaboda pattu of Matara; and containing in extent 3 acres 3 roods and 5 perches.

(6) At 4.45 p.m.—All that the field called Totaketiya, situated at Kitalagama in Gangaboda pattu aforesaid; and containing in extent 2 bags of paddy sowing and all the right, title and interest whatsoever of the said defendants in, to, upon or out of the said several premises. For further particulars please apply to G. E. Dantanarayana, Esq., Proctor, Supreme Court, Matara, or to me—

S. D. S. NANAYAKKARA,
Matara, November 10, 1938. Commissioner.

APPLICATION FOR FOREIGN LIQUOR
LICENCES, &c.

We hereby give notice that we have on May 19, 1938, applied to the Government Agent, Western Province, Colombo, for the licensing shown in the schedule hereto annexed, for the licensing period ending September 30, 1939, in compliance with Excise Notification No. 200 of September 30, 1930:—

Name and address of applicant: Dodwell & Co., Ltd., Colombo.

Description of licence applied for: Wholesale licence.

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

Situation of premises to be licensed: Point Stores bearing assessment No. 130, Glennie street, Slave Island.

DODWELL & COMPANY, LIMITED.

Election of Trustees—Holy Trinity Church.

A general meeting of the seat holders of Holy Trinity Church, Colombo, will be held on Sunday, December 18, 1938, in the Church after morning prayers for the election of three Trustees and for the transaction of such other business duly brought before the meeting.

November 15, 1938.

A. LOUIS DE WITT,
Hony. Secretary.

St. Andrew's Church, Haputale.

A General Meeting of the Congregation of St. Andrew's Church, Haputale, will be held in the Resthouse, Haputale, on Monday, December 5, at 9.30 A.M. to elect Trustees and an Auditor.

V. B. SMITH,
Hony. Secretary and Treasurer.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Customs Sale.

NOTICE is hereby given that the under-mentioned goods will be sold by public auction at No. 15 Warehouse on Tuesday, November 29, 1938, at 1.30 P.M. :—

Confiscated Goods.

- No. CA/TMR 56—Invoice No. 135 of September 15, 1938—7 pieces (175 yards) Japanese Artificial Silk.
No. CA/TMR 69—Invoice No. 11 of September 29, 1938—4 pieces (36 yards) Japanese Artificial Silk.

The purchaser of the goods will be required to produce a Textile Quota Licence for 1938 to cover their import.

H. M. Customs, Colombo, November 8, 1938. R. N. BOND, for Principal Collector.

Ng/Weragodamulla Sinhalese Mixed School.

NOTICE is hereby given that the above school situated in the Alutkuru korale north, Negombo District of the Western Province, under the management of the Colombo Buddhist Theosophical Society, Ltd., has been registered as a grant-in-aid school with effect from July 1, 1938.

Education Office, Colombo, November 18, 1938. L. McD. ROBISON, Director of Education.

J/Delft North-West West Maheswary Tamil Mixed School (H. B. E.)

NOTICE is hereby given that the above school situated in the Islands Division, Jaffna District of the Northern Province, under the management of the Hindu Board of Education, Jaffna, has been provisionally registered with effect from October 1, 1938.

Education Office, Colombo, November 18, 1938. L. McD. ROBISON, Director of Education.

C/Urapola English Night School.

NOTICE is hereby given that the above school situated in the Siyane korale east, Colombo District of the Western Province, under the management of the Colombo Buddhist Theosophical Society, Ltd., has been registered as a grant-in-aid school with effect from October 1, 1937.

Education Office, Colombo, November 18, 1938. L. McD. ROBISON, Director of Education.

Notice.

NOTICE is hereby given that Ch/Chilaw Sinhalese Mixed School has been registered under the management of the Colombo Buddhist Theosophical Society from May 1, 1938.

Education Office, Colombo, November 9, 1938. L. McD. ROBISON, Director of Education.

Debarring of Head Teacher.

IT is hereby notified for general information that the teacher particulars of whom are given below is debarred from holding the post of a Head Teacher for one year with effect from December 1, 1938 :—

Name of Teacher : Murugesu Sinnathamby.
Registration Number : P. V. 11439.
Particulars of Certificate : 1st Class Trained (Vernacular).
School in which the teacher was employed at the time the offence was committed : J/Thondaimanar T. M., School.
Management : Private.

Reason for Debarring : (1) Falsification of Registers.
(2) Violation of Clause 16 (b) of the Code of Regulations for Assisted Vernacular and Bilingual Schools.

Education Office, Colombo, November 10, 1938. L. McD. ROBISON, Director of Education.

Change of Management.

NOTICE is hereby given that Mr. K. Subramaniam has been appointed Manager of the Schools mentioned below in place of Mr. S. Ratnam with effect from October 24, 1938.

Schools referred to : J/Vaddukodai West T. M. (Pri.) School.

Education Office, Colombo, November 14, 1938. L. McD. ROBISON, Director of Education.

Change of Management.

NOTICE is hereby given that Mr. C. E. Gooneratne has been appointed Manager of the schools mentioned below in place of Mr. G. C. H. Kotalawela.

Schools referred to : Bd/Dharmaduta College, Badulla ; Bd/Sujatha Girls' School, Badulla.

Education Office, Colombo, November 11, 1938. L. McD. ROBISON, Director of Education.

Change of Management.

NOTICE is hereby given that the Rev. R. W. Stopford has been appointed Manager of the schools mentioned below in place of the Rev. F. H. Outram.

Schools referred to : K/Getambe St. John's English School ; K/Wattegama Christ Church English School ; K/Gampola St. Andrew's English School ; K/Pussellawa Holy Trinity English School ; K/Nawalapitiya St. Andrew's English School.

Education Office, Colombo, November 11, 1938. L. McD. ROBISON, Director of Education.

Change of Management.

NOTICE is hereby given that Dr. W. L. Vitharana has been appointed Manager of the schools mentioned below in place of Mr. P. Mapalagama with effect from March 29, 1938.

Schools referred to : K/Pallemahaiyawa S. M. School ; K/Galaha S. M. School ; K/Palipana S. M. School.

Education Office, Colombo, November 10, 1938. L. McD. ROBISON, Director of Education.

J 693

In the matter of The Ceylon Commercial Freighters, Limited, and in the matter of the Joint Stock Companies Ordinance, No. 4 of 1861, and Ordinance No. 22 of 1866.

WHEREAS there is reason to believe that The Ceylon Commercial Freighters, Limited, which was incorporated on December 8, 1930, under the provisions of the Joint Stock Companies Ordinance, No. 4 of 1861, is not carrying on business or in operation :

Now know Ye that I, Edwin Roland de Silva, Registrar of Companies, acting under section 295 (5) of the Companies Act, 1929, read with Ordinance No. 22 of 1866, and in pursuance of the notification dated August 1, 1938, in the *Ceylon Government Gazette* No. 8,385 of August 5, 1938, hereby declare that the name of The Ceylon Commercial Freighters, Limited, was struck off the register of Joint Stock Companies kept in this office, and the company is hereby dissolved.

Registrar-General's Office, Colombo, November 9, 1938. E. R. DE SILVA, Registrar of Companies.

J 788

In the matter of Regina Perfumery Company, Limited, and in the matter of the Joint Stock Companies Ordinance, No. 4 of 1861, and Ordinance No. 22 of 1866.

