

# Ceylon Government Gazette

Published by Authority.

No. 6,079 — FRIDAY, OCTOBER 13, 1905

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

PART V.—Mercantile, Marine, Municipal, Local, &c.

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

## Part V.—Mercantile, Marine, Municipal, Local, and Miscellaneous.

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	1139	Trade Marks Notifications	1142
Board of Trade Notices	—	Local Board Notices	1144
Notices to Mariners	1144	Road Committee Notices	1147
Notifications of Quarantine	—	Notices affecting Small Towns	—
Returns of Imports and Exports	1143	Notices affecting Village Communities (Gansabhawa)	—
Railway Traffic Returns	—	Unofficial Announcements	1147

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF GALLE.

Minutes of Proceedings of a Meeting of the Municipal Council of Galle held at the Municipal Office on September 2, 1905, at 1.45 p.m.

*Present*:—The Chairman; A. E. Mayes, Esq.; Dr. H. A. Keegel; Dr. E. Ludovici; D. G. Goonawardana, Esq.; F. Abeysundara, Esq.; and M. Ismail, Esq.

1. Read and confirmed Minutes of Meeting held on August 12, 1905.
2. Submitted letter from A. E. Mayes, Esq., dated August 30, 1905, forwarding an estimate of the expenses of a survey of a portion of the catchment area of the Ma-dola, also a letter from the Superintendent of Surveys, Southern Province, intimating that there is no survey of this land, and inquiring whether the Council wishes a survey made, so that he may quote approximate cost.

Resolved—That Mr. Misso, Licensed Surveyor, be asked to be good enough to furnish an estimate of cost of the survey required, and if willing to do so to consult Mr. Mayes, Provincial Engineer, as to what is required to be done.

3. Read letter dated August 17, 1905, from Mr. N. Dias Abeysinha, withdrawing his resignation as Member of the Municipal Council.

4. Submitted:—

- (1) Accounts up to June 30, 1905.
- (2) Progress Report of Works up to June 30, 1905.
- (3) Sanitary Officer's Report for July, 1905.
- (4) Diaries of the Sanitary Officer and Manager, Health Department.

Confirmed:

H. L. CRAWFORD,  
Chairman.

F 1



**Progress Report of Works done brought up to July 31, 1905.**

Heads of Expenditure.	Amount of Vote.		Expenditure in July, 1905.		Expenditure up to July, 31, 1905.		Balance.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Upkeep of roads ..	12,000	0	1,017	39	6,568	77a	5,431	20
Upkeep of bridges ..	600	0	288	75	457	66b	142	34
Upkeep of Municipal buildings ..	600	0	30	54	97	46c	502	54
Improving drainage and sanitation, Fort ..	800	0	142	27	563	13d	236	87
Improving drainage and sanitation, suburbs ..	800	0	1	75	82	15e	717	85
Clearing canals ..	1,210	0	120	49	609	18	600	82
Minor works ..	750	0	62	31	459	25f	290	75
Victoria park ..	875	0	68	15	493	97	381	3
Whitewashing markets ..	180	0	7	12	87	10	92	90
New carts and repair of old ..	980	0	—	—	482	51g	497	49
Additional latrines ..	450	0	246	6	271	79h	178	21
Rebuilt retaining wall of Keppu-ela ..	1,000	0	99	42	99	42i	900	58
Set apart for waterworks, &c. ..	10,000	0	31	0	9,343	12j	656	88
Renewing roof of Green market ..	2,500	0	336	0	1,118	68k	1,381	32
Renewing roof of Fort market ..	1,600	0	495	0	495	0l	1,105	0
Improvement of roads ..	250	0	11	8	47	32m	202	68
House for watcher, Bikke reservoir ..	500	0	—	—	488	0n	12	0
Reclaiming land on sides of Pettigala-ela ..	500	0	—	—	—	—	—	—
Gravelling alleys in Fort ..	200	0	—	—	—	—	—	—

(a) Metalled 149 lines, patched with metal 112 squares, used 533 cubes of metal; cleared side drain 640 lines; trimmed sides of roads 1,247 lines, cleared jungle and lopped branches 125 lines, removed land slips, Dickson road, Hume road, and Morris road; gravelled sides of Hirimbure road; gravel used 126 cubes, lowered sides 36 lines, spread and rolled gravel 3½ lines, patched with gravel 36 squares, cleared Esplanade drain.

(b) Repair of Bope, Attoya, and purchased fifty planks.

(c) Repair of coal shed latrine, repair of cart shed, Kaluwella meat market, colour-washing pavilion, and demolishing storeroom.