WHEREAS there is reason to believe that Regina Perfumery Company, Limited, which was incorporated on October 29, 1936, under the provisions of the Joint Stock Companies Ordinance, No. 4 of 1861, is not carrying on business or in operation :

Now know Ye that I, Edwin Roland de Silva, Registrar of Companies, acting under section 295 (5) of the Companies Act, 1929, read with Ordinance No. 22 of 1866, and in

pursuance of the notification dated August 4, 1938, in the *Ceylon Government Gazette* No. 8,387 of August 12, 1938, hereby declare that the name of Regina Perfumery Company, Limited, was struck off the register of Joint Stock Companies kept in this office, and the company is hereby dissolved.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 15, 1938. Registrar of Companies.

Vacancies—Co-operative Department.

FOUR vacancies for Sub-Inspectors, two for the Central Division (Kandy), and two for the Western Division (Colombo): salary scale Rs. 600—60—1,200 per annum with Efficiency Bars before Rs. 720 and Rs. 900.

The appointments will be non-pensionable and terminable at 3 months' notice. Selected candidates will be required to contribute at least 5 per cent. of their salary to a Provident Fund. Leave as for Government Servants of corresponding salary. Only candidates with a sound working knowledge of Sinhalese, who are not less than 23 years of age and have passed at least the Cambridge Senior Examination, need apply. Proficiency in Accounts will be a recommendation.

Applications in writing to Registrar, Co-operative Societies, before November 29, 1938.

Only copies of testimonials should be sent with the application.

G. DE SOYSA,
Acting Registrar, Co-operative Societies.
Colombo, November 12, 1938.

The Rubber New Planting Regulations, 1938.

List of Approved Clones and of Approved Clonal Seeds.

IN terms of Regulation No. 10 of the Rubber New Planting Regulations, 1938, a list of approved clones and approved clonal seeds is hereby notified.

(1) Approved Clones.

A.V.R.O.S.	49
Beau Sejour	3
Bodjong Datar	5, 10
Bogoreddjo	2
Cultuurtuin	88
Glenshiel	11
Hilleroft	28 and 55
Millakande	1/1, 3/2
Milleniya	113
Pilmoor	B. 84, D. 65
Prang Besar	25, 86, 186
Prag Besar	5/51, 5/60, 5/139, 5/37, 5/76, 5/122, 5/5, 5/39, 5/155, 5/43, 5/57, 5/93, 6/9, 6/24, 6/50, 6/37, and 6/5.
Rubana	393
Rubber Research Scheme	1, 4, 6, A, D, E, G.
Sabrang	24
Tandjong Kemala	12, 26
Tjirandji	1, 16
Wagga	6278
Waringiana	4
Wawulugala	259.

The above clones are not all of equal merit. They are arranged in alphabetical order, without reference to any other consideration of priority.

(2) Clonal Seed.

Prang Besar estate—Isolated seed-gardens.
Pilmoor estate—Duoclone area (A. 44 and B. 84).

P. SARAVANAMUTTU,
Rubber Controller.

L. D.—B 162/38

Licensing of Omnibuses.

IT is hereby notified for general information that on the recommendations of the Motor Traffic Advisory Board, the following principles have been adopted for the purposes of the licensing of omnibuses under the Motor Car Ordinance,

No. 45 of 1938, for the period April 1, 1939, to December 31, 1939:—

1. The routes in respect of which licences will be issued are classified as follows:—

- (a) Main Routes.
- (b) Subsidiary Routes.
- (c) Local Routes.

The list of classified routes is shown in the Schedule to this notice.

2. Every omnibus licence will be of one of the following classes:—

- Class A.*—Licence for a regular service, *i.e.*, a service to be provided daily or on not less than five days each week.
- Class B.*—Licence for a relief service, *i.e.*, authorizing an omnibus to be used in substitution for an omnibus in the same ownership which is licensed for a regular service but which is temporarily not in use.
- Class C.*—Licence for an occasional service on specified days, whether under contract or agreement or otherwise.

3. (1) A licence for a regular service will be issued only in respect of—

- (a) one main route; or
- (b) one local route; or
- (c) one or more subsidiary routes.

(2) A licence in respect of a main route may also authorize a service on one or more subsidiary routes.

4. An omnibus licensed for a relief service on any route must not be used on that route except in order temporarily to replace another omnibus registered in the name of the same owner and licensed to provide a regular service on that route.

5. The nature of the service authorized to be provided under a licence will be indicated by means of some distinguishing mark on the licence or by the use of a distinguishing colour.

CARL E. ARNDT,
Commissioner of Motor Transport.

Colombo, November 15, 1938.

SCHEDULE.

Classified Omnibus Routes.

No. of Route.	Route.
G	Colombo-Galle (Main route)
	"A" Subsidiary Routes to G.
G	1 .. Colombo-Panadure
G	2 .. Colombo-Kalutara
G	3 .. Colombo-Alutgama
G	4 .. Kalutara-Ambalangoda
G	5 .. Galle-Elpitiya
G	6 .. Galle-Matara
G	7 .. Galle-Tangalla
G	8 .. Galle-Hambantota
	"B" Subsidiary Routes to G.
GC	1 .. Panadure-Ratnapura
GC	2 .. Panadure-Ingiriya
GC	3 .. Kalutara-Bandaragama (via Waskaduwa Junction)
GC	4 .. Kalutara-Yala (via Galpata)
GC	5 .. Kalutara-Matugama (via Tebuwana and Warakagoda)
GC	6 .. Kalutara-Kallawellawa (via Matugama)
GC	7 .. Kalutara-Badureliya (via Matugama)
GC	8 .. Alutgama-Meegahatenne
GC	9 .. Alutgama-Matugama
GC	10 .. Ambalangoda-Batapola (via Kahawe)
GC	11 .. Galle-Baddegama
GC	12 .. Galle-Udugama
GC	13 .. Galle-Deniyaya
GC	14 .. Galle-Akuressa
GC	15 .. Matara-Deniyaya
GC	16 .. Matara-Akuressa
GC	17 .. Matara-Makundara
GC	18 .. Matara-Hakmana
GC	19 .. Matara-Tangalla (via Beliatta)
GC	20 .. Matara-Dickwella (via Beliatta)
GC	21 .. Tangalla-Wiraketiya
GC	22 .. Hambantota-Tissa
GC	23 .. Hambantota-Bandarawela (via Wellawaya)
R	Colombo-Ratnapura (Main route) (via High Level Road)

" A " Subsidiary Routes to R.		No. of Route.	Route.
No. of Route.	Route.	M	2 .. Kandy-Nawalapitiya
R 1 ..	Colombo-Homagama	M	3 .. Kandy-Gampola
R 2 ..	Colombo-Padukka	M	4 .. Nawalapitiya-Ginigathena
R 3 ..	Colombo-Avissawella (via HL. road)	M	5 .. Nuwara Eliya-Hatton
R 4 ..	Avissawella-Ratnapura	M	6 .. Nuwara Eliya-Nanu-oya
R 5 ..	Ratnapura-Bandarawela	M	7 .. Hatton-Talawakele
R 6 ..	Ratnapura-Balangoda		
" B " Subsidiary Routes to R.			
RC 1 ..	Colombo-Hanwella Junction of Low and High Level roads (via L. L. road)	N	.. Kandy-Nuwara Eliya (via Ramboda)
RC 2 ..	Colombo-Nawagomuwa	N	1 .. Gampola-Pupuressa
RC 3 ..	Colombo-Migoda (via Aturugiriya)	N	2 .. Gampola-Pussellawa
RC 4 ..	Padukka-Ingiriya	N	3 .. Gampola-Talawakele (via Pussellawa and Watagoda)
RC 5 ..	Hanwella-Anguruwatota (via Horana)		
RC 6 ..	Hanwella-Labugama		
RC 7 ..	Avissawella-Deraniyagala		
RC 8 ..	Avissawella-Kitulgala		
RC 9 ..	Ruanwella-Eheliyagoda (via Dehiowita)		
RC 10 ..	Ratnapura-Kalawana		
RC 11 ..	Ratnapura-Asseduma (Wewalwatta)		
RC 12 ..	Ratnapura-Rakwana		
RC 13 ..	Ratnapura-Hambantota (via Embilipitiya)		
RC 14 ..	Ratnapura-Embilipitiya		
RC 15 ..	Ratnapura-Pallewella		
RC 16 ..	Balangoda-Pinnawala		
RC 17 ..	Bandarawela-Monaragala		
RC 18 ..	Bandarawela-Wellawaya		
RC 19 ..	Bandarawela-Welimada		
RC 20 ..	Bandarawela-Poonagala		
" C " Subsidiary Routes to R (from Badulla).			
BL ..	Badulla-Bandarawela		
BL 1 ..	Badulla-Bandarawela (via Namunukula)		
BL 2 ..	Badulla-Welimada		
BL 3 ..	Badulla-Nuwara Eliya (via Ettampitiya)		
K ..	Kandy-Colombo (Main Route)		
" A " Subsidiary Routes to K.			
K 1 ..	Colombo-Kadawatta		
K 2 ..	Colombo-Gampaha (via Miriswatta)		
K 3 ..	Colombo-Yakkala		
K 4 ..	Colombo-Nittambuwa Junct.		
K 5 ..	Colombo-Kegalla		
K 6 ..	Kegalla-Kandy		
K 7 ..	Kadugannawa-Kandy		
" B " Subsidiary Routes to K.			
KC 1 ..	Welisara-Meegahawatta and Ganemulla (via Kadawatta and Kiribathgoda Junct.)		
KC 2 ..	Gampaha-Weliweriya (via Yakkala and Radawana)		
KC 3 ..	Gampaha-Hanwella (via Miriswatta, Weliweriya, and Kirindiwella Junct.)		
KC 4 ..	Nittambuwa Junct.-Kirindiwella Junct. (via Attanagalla)		
KC 5 ..	Nittambuwa Junct.-Attanagala		
KC 6 ..	Nittambuwa Junct.-Ruanwella		
KC 7 ..	Giriulla-Attanagala (via Pasyala)		
KC 8 ..	Giriulla-Niyandurupola (via Warakapola)		
KC 9 ..	Warakapola-Giriulla (via Alawwa)		
KC 10 ..	Alawwa-Katupota (via Narammala)		
KC 11 ..	Galigomuwa-Ruanwella		
KC 12 ..	Kegalla-Polgahawela		
KC 13 ..	Kegalla-Avissawella (via Bulathkohupitiya and Ruanwella)		
KC 14 ..	Kegalla-Tuntota		
KC 15 ..	Kegalla-Bulathkopitiya		
KC 16 ..	Kegalla-Katupitiya		
KC 17 ..	Aranayaka-Katupitiya (direct)		
KC 18 ..	Nawalapitiya-Dolosbage		
KC 19 ..	Nawalapitiya-Talawakele (via Kotmale)		
KC 20 ..	Nawalapitiya-Tispane (via Kotmale)		
KC 21 ..	Ginigathena-Avissawella		
KC 22 ..	Kitulgala-Hatton		
KC 23 ..	Hatton-Campion		
KC 24 ..	Hatton-Bogawantalawa		
KC 25 ..	Hatton-Upcot		
KC 26 ..	Hatton-Maskeliya		
KC 27 ..	Talawakele-Diyagama		
KC 28 ..	Nuwara Eliya-Kirklees		
KC 29 ..	Nuwara Eliya-Ragalla		
KC 30 ..	Nuwara Eliya-High Forest		
" A 1 " Subsidiary Routes to K.			
M ..	Kandy-Nuwara Eliya (via Hatton)		
M 1 ..	Kandy-Hatton		
" A 2 " Subsidiary Routes to K.			
N ..	Kandy-Nuwara Eliya (via Ramboda)		
N 1 ..	Gampola-Pupuressa		
N 2 ..	Gampola-Pussellawa		
N 3 ..	Gampola-Talawakele (via Pussellawa and Watagoda)		
" C " Subsidiary Routes to K.			
KL 1 ..	Kandy-Muruthalawa (via Peradeniya)		
KL 2 ..	Kandy-Hanguranketa (via Galaha)		
KL 3 ..	Kandy-Hewaheta (via Galaha)		
KL 4 ..	Kandy-Galaha		
KL 5 ..	Kandy-Kurunegala		
KL 6 ..	Kandy-Galagedera		
KL 7 ..	Kandy-Matale (via Wattegama)		
KL 8 ..	Kandy-Elkaduwa		
KL 9 ..	Kandy-Cabaragala		
KL 10 ..	Kandy-Bambrella		
KL 11 ..	Kandy-Teldeniya (via Katugastota)		
KL 12 ..	Kandy-Rangala		
KL 13 ..	Kandy-Teldeniya		
KL 14 ..	Kandy-Hunasgiriya		
KL 15 ..	Kandy-Madugoda		
KL 16 ..	Kandy-Wattumulla (via Hanguranketa)		
KL 17 ..	Kandy-Rahatungoda (via Hanguranketa)		
KL 18 ..	Kandy-Hanguranketa		
KL 19 ..	Kandy-Talatu Oya		
KL 20 ..	Kandy-Matale (via Alwatugoda)		
KL 21 ..	Kandy-Ankumbura		
Q ..	Colombo-Kurunegala (via Alawwa)—Main Route		
" A " Subsidiary Routes to Q.			
Q 1 ..	Kurunegala-Alawwa		
Q 2 ..	Kurunegala-Polgahawela		
" B " Subsidiary Routes to Q.			
QC 1 ..	Kurunegala-Giriulla		
QC 2 ..	Pannala-Hettipola (via Kuliypitiya)		
" C " Subsidiary Routes to Q.			
QL 1 ..	Kurunegala-Madampe		
QL 2 ..	Kurunegala-Dandagamuwa		
QL 3 ..	Kurunegala-Chilaw (via Wariyapola)		
QL 4 ..	Kurunegala-Hettipola (via Wariyapola)		
QL 5 ..	Kurunegala-Puttalam		
QL 6 ..	Kurunegala-Moragollagamuwa		
QL 7 ..	Kurunegala-Nikaweratiya		
QL 8 ..	Kurunegala-Rambodagalla		
QL 9 ..	Kurunegala-Dodanguslanda		
QL 10 ..	Kurunegala-Matale (via Yatawatta)		
QL 11 ..	Kurunegala-Hiripitiya (via Ganewatta)		
" A 1 " Subsidiary Routes to Q.			
J ..	Kurunegala-Jaffna (via Dambulla and Talawwa)		
J 1 ..	Kurunegala-Dambulla		
J 2 ..	Kurunegala-Gallawela		
J 3 ..	Dambulla-Anuradhapura (via Maradankadawala)		
J 4 ..	Anuradhapura-Jaffna		
J 5 ..	Anuradhapura-Madawachchiya		
J 6 ..	Jaffna-Vavuniya		
J 7 ..	Jaffna-Kilinochchi		
J 8 ..	Jaffna-Chavakachcheri		
" B " Subsidiary Routes to J.			
JC 1 ..	Habarana-Maradankadawala		
JC 2 ..	Habarana-Kalawewa (via Kekirawa)		
JC 3 ..	Habarana-Anuradhapura		
JC 4 ..	Anuradhapura-Polonaruwa		
JC 5 ..	Anuradhapura-Trincomalee		
JC 6 ..	Anuradhapura-Mannar		
JC 7 ..	Vavuniya-Mannar		
JC 8 ..	Mankulam-Mullaitivu		
JC 9 ..	Pt. Pedro-Kodikamam		
" A 2 " Subsidiary Routes to Q.			
T ..	Matale-Trincomalee		
QT ..	Kurunegala-Trincomalee		
T 1 ..	Matale-Elehera (via Naula)		
T 2 ..	Matale-Habarana		
T 3 ..	Matale-Anuradhapura (via Talawa)		

" B " Subsidiary Routes to T.