(d) Clearing sewers, Fort; repair of side drain in Middle street and side drain in the lane between Lighthouse and Church streets.

(e) Repair of side drain, Havelock place, Colombo road, and opposite House of Observation.

(f) Opening road to night soil depot, built a gate and boundary wall to slaughter-house, Kaluwella, cost of canvas hose, purchased planks for hand railings, and repair of foot bridge.

(g) Repair of three water carts, ambulance, aluminium carts, two latrine carts, five scavenging carts, one wooden hand-cart, built four new scavenging carts, and one wheelbarrow.

(h) Cost of Horbury's latrine.

(i) Rebuilding retaining wall of Keppu-ela.

(j) Making concrete dam across Madola and pay of Record-taker.

(k) Renewing roof of Green market.

(l) Renewing Fort market.

(m) Building wall side of Hirimbure road 70 feet long.

(n) Built a house for watcher at Bikke reservoir.

J. E. ANTONISZ,  
Secretary.

**MUNICIPALITY OF GALLE.**

**Supplemental Budget (under section 113 of Ordinance No. 7 of 1887) for 1905.**

REVENUE.

	Amount.		Total.			Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Estimated revenue for 1905 ..	—		117,894	39	Deduct amounts over-estimated:—				
<i>Supplemental.</i>					Balance from last year ..	888	84		
Add amounts under-estimated:—					Fines on road tax de-				
Lighting rate ..	1,685	67			faulters ..	90	0		
Assessment rate ..	3,633	11			Registration of dogs ..	130	50		
Water-rate ..	1,015	10			Refund of stamp duties ..	891	66		
Road tax ..	195	0			Rent of Fort market ..	76	75		
Vehicle and animal tax ..	400	87			Private markets ..	2	50		
Tolls ..	1,152	78			Betel sheds ..	19	56		
Meat market ..	20	0			Kaluwella markets ..	31	75		
Refuse meat market ..	38	0			Pounding and feeding				
Slaughter-house ..	35	0			cattle ..	17	40		
Special license to slaughter					Judicial fines ..	4	0		
cattle ..	0	48			Fines on Municipal em-				
Offensive and dangerous					ployees ..	130	0		
trades ..	8	0			License to graze cattle ..	11	37		
Bathing wells ..	29	0			Rent of Pavilion ..	15	0		
Bazaar-boutiques ..	48	0			Disinfectants ..	2	68		
Rent of trees ..	85	0			Sale of fare tables ..	10	0		
Interest ..	280	54			Sundry receipts ..	55	80		
Cemetery ..	55	50			Tennis court fees ..	2	0		
Fees from public latrines ..	158	0							
			8,840	5				2,379	81
			126,734	44				124,354	63

		EXPENDITURE.							
		Amount.		Total.		Amount.		Total.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Estimated expenditure for 1905	..	—		106,213	46	Clearing canals	..	236	0
						Improving drainage, Fort	..	31	50
									8,243 25
									114,456 71
<i>Supplemental.</i>									
Add expenditure in excess of votes :—									
Printing	..	118	0			Police bill	..	91	21
Commission to road tax collectors	..	113	17			Stationery and printing assessment account	..	20	0
Commission to vehicle and animal tax collectors	..	13	85			House numbers	..	5	0
Lighting Fort	..	20	33			Refund, assessment account	..	10	0
Lighting suburbs	..	16	0			Scavenging, Fort	..	329	0
New lamps	..	28	26			Digging trenches at Bata-dowa	..	150	0
Repairs to lamps	..	100	0			Whitewashing markets	..	20	0
Commission to lighting rate collectors	..	86	0			Upkeep of clock tower	..	97	0
Commission to assessment tax collectors	..	199	0			House allowance	..	45	0
Commission to water-rate collectors	..	68	0			Refund, general account	..	10	0
Interest on water loan	..	3,500	0			Acquisition of land	..	1,000	0
Sanitary contingencies	..	570	0			Upkeep of Municipal buildings	..	200	0
Conservancy of Fort latrines	..	243	28			Additional latrines	..	100	0
Conservancy of suburb latrines	..	121	60			Green market roof	..	152	0
Buckets for latrines	..	127	82			Fort market, renewal of	..	115	0
Disinfectants	..	15	44			Improvement of roads	..	100	0
Grass for cattle	..	10	0			House at Bikke	..	12	0
Proctor's fees and stamps	..	340	0						2,456 21
Time gun	..	25	0						112,000 50
Interest on sanitary loan	..	2,255	0			Balance	..	—	12,354 13
Upkeep of cemetery	..	5	0						124,354 63

Galle, October 9, 1905.