No. of Route.	Route.
TC 1	.. Matale-Rattota
TC 2	.. Matale-Wahacotte
TC 3	.. Matale-Sigiriya
TC 4	.. Habarana-Polonnaruwa
P	.. Colombo-Puttalam (Main Route)

" A " Subsidiary Routes to P.

P	1 .. Colombo-Wattala
P	2 .. Colombo-Ja-ela
P	3 .. Colombo-Negombo
P	4 .. Colombo-Chilaw
P	5 .. Negombo-Chilaw

" B " Subsidiary Routes to P.

PC	1 .. Ja-ela-Gampaha
PC	2 .. Ja-ela-Giriulla
PC	3 .. Negombo-Gampaha
PC	4 .. Negombo-Nittambuwa Junct.
PC	5 .. Negombo-Mirigama (via Dunagaha)
PC	6 .. Negombo-Kurunegala (via Katana and Giriulla)
PC	7 .. Negombo-Madampella (via Kochchikade)
PC	8 .. Negombo-Giriulla (via Pannala)
PC	9 .. Negombo-Nathandiya (via Kirimetiyana)
PC	10 .. Marawila-Kuliyapitiya (via Nathandiya)
PC	11 .. Puttalam-Kalpitiya
PC	12 .. Puttalam-Anuradhapura
PC	13 .. Puttalam-Kalaoya
E	.. Trincomalee-Batticaloa (Main Route)

" A " Subsidiary Routes to E.

E	1 .. Batticaloa-Valachchenai and Kalkudah
E	2 .. Trincomalee-Yanoya

" B " Subsidiary Routes to E.

EC	1 .. Batticaloa-Pottuvil
EC	2 .. Batticaloa-Akkaaripattu
EC	3 .. Batticaloa-Kalmunai
EC	4 .. Pottuvil-Monaragala

" C " Subsidiary Routes to E.

EL	1 .. Trincomalee-Kanniyai
EL	2 .. Trincomalee-China Bay
EL	3 .. Batticaloa-Arrapattai
U	.. Badulla-Batticaloa (Main Route)

" A " Subsidiary Routes to U.

U	1 .. Badulla-Bibile
U	2 .. Badulla-Lunugalla
U	3 .. Badulla-Passara

" B " Subsidiary Routes to U.

UC	1 .. Badulla-Mitigahatenna
UC	2 .. Badulla-Madulsima
UC	3 .. Bibile-Monaragala
H	.. Colombo-Horana (via Kesbewa (Main Route)

" A " Subsidiary Route to L.

H	1 .. Colombo-Peliyandala
L	.. Colombo-Weliweriya (via Biyagama and Udapila) (Main Route)

" A " Subsidiary Routes to L.

L	1 .. Colombo-Giridara (via Biyagama)
L	2 .. Colombo-Biyagama
L	3 .. Colombo-Kelaniya

LOCAL ROUTES.

Colombo City Services.

City	1 .. Fort-Mount Lavinia
City	2 .. Lotus Road-Slave Island
City	3 .. Lotus road-Modera
City	4 .. Lotus road-Armour street (via Reclamation road)
City	5 .. Lotus road-Maradana
City	6 .. Maradana-Grandpass
City	7 .. Norris road-Nugegoda (via Pamankada)
City	8 .. Norris road-Nugegoda (via Cotta)
City	9 .. Nawala Junct.-Welikada Junct. (via Madura-wela Junct.)

No. of Route.	Route.
City 10	.. Cotta road-Slave Island (also Narahenpitiya and Layard's Broadway)
City 11	.. Borella-Nugegoda (via Cotta)
City 12	.. Maradana-Bambalapitiya (via Torrington square)
City 13	.. Gasworks street, Pettah-Grandpass (via Wolfendahl street and Prince of Wales avenue)

Kandy Town Services.

KL	.. Kandy-Katugastota
KL 1	.. Kandy-Peradeniya

Jaffna Peninsula Services.

JL	1 .. Jaffna-Pt. Pedro
JL	2 .. Jaffna-Illavalai
JL	3 .. Jaffna-Kirimalai (via Kankesanturai)
JL	4 .. Jaffna-Karainagar (via Manipay)
JL	5 .. Jaffna-Karainagar (via Kallundai)
JL	6 .. Jaffna-Matakai
JL	7 .. Jaffna-Pandatarippu (via Manipay and Chankamai)
JL	8 .. Jaffna-Pallai
JL	9 .. Jaffna-Vadlukoddi
JL	10 .. Jaffna-Kirimalai

NOTIFICATIONS UNDER " THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 3,006 of November 12, 1937.

John Costa Gonsalves and David de Silva.

A Firebrand.

Abstract.—A firebrand having a filling of saw dust or coir fibre dust impregnated with oil. The case is made of grease-proof paper or metal foil to prevent the exudation of oil.

There are 2 claims and one sheet of drawings.

R. H. PAUL,
Registrar of Patents.

NOTICE TO MARINERS.

CEYLON NOTICE TO MARINERS.

No. 16 of 1938.

CEYLON PALK STRAITS.

Point Pedro Shoals reported.

H. M. S. "Stork" reports having discovered the following shoals off Point Pedro :—

Latitude	9° 53' N (Approx.)
Longitude	80° 18' E (Approx.)
	3 fathoms 6.0 miles 014° from Point Pedro Light.
	3 " 4.9 " 010° do.
	2½ " 4.0 " 040° do.
	2¼ " 3.8 " 051° do.

Seven more shoals have been discovered but these are not notified as being on the Point Pedro Shoal.

Charts affected :—

No. 2197, Point Pedro to Delft.
No. 68 (a) Palk Straits, Northern Sheet.

Publications :—

Bay of Bengal Pilot, 6th Edition, page 144.

Office of the
Master Attendant,
Colombo, November 15, 1938.

E. C. STUBBS,
Captain, R.N. (Retd.),
Master Attendant,

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 137A of the Ordinance No. 6 of 1910, for arrears of rents due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and time therein mentioned, unless in the meantime the amount of the rents 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 Monday, November 28, 1938.

G. H. N. SAUNDERS,
Municipal Treasurer.
November 15, 1938.

SCHEDULE.

Boutique No. 30, Jampattah street.—July to October, 1938: 1 show case (teak), 1 Petromax lamp, 9 chairs, 2 tables, and 1 time piece.

Auction Sale of Articles.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Municipal Commissioner 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 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 November 28, 1938.

The rolled gold wristlet will be made available for inspection at the Town Hall, between the hours of 9 A.M. and 4.30 P.M. and will be sold there at 2 P.M. on Monday the 28th instant.

G. H. N. SAUNDERS,
Municipal Treasurer.
November 15, 1938.

SCHEDULE.

For 2nd quarter, 1938.—Premises No. 173, Castle street: 2 bullock cart wheels. Premises No. 25, Old Ferry lane: 1 Seth Thomas clock, 1 pair brass vases with stand. Premises No. 86/18-31, Shorts road: 1 Singer sewing hand machine. Premises No. 43, Darley road: 1 rolled gold wristlet watch. Premises Nos. 78, 84, 86, and 88, Dematagoda passage: 1 clock. Premises Nos. 50/4-5, Reservoir road: 1 clock. Premises No. 94/6-22, Temple road: One 2-valve radio set. Premises No. 21, Zaleski place: 1 Singer sewing hand machine. Premises Nos. 48/1-16, Galkapanawatta road: 1 teapoy, 2 chairs, 1 table, 2 chairs, 1 teapoy, 1 plate stand. Premises No. 721, Bloemendahl road: 1 wooden bed, 1 teapoy. Premises No. 522/1-21, Alutmawatta road: 1 trunk, 1 metal suit-case, 2 chairs, 1 almira. Premises No. 97/4-6, St. James street: 1 table. Premises No. 53, Stafford place: 6 picture frames. Premises No. 300, MacCallum road: 1 table, 3 chairs, 8 branding irons, 1 iron bed, 1 hammer, 1 bed, 1 elk skin. Premises No. 51/47-49, Stafford place: 3 chairs, 1 lounge, 1 teapoy, 1 clock. Premises Nos. 1014, 1016, and 1016/1-2, Maradana road: 1 Royal typewriter. Premises Nos. 826/1-7, Maradana road: 2 chairs, 3 picture frames, 1 hitting board, 7 chairs, 2 wooden trays, 2 chairs. Premises No. 58, Wall street: 3 chairs. Premises No. 94, Wall street: 1 gramophone. Premises No. 15, Shoe road: 1 iron bed. Premises No. 105, Pickerings road: 1 clock, 1 pan, 1 brass pot, 1 betel tray, 3 jars, 1 brass incense holder, 1 brass vase. Premises No. 41/2-17, 15th lane: 1 table, 1 grinding stone. Premises No. 113, Santiago street: 2 tables, 1 bench, 1 trunk. Premises No. 11, Vincent lane: 1 Singer sewing machine. Premises No. 13/1, 2nd Chapel lane: 1 clock. Premises Nos. 27/1, 2, 4, 5, 7, 8, 67th lane: 1 teapot, 1 torch light, 1 knife, 3 trowels, 1 plumb bob. Premises No. 164/6-13, High street: 1 clock. Premises No. 22, Skelton road: 1 Kodak camera. Premises Nos. 49, 59/1-5, 14-22, Perth road: 1 clock, 1 spittoon, 1 tray, 2 chairs. Premises Nos. 149/6, 8, 17, 18, 20, Skinner's road south: 1 rickshaw. Premises No. 135, Skinner's road south: 2 hair cutting machines, 5 razors, 1 mirror, 1 pair of scissors. Premises No. 145, Skinner's road south: 11 picture frames. Premises No. 173/1-4, Piachaud's lane: 1 iron bed. Premises No. 111/5-7, 10, Piachaud's lane: 2 chairs, 1 teapoy, 1 table. Premises No. 271/40, Mutwal street: 1 sofa, 3 chairs. Premises No. 26/46, Lower St. Andrew's place: 1 wooden frame of a hand cart, 1 saw, 1 shovel, 1 iron presser, 1 bucket, 1 rickshaw axle. *For 1st and 2nd*

quarters, 1938.—Premises No. 179, New Moor street: 5 chairs, 2 tables, 2 folding chairs, 1 Petromax lamp, 1 stove, and 1 mirror.

Sale of Immovable Property.

R 7573

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 Municipal Commissioner 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,
Colombo, November 15, 1938. for Municipal Commissioner.

SCHEDULE.

For 2nd quarter, 1938.—On December 12, 1938: Premises Nos. 194, 190/1-2, and 196, Kollupitiya road. On December 17, 1938: Premises No. 42, Clifton lane. On December 15, 1938: Premises No. 63/18, Magazine road. On December 21, 1938: Premises No. 56/12-20, Galkapanawatta road; premises No. 4, Galkapanawatta lane. On December 16, 1938: Premises No. 95, Vystwyke road; premises No. 60/56-57, Pashetal road. On December 20, 1938: Premises No. 399/15, Maligawatta road; premises No. 389, Maligawatta road. On December 19, 1938: Premises No. 212/1-72, Gas Works street. *For 1st and 2nd quarters, 1938.*—On December 20, 1938: Premises No. 141 (3-12, 14-21), Maradana road. *For 4th quarter, 1937, and 1st and 2nd quarters, 1938.*—On December 13, 1938: Premises Nos. 151 and 155, Skinner's road south.

Destruction of Old Records.

IN terms of section 6 of Ordinance 12 of 1894, it is hereby notified for general information that three months hence the records of the Municipal cases decided in the Municipal Court of Galle up to end of December, 1932, will be destroyed.

Any person interested in any record referred to above may, personally or by Proctor, or by duly authenticated petition, claim, upon good cause shown, that such record may not be destroyed.

Municipal Court,
Galle, November 7, 1938.

M. MAHAROOF,
Municipal Magistrate.

LOCAL GOVERNMENT NOTICES.**Rates and Taxes, Urban District Council, Dehiwala-Mount Lavinia.**

"The Local Government Ordinance, No. 11 of 1920".

IT is hereby notified that the Dehiwala-Mount Lavinia Urban District Council has, in terms of the above Ordinance imposed for the year 1939 the following rates and taxes being the same as were in force during the preceding year, within the administrative limits of the Dehiwala-Mount Lavinia Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A rate of nine per cent. per annum payable on March 31, on June 30, on September 30, and on December 31, for the quarter ending on the said days respectively on the annual value of all immovable property.

Under section 173 (1) (b): A tax in respect of the following vehicles and animals, payable on or before February 28, at the rates specified:—

	Rs. c.
For every carriage of whatever description other than a cart, hackery or jinrickshaw	5 0
For every double-bullock cart or hackery of whatever description	3 0
For every single-bullock cart or hackery	2 0
For every jinrickshaw	2 0
For every bicycle or tricycle	1 0
For every horse, pony or mule	2 50

Under section 5 of the "Dog Registration Ordinance, No. 25 of 1901" annual registration fee of Re. 1 for every dog and Re. 1.50 for every bitch kept within the Urban District Council limits of Dehiwala-Mount Lavinia payable on April 1.

Urban District Council Office,
Dehiwala, November 14, 1938.

C. W. F. PEREIRA,
Chairman.

Rates and Taxes, Urban District Council, Negombo.

IT is hereby notified that the Negombo Urban District Council has, in terms of "The Local Government Ordinance, No. 11 of 1920," imposed for the year 1939, the following rates and taxes, being the same as were in force during the preceding year, within the administrative limits of the said Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A property rate of 11 per centum per annum payable in equal proportions on March 31, June 30, September 30, and December 31, for the quarter ending respectively on the said days, on the annual value of all immovable property within the administrative limits of the said Urban District Council, subject however to the limitations, qualifications, and conditions that all properties within the area set out in Schedule I. hereto shall pay a rate of 7 per centum only and all properties within the area set out in Schedule II. hereto shall pay a rate of 6 per centum only in the manner and on the dates specified above.

Under section 173 (1) (b): A tax in respect of the following vehicles and animals, payable on or before March 31, at the rates specified—

	Rs. c.
For every carriage of whatever description other than a cart, hackery, or jinrickshaw	4 0
For every double-bullock cart or hackery of whatever description	3 0
For every single-bullock cart or hackery	2 0
For every jinrickshaw	2 0
For every bicycle or tricycle	1 0
For every horse, pony or mule	2 0

V. CROOS DA BRERA,
Chairman.

Office of the Urban District Council,
Negombo, October 18, 1938.

SCHEDULE I.

North.—The Infectious Diseases Hospital, Kudapaduwa, Cemetery road, Ad Nives road, Mosque road, Temple road, Convent road.