H. L. CRAWFORD,  
Chairman.

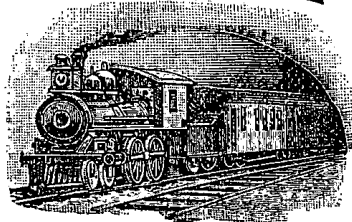
## TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied on behalf of the British American Tobacco Company, Limited, Registered Office, Cecil Chambers, 86, Strand, London, England, Tobacco Manufacturers, for the registration of the following Trade Marks for Manufactured Tobacco in Class 45 in the Classification of Goods in the above-mentioned Regulations:—

"UMBRELLA"



RAILWAY

Colonial Secretary's Office,  
Colombo, September 28, 1905.G. M. FOWLER,  
Acting Colonial Secretary.

Total Quantities of the following Articles exported from the Ports of Colombo and Galle during the under-mentioned Periods.

Vessels	Date of Clearing	For what Port.	Plantation Coffee.	Native Coffee.	Ten.	Cacao.	Bark Ginchou.	Branch Ginchou.	Ginchou Chips.	Cocoanuts.	Copra.	Cocoanut Oil.	Cocoanut Pounce.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Bhouy.	Plumbago.	Coir Koppe.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapwood.	Orchilla.	Kent Fibre.	Deer Horns.	
<b>COLOMBO.</b>	1905.																											
ss. Magdeburg	2-10	Hamburg																										
ss. Zietan	2-10	Yokohama		161686																								
ss. Historian	3-10	London	8	647495					167320			4121	600	15000		8082			2276									
ss. Bhadra	3-10	Ammapatam																		446								
ss. Fazilka	3-10	Bombay			1840															211								
ss. Sataru	3-10	Karachohi			1700																							
ss. Bhundara	3-10	Bombay			1589																							
ss. Bengal	4-10	Bombay			9417																							
ss. Victoria	5-10	Calcutta			5000																							
ss. Coromandel	5-10	London			107866																							
ss. Sumatra	5-10	London			172849																							
ss. Mongolia	6-10	Australia			160759																							
ss. Gneisenan	6-10	Bremen	80		229666																							
ss. Preussen	6-10	Hamburg	3		23062																							
ss. Tydeus	7-10	Pacific Ports			180																							
					42678							401		10000		18416				521	1017	37	50					

\* And Chips 14,560 lb.

Importation of Rice from Indian and other Ports during the Week.

TO COLOMBO:—	TO GALLE:—
From Calcutta	Southern India
Rangoon	...
Tuticorin	...
Mutpet	...
Adrampatam	...
	Bags
	31,800
	11,549
	3,412
	2,240
	3,027
Total	52,028

H. M. Customs,  
Colombo, October 9, 1905.

W. H. JACKSON,  
Principal Collector.

## LOCAL BOARD NOTICES.

**U**NDER the provisions of section 13 of the Ordinance No. 13 of 1898, notice is hereby given that the Hon. the Government Agent, Central Province, will hold a meeting at Hatton for the purpose of electing an Unofficial Member to serve on the Local Board, Hatton-Dikoya, on Monday, October 16, 1905, at 12 o'clock noon.

Local Board Office,  
Hatton, October 7, 1905.

By order,  
A. J. LANTRA,  
Secretary, Local Board.

## NOTICES TO MARINERS.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to direct that the following Notices to Mariners be published for general information.

By His Excellency's command,  
G. M. FOWLER,  
Acting Colonial Secretary.

Colonial Secretary's Office,  
Colombo, October 3, 1905.

BENGAL.—No. 354.

*Eastern Archipelago—Celebes—Salayar Strait—Pamatata Light—Arc of visibility.*

With reference to Notice to Mariners No. 328, dated August 26, 1905, issued by this office, the British Admiralty has given further notice (No. 802 of 1905) that Pamatata light (white group flashing) is visible from the bearing of N. 49° E., through east and south, to N. 40° W.

Approximate position on Chart No. 941b: lat. 5° 43½' S., long. 120° 29' E.

Variation, 2° easterly in 1905.

This notice affects the following Admiralty Charts: Eastern Archipelago, Nos. 941a and 941b; also List of Lights, part VI., 1905, No. 542; and Eastern Archipelago, part II., 1904, page 348.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 355.

*Eastern Archipelago—Borneo, South Coast—Barito River—Shoal reported in Approach.*

The British Admiralty has given notice (No. 803 of 1905) that a shoal on which depths of 5 and 7 fathoms were obtained is reported to exist at a distance of 13 miles S. 56° W. from the light-vessel at the entrance to Barito river.