South.—St Joseph's street from Taladuwa Channel up to the Temple road junction, Tammita road, Humupitiya road, St. Sebastian's road to St. Sebastian's Church and due west to the sea.

East.—Minuwangoda road, Taladuwa road up to Taladuwa lake road junction, Taladuwa lake road to St. Joseph's street.

West.—The sea including the village Munnakkarai.

SCHEDULE II.

North.—A straight line drawn from junction of Dalupota-oya to the Infectious Diseases Hospital, at Kudapaduwa.

East.—The Dalupota-oya from its junction with the canal to the culvert over the said oya on the Negombo-Minuwangoda road, and thence southwards along the western boundary of Goluwapokuna estate to the Diyahondaela.

South.—The Diyahondaela (near the 20th milepost on the Colombo road) and a line drawn from the mouth of the said ela due west across the Negombo lake.

West.—The Negombo lake.

Dog Tax for 1939, Urban District Council, Negombo.

IT is hereby notified that the Negombo Urban District Council has, in terms of section 5 of "The Dog Registration Ordinance, No. 25 of 1901," imposed for the year 1938, a registration fee of P. 1.50, being the same as was in force during the preceding year, on every dog or bitch kept within the administrative limits of the said Urban District Council, payable on or before April 1.

V. CROOS DA BRERA,
Chairman.

Office of the Urban District Council,
Negombo, October 18, 1938.

Election of Members, Nuwara Eliya Urban District Council, 1939-1941.

IT is hereby notified under section 31 (2) of Ordinance No. 11 of 1920, that the following candidates have been elected members of the Nuwara Eliya Urban District Council for the years 1939, 1940, and 1941:—

Division No. 2 : Eric Constant Misso.
Division No. 4 : Lankageeganage David de Silva.
Division No. 5 : Dr. Charles Ellard Van Rooyen.
Division No. 7 : Herbert John Goddard Marley.

J. A. MULHALL,

The Kachcheri, Assistant Government Agent.
Nuwara Eliya, November 8, 1938.

URBAN DISTRICT COUNCIL NUWARA ELIYA.**Estimates of Revenue for 1939.**

Details.	Amount. Rs. c.	Total. Rs. c.
A.—General revenue:—		
(1) (a) Property tax, 171 (1) (a)	42,000 0	
(b) Government contribution	5,800 0	47,800 0
(2) Acreage tax, 171 (1) (a)	—	—
(3) Vehicles and animals tax, 173 (1) (b)	350 0	350 0
(4) Licence duties	12,000 0	12,000 0
(5) Other taxes	—	—
(6) Refund of stamp duties Schedule VI.	1,000 0	1,000 0
(7) Refund of rents of foreign liquor taverns	5,000 0	5,000 0
(8) Compensation for opium revenue	457 50	457 50
(9) Fines by court	100 0	100 0
(10) Auctioneers and brokers	100 0	100 0
(11) Interest	1,500 0	1,500 0
(12) Sale of old stores	100 0	100 0
(13) Refund of overpayments	100 0	100 0
(14) Miscellaneous	600 0	600 0
(15) Warrant costs	600 0	600 0
B.—Thoroughfares:—		
(1) Subsidy in lieu of labour tax	4,348 0	4,348 0
(2) Other collections: fines for injuries (97) cattle seizing fees (103 (4)), sale of badges, &c.	50 0	50 0
C.—Resthouse, &c.:—		
(1) Fees	—	—
D.—Council lands and buildings:—		
(1) Rents:—		
(a) Land	2,000 0	
(b) Model dwellings	7,000 0	
(c) Town Hall	1,000 0	
(d) Other buildings (Contractor's lines)	1,800 0	11,800 0
(2) Sale of produce	50 0	50 0
E.—Public health:—		
(1) General—		
(a) Fines under Part IV., Chapter III.	400 0	
(b) Fees for services of midwives	50 0	450 0
(2) Scavenging—		
(a) Fees	3,200 0	
(b) Sale of refuse	—	
(c) Fines on contractors	—	3,200 0
(3) Conservancy—		
(a) Fees	—	
(b) Sale of refuse	—	
(c) Fines on contractors	—	
(d) Government contribution	2,200 0	
(e) Conservancy rate	14,000 0	16,200 0
(4) Slaughter-house, &c.—		
(a) Fees	1,500 0	
(b) Sale of refuse	—	1,500 0
(5) Water supply—		
(a) Water rate	26,500 0	
(b) Private water service	300 0	
(c) Garden tap rents	1,000 0	
(d) Water meter rents	200 0	
(e) Excess water	2,500 0	
(f) Government contribution	4,400 0	34,900 0
(6) Hospitals—		
(a) Contribution from Government	—	
(b) Rent of hospital grounds	—	—
(7) Markets and galas—		
(a) Rents	6,000 0	
(b) Boutiques and stalls: model shops, &c.	12,000 0	
(c) Fees for private markets	—	
(d) Licences	1,700 0	
(e) Grain stores	4,000 0	23,700 0
F.—Public recreation:—		
(1) Rents	250 0	
(2) Cattle grazing fees	750 0	
(3) Licences: public performances	100 0	1,100 0
G.—Cemeteries:—		
(1) Fees	300 0	
(2) Hire of hearse	25 0	
(3) Graves sold for erecting monuments	—	325 0
H.—Dog registration:—		
(1) Registration fees	600 0	
(2) Fines	—	
(3) Sale of dog collars	—	
(4) Seizing fees	—	600 0

I.—Weights and Measures :—			E.—Public health :—		
Details.	Amount. Rs. c.	Total. Rs. c.	Details.	Amount. Rs. c.	Total. Rs. c.
(1) Fees for stamping	10 0		(a) Salaries (Inspectors, Public Health Nurse, Midwives)	9,620 0	
(2) Fines	—	10 0	(b) Allowances	2,178 0	
J.—Electricity Department :—			(c) Uniforms Rs. 300 and raincoats Rs. 200	500 0	
Nil	—	—	(d) Printing	100 0	
K.—Fire protection :—			(e) Disinfectants	300 0	
Fees	—	—	(f) Instruments and drugs	100 0	
			(g) Drainage construction	—	
			(h) Drainage compensation	—	
			(i) Health week	—	
			(j) Analyses	400 0	
			(k) Back lane schemes	500 0	
			(l) Vagrants	250 0	
			(m) House Fly Campaign	2,000 0	
			(n) Epidemic precautions	500 0	
			(o)	—	
			(p) Floods	500 0	
					16,948 0
			(2) Scavenging—		
			(a) Wages (contract)	12,000 0	
			(b) Carts, bulls, &c.	—	
			(c) Stores	10 0	
			(d) Incinerator : upkeep	50 0	
			(e)	—	
			(f)	—	
			(g) Commission to collector	20 0	
					12,080 0
			(3) Conservancy—		
			(a) Wages (contract)	24,265 0	
			(b) Carts, bulls, &c.	—	
			(c) Stores	50 0	
			(d) Rent of night soil depot	5 0	
			(e) Latrines : maintenance	250 0	
			(f) Acquisition : (Sewage Farm and Kodigaha)	3,000 0	
			(g) Construction—		
			Old bazaar latrine, Rs. 2,500		
			Latrine at Kodigaha, Rs. 750	3,250 0	
			(h)	—	
			(i) Sanitary pan depots : maintenance	100 0	
			(j)	—	
			(k) New works : Nil	—	
					30,920 0
			(4) Slaughter-house, &c.—		
			(a) Wages (Slaughter-housekeeper, Rs. 480, substitute Rs. 10)	490 0	
			(b) Maintenance	175 0	
			(c) Acquisition	—	
			(d) Construction	—	
			(e) Cattle disease	500 0	
			(f) Loan charges	—	
			(g) Improvements	—	
					1,165 0
			(5) Water supply—		
			(a) Wages : fitters and watchmen	2,610 0	
			(b) Stores	500 0	
			(c) Maintenance	500 0	
			(d) Acquisition	—	
			(e) Construction	—	
			(f) Loan charges (old, Rs. 4,150; new, Rs. 12,000)	16,150 0	
			(g) Commission to collectors	—	
			(h)	—	
			(i) Private water connection	250 0	
					20,010 0
			(6) Hospitals—		
			(a) Wages	—	
			(b) Maintenance	600 0	
			(c) Paupers	100 0	
					700 0
			(7) Markets, &c.—		
			(a) Wages	420 0	
			(b) Maintenance	800 0	
			(c) Printing, &c.	—	
			(d) Construction (Sunday Fair sheds)	1,000 0	
			(e) Compensation	—	
			(f) Acquisition	—	
			(g) Loan charges	14,705 0	
			(h) Commission to collectors (including Sunday Fair)	700 0	
			(i) Improvements	—	
					17,625 0
			F.—Public recreation :—		
			(1) Wages (Park-keeper)	1,095 0	
			(2) Maintenance : labour, stores, office, and Town Hall gardens	4,300 0	
			(3) Allowance to band	—	
			(4) Acquisition	—	
			(5)	—	
			(6) Life Saving apparatus	—	
			(7) Loan charges	380 0	
			(8) New works—		
			(a) Woodland park	4,000 0	
			(b) Railway Station garden	250 0	
			(9) Improvements—		
			Public play grounds	3,000 0	
					13,025 0