Approximate position: lat. 3° 45¼' S. long. 114° 19½' E.

Variation, 2° easterly in 1905.

This notice affects the following Admiralty Chart: Eastern Archipelago, No. 941b; also Eastern Archipelago, part II., 1904, page 263.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 356.

*India, West—Sind Coast—Karachi Bulk Oil Pier—Light discontinued—Light exhibited from Buoy.*

The British Admiralty has given notice (No. 808 of 1905) that the red fixed light on the head of the Bulk-oil pier, Kiamari, Karachi harbour, has been discontinued.

Approximate position: lat. 24° 48¾' N., long. 66° 58¼' E.

Also that when the moorings off the oil pier are unoccupied a red fixed light will be exhibited from the buoy, situated at a distance of 100 yards N. 40° W. from the pier head, and the green light shown from the buoy 110 yards to the westward of this buoy will only be exhibited under similar conditions.

Variation, 1° easterly in 1905.

This notice affects the following Admiralty Chart: Karachi harbour, No. 40; also List of Lights, part VI., 1905, No. 201 (Remarks); Hindustan Pilot, 1898, page 303; and Supplement, 1903, page 19.

J. H. D. ST. JOHN, Comdr., R.I.M.,

Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 357.

*Eastern Archipelago—Celebes—Kendari Bay—Shoal in approach reported.*

The British Admiralty has given notice (No. 813 of 1905) that a shoal, with a least depth of one fathom over it, is reported to exist in the approach to Kendari bay, situated at a distance of about 3¼ miles S. 31° W. from the western end of Middle Saponda in approximately lat. 4° 1' 50" S., long. 122° 43' 50" E.

Variation, 2° easterly in 1905.

This notice affects the following Admiralty Chart: Plan of Kendari bay on Chart No. 2,196; also Eastern Archipelago, part II., 1904, page 365.

J. H. D. ST. JOHN, Comdr., R.I.M.,

Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 358.

*Eastern Archipelago—Borneo, North-west Coast—Natuna Islands—Pulo Subi—Shoal reported to the North-eastward.*

The British Admiralty has given notice (No. 815 of 1905) of the existence of a shoal, on which a depth of 4 fathoms was found, to the north-eastward of Pulo

Subi, situated in a position from which the northern extremity of that island bears S. 83° W., distant 8½ miles, and the south-eastern extremity of the same island S. 37° W.

Approximate position : lat. 3° 1¼' N., long. 109° 0' E.

There is probably less water on this shoal.

Variation, 2° easterly in 1905.

This notice affects the following Admiralty Charts : China Sea, No. 2,660a ; South Natuna islands, No. 2,104 ; also China Sea Directory, vol. II., 1899, page 83.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 359.

*China, East Coast—Shantung—Kyau Chau Bay—  
Colour of leading Lights altered.*

With reference to Notice to Mariners No. 330, dated September 30, 1904, issued by this office, the British Admiralty has given further notice (No. 820 of 1905) that the two red fixed lights shown from the front and rear leading beacons into the Commercial harbour, Kyau Chau bay, have been replaced by orange coloured fixed lights.

Approximate position, front light : lat. 36° 5¼' N., long. 120° 19½' E.

This notice affects the following Admiralty Chart :—Kyau Chau bay, No. 857 ; also List of Lights, part VI., 1905, No. 819 (Remarks) ; and China Sea Directory, vol. III., 1904, page 531.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 360.

*Eastern Archipelago—Tenga or Paternoster Islands—  
Karang Satungal—Reef extending westward.*

The British Admiralty has given notice (No. 824 of 1905) of the existence of a reef, with an estimated depth of half a fathom over it, extending in a westerly direction from Karang Satungal, the extremity of which is situated in a position from which Satungal islet bears N. 71° W., distant 2 miles.

Approximate position : lat. 7° 33½' S., long. 117° 55¾' E.

The rocks, shown on the chart as awash on the eastward and southward edges of Karang Satungal, have become vegetated ; these rocks must therefore be altered on the charts to islets.

Variation, 2° easterly in 1905.

This notice affects the following Admiralty Charts :—Eastern Archipelago, No. 941b ; Straits of Makassar, No. 2,637 ; Lombok to Flores, No. 1,696 ; also Eastern Archipelago, part II., 1904, page 218.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 361.

*China—Pechili Gulf—Port Arthur—Signals for entry  
or exit.*

The British Admiralty has given notice (No. 832 of 1905) that the following signals will be made by means of the International Code when vessels of over 50 tons burden are entering or leaving Port Arthur :—

1. When an incoming vessel approaches Lutin rock, code flag H will be hoisted first on Hwang Chin Shan fort flagstaff and then on the Harbour Master's flagstaff.

2. When a vessel is about to leave the port code flag P will be hoisted first on the Harbour Master's flagstaff, then on Hwan Chin Shan fort flagstaff.

These flags will be kept flying until the incoming vessel has anchored, or the outgoing vessel passed the Lutin rock.

3. When code flag H is flying outgoing vessels are prohibited from leaving, and when code P flag is flying incoming vessels are prohibited from passing to the westward of Lutin rock.

4. Outgoing vessels must inform the Harbour Master's office beforehand of the time at which they propose leaving.

5. When a vessel over 1,000 tons is entering or leaving the eastern port code flag B will be hoisted at the Harbour Master's office ; when this flag is flying all vessels and boats must keep clear of the entrance.

Approximate position, Harbour Master's office : lat 38° 48' N., long. 121° 15¼' E.

This notice affects the following Admiralty Chart :—Port Arthur, No. 1,236 ; also China Sea Directory, vol. III., 1904, page 593.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta,

Calcutta, September 18, 1905.

BENGAL.—No. 362.

*China, East Coast—Yang tse Kiang, South Channel—  
Chung Pau Sha—Quarantine beacon moved.*

The British Admiralty has given notice (No. 833 of 1905) that in consequence of the erosion of the coast the Quarantine beacon on Chung Pau Sha, Yang tse Kiang, has been moved S. 54° E, 4½ cables from its former position, and re-erected at a distance of 2 8/10 miles N. 55° E. from Pau Shan point pagoda.

Approximate position : lat. 31° 26¼' N., long. 121° 31½' E.

Variation, 2° westerly in 1905.

This notice affects the following Admiralty Charts : Yang tse Kiang, No. 2,809 ; approaches to the Yang tse Kiang, No. 1,602 ; also China Sea Directory, vol. III., 1904, page 403.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

BENGAL.—No. 363.

*Indian Ocean—Madagascar—Diego Suarez Bay—Nosi  
Langor Light—Sectors temporarily unreliable—  
Buoy withdrawn.*

The British Admiralty has given notice (No. 835 of 1905) that the sectors of Nosi Langor light (fixed) are not reliable, the light having been reported to be visible in all directions. Steps are being taken to remedy this defect.

Approximate position : lat. 12° 13¼' S., long. 49° 19¼' E.

Also that the black buoy shown on the Charts at a distance of 2½ cables to the southward of the light does not exist.

This notice affects the following Admiralty Charts :—Diego Suarez bay, No. 1,116 ; also List of Lights, part VI., 1905, No. 100 ; and islands of the Southern Indian Ocean, 1904, page 61.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September, 18, 1905.

## BENGAL.—No. 364.

*Japan, South Coast—Volcano Islands—New island reported subsiding.*

With reference to Notice to Mariners No. 268, dated July 15, 1905, issued by this office, the British Admiralty has given further notice that the rocky island, about 2½ miles in extent, and 480 feet high, reported to have appeared at a distance of about 3 miles north-eastward from Minami Iwo jima (San Augustino), Volcano islands, has subsided, and was, when seen on June 16, a rocky islet about a quarter of a mile long and 10 feet above the sea; it was covered with sand and pumice. Since that date no information has been received as to whether the subsidence was still in progress or not.

Approximate position: lat. 24° 20' N., long. 141° 30' E.

This notice affects the following Admiralty Chart:—Pacific ocean, No. 781; also, Sailing Directions for Japan, &c., 1904, page 269.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

## BENGAL.—No. 365.

*China, East Coast—Namoa island—Shoal to the eastward.*

The British Admiralty has given notice (No. 838 of 1905) of the existence of a rock, with a depth of 23 feet over it at low-water springs, situated to the eastward of Namoa island, in a position from which High Lamock island light bears S. 7° W., distant 11½ miles, and North point, Namoa island, N. 73° W.

Approximate position: lat. 23° 26' N., long. 117° 19' E.

This rock, which is marked by tide rips during the strength of the tide, has depths of from 8 to 10 fathoms around it, and its position is given with respect to the above-mentioned objects as shown on the existing Chart, but as they are not relatively correct, Mariners should not pass within half a mile of the charted position of this rock.

Variation, nil in 1905.