ESTIMATE OF EXPENDITURE FOR 1939.

Details.	Amount. Rs. c.	Total. Rs. c.
A.—General expenditure :—		
(1) Salaries of officers (not otherwise charged)—		
(a) Secretary	2,400 0	
(b) Clerks and Revenue Inspectors	8,820 0	
(c) Peons	720 0	
(d) Cost of technical advisers	—	
(e) Pensions	6,846 0	18,786 0
(2) Establishment expenses—		
(a) Allowances (not otherwise charged)	1,144 0	
(b) Travelling (Vice-Chairman and M. O. H.)	600 0	
(c) Commission to tax collector	5 0	
(d)	—	
(e) Legal expenses	800 0	
(f) Stationery, printing, advertising, office expenses, &c.	2,400 0	
(g) Registration of voters and elections	—	
(h) Cost of vehicle plates	100 0	
(i) Cost of Audit	1,800 0	
(j) Holiday railway tickets	450 0	
(k) Interest on securities	150 0	
(l) Insurance of workmen	50 0	
(m) Contribution to Government (town survey)	6,100 0	
(n) Retention money	200 0	13,799 0
(3) Refunds	1,800 0	1,800 0
(4) Contributions and grants—		
(a) Agri-horticultural Show	50 0	
(b) Friend-in-Need Society	750 0	
(c)	—	
(d) H. M. the King's Birthday	100 0	
(e) Nuwara Eliya Health Association	1,800 0	
(f) Mid-day meals for school children	4,000 0	6,700 0
B.—Thoroughfares :—		
(1) Salaries and wages —		
(a) Superintendent of Works	2,900 0	
(b) Clerk and Storekeeper	1,080 0	
(c) Inspector of Works	1,215 0	
(d) Allowances	650 0	
(2) Maintenance	2,000 0	
(3) Plant and tools	20 0	
(4) Lighting	8,000 0	
(5) Dust laying	—	
(6) Cost of badges and faretables	10 0	
(7) Acquisition (Scandal corner junction)	1,000 0	
(8) Improvements —		
(a) Scandal corner junction	500 0	
(b) Extension of Public bus stand	900 0	
(c) Racecourse bridge (No. 2)	500 0	
(9) Loan charges	520 0	
(10) Shade trees (Overseer, &c.)	500 0	
(11) Surveys	50 0	
(12) New works : new concrete drains	720 0	20,565 0
C.—Resthouses, &c.		
D.—Council lands and buildings :—		
(1) Wages	918 0	
(2) Commission to collectors	35 0	
(3) Rent of office	—	
(4) Maintenance of buildings, Rs. 1,800; insurance, Rs. 1,860; drainage of swampy lands, Rs. 240	3,900 0	
(5) Furniture	—	
(6) Loan charges	5,760 0	
(7) New works—		
(a) Renovation of Town Hall	15,000 0	
(b) Improvements to the Sports Pavilion (Nuwara Eliya Club)	1,000 0	
(c) Improvements to S. I's quarters	300 0	26,913 0
(8) Planting scheme (avenues, &c.)	1,200 0	1,200 0

Details.	Amount. Rs. c.	Total. Rs. c.
G.—Cemeteries :—		
(1) Wages ..	300 0	
(2) Maintenance ..	50 0	
(3) Extension ..	—	350 0
H.—Dog registration :—		
(1) Destruction of dogs ..	100 0	
(2) Commission to collector ..	10 0	
(3) Dog collars ..	—	
(4) Fees to seizers ..	250 0	
(5) Dog pound : maintenance ..	20 0	380 0
I.—Weights and Measures :—		
(1) Fees to Inspector ..	30 0	30 0
J.—Electricity Department :—		
Nil ..	—	—
K.—Fire Protection :—		
(1) Fire extinguishers, &c. ..	—	—
	Total ..	202,996 0
Surplus balance at the end of 1939 ..		42,387 50
		245,383 50

Passed by resolution No. 1 of November 9, 1938.

Urban District Council Office,
Nuwara Eliya, November 9, 1938.

E. C. MISSE,
Chairman.

Ambalangoda Urban District Council Elections, 1938.

IT is hereby notified under section 31 (2) of Ordinance No. 11 of 1920, that the following candidates have been elected members of the Ambalangoda Urban District Council for the years 1939, 1940, and 1941 :—

Division No. 1 : Mr. Newton Henry de Silva.
Division No. 2 : Mr. Patuwatha Vithana Daniel de Silva.
Division No. 3 : Mr. Hikkaduwe Anthony Robert Sampson Wickramasuriya.
Division No. 5 : Mr. Maduwehewa Saddhasena.

The Kachcheri,
Calle, November 9, 1938.

W. J. L. ROGERSON,
Government Agent.

Batticaloa Urban District Council Elections, 1938.

IT is hereby notified under section 31 (2) of Ordinance No. 11 of 1920, that the following candidates have been elected members of the Batticaloa Urban District Council for the years 1939, 1940, and 1941 :—

No. 3, Singalavadi Ward : Mr. V. Nallaiah.
No. 6, Koddaimunai Ward : Mr. S. Dixon.
No. 8, Amirthakali Ward : Mr. R. B. Kadramer.

The Kachcheri,
Batticaloa, November 14, 1938.

M. PRASAD,
Government Agent.

Election of Members, Puttalam Urban District Council, 1938.

I, Joseph Light, Assistant Government Agent, Puttalam and Chilaw Districts, do hereby notify in pursuance of section 31 (2) of Ordinance No. 11 of 1920, that the following candidates have been elected members of the Puttalam Urban District Council for the three years 1939, 1940, and 1941.

Ward No. 1 : Mr. Hameed Hussain Sheikh Ismail.
Ward No. 2 : Mr. Mira Saibo Marikar Ahamado Jalaldeen Marikar.

Ward No. 3 : Dr. Walter Theodore Ohlmus.

J. LIGHT,

Assistant Government Agent, Puttalam and Chilaw.
The Kachcheri,
Puttalam, November 14, 1938.