This notice affects the following Admiralty Charts:—China Sea, No. 2,661b; Formosa island, &c., No. 1,968; Hong Kong to the Brothers, No. 1,962; the

Brothers to Ockseu islands, No. 1,760; Namoa island No. 1,957; also, China Sea Directory, vol. III., 1904, page 159.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

## BENGAL.—No. 366.

*China Sea—Formosa, West Coast—Pescadores Islands—Bank reported to the Northward.*

The British Admiralty has given notice (No. 839 of 1905) that a sounding of 10 fathoms, sand and mud, has been obtained off the west coast of Formosa, about 18 miles to the northward of the Pescadores islands, in approximately lat. 24° 4' N., long. 119° 44' E.

This notice affects the following Admiralty Charts:—Amoy to Nagasaki, No. 2,412; Formosa island, No. 1,968; the Brothers to Ockseu islands No. 1,760; also China Sea Directory, vol. III., 1904, page 251.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

## BENGAL.—No. 367.

*India, South—Ceylon, North Coast—Gulf of Mannar—Shoal reported off Coilnapatam Anchorage.*

The Bombay Government has given notice (No. 73 of 1905, that the master of ss. Terrier reports that on July 27, 1905, shortly after leaving Coilnapatam Anchorage, the vessel grounded, Tiruchendur Pagoda bearing S. by W. ¼ W. (Mag.) and Penacoil Church West (Mag.) At this spot the Chart shows 6½ to 7½ fathoms water, while the sounding taken when the ship was aground were only 16 feet forward and 18 aft.

This notice affects the Admiralty Chart No. 68b, Palk Strait, and Gulf of Mannar, Sheet II., and West Coast of Hindustan Pilot, 1898, page 115.

J. H. D. ST. JOHN, Comdr., R.I.M.,  
Offg. Port Officer of Calcutta.

Calcutta, September 18, 1905.

THE under-mentioned goods having been left in the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded they will be sold by public auction on Monday, October 23, 1905, at 12 noon:—

Report Number and Date.	Vessels.	Whence.	Marks.	Quantity and Description of Goods.
1905.				
No. 598 of March 20 ..	ss. Staffordshire ..	Rangoon ..	Nil	1 piece iron roller
— of April 15 ..	ss. Katoria ..	Tuticorin ..	J H	1 bag rice
— of May 4 ..	Do. ..	do. ..	P M	1 bag poonac
— of May 28 ..	ss. Lindula ..	Calcutta ..	Nil	3 bags paddy
282 of May 8 ..	ss. Neidenfels ..	Hamburg ..	L B C	1 case sample
— of April 8 ..	ss. Pundit ..	Calcutta ..	V O	1 cask
— of June 3 ..	ss. Manora ..	London ..	S B C	1 parcel electroplate
— of June 12 ..	ss. E. F. Ferdinand ..	Trieste ..	M H	5 cases mineral water
— of June 16 ..	ss. Shropshire ..	— ..	Nil	1 bag rice
—	do. ..	— ..	Lieut.-Col. K. M. Foss	1 case merchandise
18 of July 3 ..	ss. Argenfels ..	Hamburg ..	36 in a diamond	1 do.
Do. ..	do. ..	do. ..	Nil	2 bars iron
Do. ..	do. ..	do. ..	L B C	1 case merchandise
of June 8 ..	ss. Sirsa ..	— ..	Various	2 bags rice

King's Cask Warehouse,  
Colombo, October 5, 1905.

R. N. THALNE,  
for Principal Collector.



## ROAD COMMITTEE NOTICES.

NOTICE is hereby given that in terms of a resolution passed at the meeting held on September 16, 1905, the Provincial Road Committee, will on Saturday, October 21, 1905, at 1.30 o'clock P.M., at their office in Kandy, proceed to assess the under-mentioned estates at a uniform rate per acre, in lieu of the assessment, as published in the *Gazette* of August 25, 1905, to make up the private contribution of Rs. 2,865 for the erection of an iron bridge on the 1st mile of the Bathford Valley road, and that at the same time and place the Committee will receive and consider objections.

Proprietors or Agents.	Estates.	Acreage.
O. Estates Co., Limited	Darawella	.. 675
Wanarajah Tea Co. of Ceylon, Limited	Menikwatta	.. 478
G. C. R. Norman	Hadley	.. 228
Scottish Ceylon Tea Co., Ltd.	Invery	.. 306
R. H. S. Scott	Stamford Hill No. 1	.. 138
Vogan Tea Company	Stamford Hill No. 2	.. 138
Scottish Ceylon Tea Co., Ltd.	Waterloo	.. 207
Cumberbatch & Co.	Annfield	.. 289
Sir C. Hartley (C. A. Hartley)	Kinloch	.. 122
R. H. S. Scott	Ottery	.. 243
T. Villiers	Erismere	.. 173
W. H. Walker	Roscrea and Dorothea	.. 205
J. W. Holt (A. Craib)	St. Leys	.. 130
G. C. R. Norman	Battalagalla	.. 444
Lanka Plantation Co. (J. M. Robertson & Co.)	Gonagalla	.. 189
Do.	Paramatta	.. 136
Do.	Fordyce	.. 448
Do.	Garbawn	.. 147
Vogan Tea Estates Co.	Barkindale	.. 81
Chas. Mackwood & Co.	Bathford	.. 219
Hornsey Tea Estates Co., Ltd.	Hornsey	.. 254