Proclamation under the Rabies Ordinance, No. 6 of 1929.

I hereby proclaim the whole area of Chilaw Urban District Council limits from November 10, 1938, to May 10, 1939, as an area within which rabies exist or within which there is danger of rabies.

Any dog found in any public place or road not being tied up or led will be destroyed.

MAHARAJAH VANDERKOEEN,
Urban District Council Office,
Chilaw, November 10, 1938. Chairman.

Election of Members, Urban District Council, Badulla.

IT is hereby notified, under section 31(2) of "The Local Government Ordinance, No. 11 of 1920", that the following candidates have been elected members of the Badulla Urban District Council for the years 1939, 1940 and 1941 :—

Division No. 1 : Mr. R. P. T. M. P. Sivasamy.
Division No. 2 : Mr. T. S. Selviah.
Division No. 3 : Mr. W. D. Attanayake.
Division No. 5 : Mr. M. I. Packir Saibo.

N. J. LUDDINGTON,
The Kachcheri,
Badulla, November 15, 1938. Government Agent.

Property Rate for the Year 1939—Kegalla.

The Local Government Ordinance, No. 11 of 1920.

IT is hereby notified that the Kegalla Urban District Council, has, in terms of section 171 (1) (a) of the Local Government Ordinance, No. 11 of 1920, imposed for the year 1939, within the area situated within the administrative limits of the Kegalla Urban District Council, a property rate of sixteen and half per centum payable on March 31, on June 30, on September 30, and on December 31, 1939, for the quarter ending on the said days respectively, on the annual value of all immovable property, situated within such area.

G. B. P. ATURUPANE,
Office of the Urban District Council,
Kegalla, November 11, 1938. Chairman.

Vehicles and Animals Tax for the Year 1939—Kegalla.

IT is hereby notified that the Kegalla Urban District Council has, in terms of "The Local Government Ordinance, No. 11 of 1920," imposed for the year 1939, the following taxes, being the same as were in force during the preceding year, within the administrative limits of the said Urban District Council, subject to the aforesaid Ordinance :—

Under section 173 (1) (b) : A tax in respect of the following vehicles and animals, payable on or before March 31, at the rates specified :—

	Rs. c.
For every carriage ..	5 0
For every jinrickshaw ..	2 0
For every double-bullock cart ..	4 0
For every single-bullock cart ..	2 50
For every horse, mule or pony ..	2 50
For every bicycle ..	1 0

G. B. P. ATURUPANE,
Office of the Urban District Council,
Kegalla, November 11, 1938. Chairman.

Dog Tax for 1939—Kegalla.

The Dog Registration Ordinance, 1901.

IT is hereby notified that the Kegalla Urban District Council, has, in terms of section 5 of "The Dog Registration Ordinance, No. 25 of 1901", imposed for the year 1939, a registration fee of Re. 1 on every dog and Re. 1.50 on every bitch kept within the limits of the Urban District Council, Kegalla, payable on April 1.

G. B. P. ATURUPANE,
Office of the Urban District Council,
Kegalla, November 11, 1938. Chairman.

TRADE MARK NOTICES.

Registrations Renewed.

Trade Mark No.	Advertised in Gazette.		Proprietors.	Class.
	No.	of		
1205	6411	18.11.1910	A. Wulfig & Co. M. B. H.	3
1206	6411	18.11.1910	Bauer & Cie	42
1220	6420	13.1.1911	International Takamine Ferment Co.	1 & 3
3209	7415	12.9.1924	Juwana Henneidge Charles Silva	47
3236	7428	7.11.1924	Socony-Vacuum Oil Co. Inc.	in respect of 47 & 50 only
3239(1)	7428	7.11.1924	do.	in respect of class 50 only
3239(2)	7428	7.11.1924	Standard Vacuum Oil Co.	47
3240(1)	7428	7.11.1924	Socony-Vacuum Oil Co. Incorporated	in respect of class 50 only
3240(2)	7428	7.11.1924	Standard Vacuum Oil Co.	47
3262	7479	21.8.1925	A. & W. Arnold Ltd.	38
3263	7432	28.11.1924	do.	38
3266	7438	23.12.1924	The Trustees of the Kandyan Art Association	14
3267	7439	9.1.1925	do.	13
3278	7447	20.2.1925	W. & T. Avery Ltd.	6
3291	7449	6.3.1925	Cargills Ltd.	43
3293	7456	17.4.1925	Robert Oscar Mennell trading as R. O. Mennell & Co.	42
3294	7456	17.4.1925	do.	42
3306	7446	13.2.1925	E. C. de Witt & Co. Ltd.	3

Registrations Expired.

1200	6406	14.10.1910	Tarrant & Co.	42
1201	6406	14.10.1910	do.	42
1203	6409	4.11.1910	Chas. A. Pierez & Son.	39
1212	6414	9.12.1910	Abol Ltd.	2 & 13
3236	7428	7.11.1924	Socony-Vacuum Oil Co. Inc.	1, 2, 3, 4, 13, 15, 17, 18, 25, 39, 42, 43, 45, & 48
3239(1)	7428	7.11.1924	do.	1, 2, 3, 4, 13, 15, 17, 18, 25, 39, 42, 43, 45, & 48
3240(1)	7428	7.11.1924	do.	1, 2, 3, 4, 13, 15, 17, 18, 25, 39, 42, 43, 45, & 48
3242	7432	28.11.1924	Van Den Berghs & Jurgens, Ltd.	47
3248	7435	12.12.1924	Moses David Sofer	42
3251	7431	21.11.1924	N. M. M. I. Rowther & Co.	42
3252	7431	21.11.1924	do.	42
3253	7431	21.11.1924	do.	42

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 10, 1938. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,168. (2) Date of Receipt: October 7, 1938. (3) Applicant (Proprietor of the Trade Mark): MARCY LABORATORIES, INC. (a corporation organized and existing under the laws of the State of Delaware, United States of America), 113, West 18th street, City and State of New York, United States of America; manufacturers. (4) Address for service in the Island: C/o Julius & Creasy, Colombo. (5) Class: 3. (6) Goods: Bile salts preparations; liver remedies. (7) Representation of the Trade Mark:

VERACOLATE

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 9, 1938. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,174. (2) Date of Receipt: October 14, 1938. (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main Germany; manufacturers and merchants. (4) Address for service in the Island: C/o F. J. & G. de Saram, Colombo. (5)

Class: 3. (6) Goods: Chemical substances prepared for use in medicine and pharmacy. (7) Representation of the Trade Mark:

Campoferron

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 9, 1938. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,175. (2) Date of Receipt: October 14, 1938. (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; manufacturers and merchants; (4) Address for service in the Island: C/o F. J. & G. de Saram, Colombo. (5) Class: 3. (6) Goods: Chemical substances prepared for use in medicine and pharmacy. (7) Representation of the Trade Mark:

Certuna

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 9, 1938. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,176. (2) Date of Receipt: October 14, 1938. (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; manufacturers and merchants. (4) Address for service in the Island: C/o F. J. & G. de Saram, Colombo. (5) Class: 3. (6) Goods: Chemical substances prepared for use in medicine and pharmacy. (7) Representation of the Trade Mark:

Priovit

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 9, 1938. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncanceled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,178. (2) Date of Receipt: October 14, 1938. (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; manufacturers and merchants. (4) Address for service in the Island: C/o F. J. & G. de Saram, Colombo. (5) Class: 3. (6) Goods: Chemical substances prepared for use in medicine and pharmacy. (7) Representation of the Trade Mark:

Uleron

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 9, 1938. Registrar of Trade Marks.