Proprietors or Agents.	Estates.	Acreage.
Whittall & Co.	Ingestre	.. 737
Hornsey Tea Estates Co., Ltd.	Abercainrey	.. 224
Cumberbatch & Co.	Berat	.. 226
C. L. Davis	Blinkbonnie	.. 223
The Ceylon Tea Plantation Company, Ltd.	Tillyrie	.. 754
South Wanarajah Co. (R. W. Braithwaite)	Poyston	.. 316
K. M. Power (J.M.P.)	Bon Accord	.. 163

H. WACE,  
Chairman.

Provincial Road Committee's Office,  
Kandy, October 4, 1905.

## Pupuressa Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Pooprassie Factory on Friday, October 20, 1905, at 9 A.M., to consider and report to the Provincial Committee with regard to—

(1) The acreage of the land belonging to each estate;

(2) The sections used by each estate;

(3) The names of the proprietors, resident managers or superintendents, and of the agents of each estate—

for an assessment on the private contribution of Rs. 1,379 on the maintenance estimate for the current year, and to transact such other business as may come before it.

A. G. CRAIGHEAD,  
Chairman, Local Committee.

Pooprassie Group,  
Pussellawa, September 29, 1905.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE BIBILE RUBBER COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE BIBILE RUBBER COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase, lease, take in exchange, hire, or otherwise acquire any land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (b) To appoint, engage, employ, maintain, provide for, and dismiss Attorneys, Agents, Superintendents, Managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (c) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, cocoanuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products in Ceylon or elsewhere.
- (d) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, cocoanut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (e) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (f) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (g) To lease any factory or other buildings from any company or person.
- (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h) or (i), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (i) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (j) To buy, sell, warehouse, transport, trade, and deal in rubber, cocoanuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (k) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
- (l) To establish and carry on a dairy farm and to buy and sell live stock and to sell and deal in milk and dairy produce, wholesale or retail.
- (m) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatever.
- (n) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (o) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (p) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (t) To amalgamate with any other company having objects altogether or in part similar to this Company.

- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company money or shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly any other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees, divided into Five thousand shares of One hundred Rupees each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Name and Address of Subscribers.	Number of Shares taken by each Subscriber.
G. H. ALSTON, Colombo .. .. .	One
ALEX. THOMSON, Colombo .. .. .	One
By his Attorney G. H. ALSTON.	
ALF. H. AYDEN, Colombo .. .. .	One
O. T. MACDERMOTT, Colombo .. .. .	One
W. E. DRURY, Colombo .. .. .	One
STANLEY BOIS, Colombo .. .. .	One
J. E. ALSTON, Colombo .. .. .	One

Witness to the above signatures at Colombo this 10th day of October, 1905 :

GEORGE DE SARAM,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE BIBILE RUBBER COMPANY OF CEYLON, LIMITED.

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

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

### INTERPRETATION CLAUSE.

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

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

The "Ordinance" means and includes "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.

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

### BUSINESS.

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

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

### CAPITAL.

4. The original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand shares of One hundred Rupees (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient. The Directors may with the like sanction sub-divide or consolidate the shares of the Company or any of them.

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

7. The Directors may in like manner, and with like sanction, reduce the capital of the Company.

### SHARES.

8. 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.

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

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

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

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

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

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

14. Shares may be registered in the name of two or more persons not in partnership.

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 to become a Shareholder in respect of any share. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

18. Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares, every certificate shall specify the number of shares in respect of which it is issued.

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

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

#### CALLS.

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

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

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

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

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

## TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 28 and 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

## TRANSMISSION OF SHARES.

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

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

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

## SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Seventy-five thousand rupees (Rs. 75,000) or the equivalent of that sum in lawful money of Great Britain at the current rate of exchange.

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

60. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting.

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

73. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

76. No Shareholder shall be entitled to vote at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a



deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

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

78. No person shall be entitled to hold a proxy who is not a Shareholder of the Company; but the attorney of a Shareholder, even though not himself a Shareholder, may represent and vote for his principal at any meeting of the Company.

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

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

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

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

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

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

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

#### DIRECTORS.

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

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

As a remuneration for their services, the Directors shall be entitled to such sum as the Shareholders in General Meeting shall from time to time appoint.

84. The first Directors shall be Stanley Bois of Colombo, Henry Oswald Hoseason of Demodera, and George Hay Alston of Colombo, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

85. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors and (or) Visiting Agent or Agents of the Company, or Superintendents of any of the estates, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents or Superintendents.

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

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

#### ROTATION OF DIRECTORS.

86. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 87.

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

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

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

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

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

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

98. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit (other than Managing Director, Visiting Agent, Superintendent, or Secretary) under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

#### POWERS OF DIRECTORS.

99. The Directors shall have power to carry into effect the lease, purchase, or acquisition of any lands, estates, or property they may think fit, or any share or shares thereof.

100. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

104. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm being the Secretaries, being signified by a partner of the said firm signing for and on behalf of the said firm as such Secretaries.

105. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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.
116. The Directors shall cause minutes to be made in a book or books to be provided for the purpose—
- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
  - (2) Of the names of the Directors present at each meeting of the Directors.
  - (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
  - (4) Of all orders made by the Directors.
  - (5) Of all resolutions and proceedings of all General Meetings of the Company.
  - (6) Of all resolutions and proceedings of all Meetings of the Directors.
  - (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

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

#### ACCOUNTS.

118. The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

134. The Directors may, if they think fit, determine on and declare an interim dividend to be paid or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

135. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

136. The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

149. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

## EVIDENCE.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo this 10th day of October, 1905.

G. H. ALSTON.

ALEX. THOMSON.

By his Attorney G. H. ALSTON.

ALF. H. AYDEN.

O. T. MACDERMOTT.

W. E. DRURY.

STANLEY BOIS.

J. E. ALSTON.

Witness to the above signatures:

GEORGE DE SARAM,

Proctor, Supreme Court, Colombo.

**The Rubber Plantations of Kalutara, Limited.**

THE First General Meeting in terms of the Articles of Association of the Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, at noon, on Thursday, the 9th November, 1905.

*Business.*

To appoint Directors.

To transact any further business that may be brought before the meeting.

BOIS BROTHERS & Co.,  
Agents and Secretaries.

**The Malay States Coffee Company, Limited.**

NOTICE is hereby given that the Ordinary General Meeting of the Company will be held at noon on Wednesday, October 25, 1905, at the registered office of the Company, No. 1, Baillie street, Fort, Colombo.

*Business.*

1. To receive the report of the Directors and accounts of the Company to March 31st, 1905.

2. To elect a Director.

3. To appoint an Auditor and transact any other business that may be duly brought before the meeting.

The Share Registers will be closed from October 23rd to November 6th, both days inclusive.

By order of the Directors,

LEE, HEDGES & Co.,  
Agents and Secretaries.

Colombo, October 11, 1905.

IN terms of section 8 of Ordinance No. 2 of 1877, I, Appacutty Kantaiya of Sarasalai, Jaffna, do hereby give notice that it is my intention to apply, three months hence, to His Excellency the Governor for admission as Notary Public to practise in the District of Jaffna in the Tamil language.

A. KANTAIYA.

Sarasalai,  
Jaffna, June 24, 1904.

I, MODERAGE BASTIAN WAAS of Moratuwa, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, that I intend, three months hence, to apply to His Excellency the Governor of Ceylon to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Chilaw.

M. B. WAAS.

Moratuwa, August 10, 1905.

I, DHARMADASA SIRISENA JAYASINGHE, presently of Panvilatenna n Udapalata korale, Central Province, do hereby give notice in terms of section 8 of Ordinance No. 2 of 1877, that I shall, three months hence, apply to His Excellency the Governor to be admitted and entolled a Notary Public to practise in Sinhalese in the District of Anuradhapura.

D. S. JAYASINGHE.

September 14, 1905.

I, DON MARSHALL KULATUNGE of Ratnapura in Kuruwiti korale in the District of Ratnapura, do hereby give notice in terms of section 8 of Ordinance No. 2 of 1877, that I shall, three months hence, apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the divisions of Wellassa and Wellawaya in the Province of Uva.

D. M. KULATUNGE.

Ratnapura, September 26, 1905.

I, I, Supramaniam Vaitilingam of Uduville, Jaffna, do hereby give notice that it is my intention to apply, three months hence, to His Excellency the Governor for admission as Notary Public to practise in the District of Batticaloa in the Tamil language.

S. VAITILINGAM.

Jaffna, June 24, 1905.