



# Ceylon Government Gazette

Published by Authority.

No. 6,169—FRIDAY, FEBRUARY 8, 1907.

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 ..	144	Trade Marks Notifications ..	160
Board of Trade Notices ..	—	Local Board Notices ..	154
Notices to Mariners ..	161	Road Committee Notices ..	158
Notifications of Quarantine ..	—	Notices affecting Small Towns ..	—
Returns of Imports and Exports ..	163	Notices affecting Village Communities (Gansabhawa) ..	—
Railway Traffic Returns ..	—	Unofficial Announcements ..	101

### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE KEGALLE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE KEGALLE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof Higgoda Estate, situate in the District of Kegalle, containing in extent 267 acres 3 roods 12 perches or thereabouts.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any 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.
  - (c) 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.

- (d) 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, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products in Ceylon or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut 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.
- (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (g) 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.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) 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.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, 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, merchandize, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm and to buy and sell live stock and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in 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.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the 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.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) 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.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.

- (v) 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.
- (w) 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.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) 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.
- (z) 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 1) 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 2) 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 3) 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 in money or in 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 other.
- (z 4) 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 5) 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 Four hundred and Fifty thousand Rupees, divided into Thirty thousand shares of Fifteen 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.

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
W. W. MITCHELL, Colombo	One
W. E. MITCHELL, Colombo	One
F. S. MITCHELL, Colombo	One
C. O. SOLOMONSZ, Colombo	One
J. THOMAS, Colombo	One

Witness to the above signatures at Colombo, this Fourth day of January, 1907.

A. W. NELSON,  
Clerk to Messrs. Julius & Creasy.

JAMES F. HEADRICK, Colombo
 One |

Witness to the above signature at Colombo, this Fifth day of January, 1907:

A. W. NELSON,  
Clerk to Messrs. Julius & Creasy.

THOS. P. SIMPSON, Colombo
 One |

Witness to the above signature at Colombo, this Ninth day of January, 1907:

A. W. NELSON,  
Clerk to Messrs. Julius & Creasy.

## ARTICLES OF ASSOCIATION OF THE KEGALLE RUBBER COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provision, 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 Kegalle Rubber Company, 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 Four hundred and Fifty thousand Rupees (Rs. 450,000), divided into Thirty thousand shares of Fifteen Rupees (Rs. 15) 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.

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 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 or the creation thereof, or any other General Meeting of the Company, shall direct, and, if no direction be given, the Directors shall determine, and in particular such shares may be issued with a preferential or other right to the dividends and in the distribution of assets of the Company, and with a special or other right of voting.

Subject to any notice in writing that may be given by the meeting that sanctions the increase of capital, all notices given to the Shareholders in proportion to the existing shares held by them, and such offer shall be made in respect of the number of shares to which the Shareholder is entitled, and limiting a time within which to accept, 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.

18. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon.

19. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof 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 two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the 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.

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

31. The Directors may, by such means as they shall deem proper, 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 stock, or genuineness of any instrument or transfer produced by a person claiming a transferred share, or to enquire into the genuineness of such instrument or transfer, or whether they abstain from so inquiring, or do so in solution. The transferor shall have no claim whatsoever upon the Company in respect of the share, instead of 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 next three 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 34 shall not, from any cause whatever, within 12 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 12 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 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 *bond 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, 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 Five thousand Pounds (£5,000) sterling, or its equivalent in Rupees.

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 express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

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

\* 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 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 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 this rule does not apply to a power of attorney.

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 :—

*The Kegalle Rubber Company, Limited.*

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 one hundred 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 Sir William Wilson Mitchell, Thomas Pemberton Simpson, James Fullerton Headrick, and William Edward Mitchell, 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 Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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 purchase of Higgoda Estate, situate in the District of Kegalle, containing in extent 267 acres 3 roods 12 perches, or thereabouts, and the lease, purchase, or acquisition of any other 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.

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

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

103. 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.

104. 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.

105. 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.

106. 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.

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 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 casual 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 4th day of January, 1907.

W. W. MITCHELL.

W. E. MITCHELL.

F. S. MITCHELL.

C. O. SOLOMONSZ.

J. THOMAS.

Witness: \_\_\_\_\_

A. W. N.

JAMES F. HEADY, estate or property or assets  
for any services rendered or to

Witness charge any consideration to be

THOS. P. S. of the Company, or partly in one  
with power to issue any shares either

Witness

or sharing profits, union of interest,  
with any person or persons, corporation,

## MEMORANDUM OF ASSOCIATION OF THE UDAKELLE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE UDAKELLE RUBBER COMPANY, LIMITED."
  2. The Registered office of the Company is to be established at Hatton, Ceylon.
  3. The objects for which the Company is established are :—
    - (1) To purchase and acquire the "Udakelle" estate situate in the North-Western Province of Ceylon.
    - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the North-Western Province aforesaid or elsewhere, and any rights of way, water rights, and other rights, privileges, and easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind, or any share or shares thereof, or interest therein.
    - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estate, or property and assets of any kind of the Company, or any part thereof.
    - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products or produce of any kind in Ceylon or elsewhere.
    - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; and to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
    - (6) To carry on in Ceylon, or elsewhere, all or any of the following business, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above, or any of them.
    - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any part of the Company's general business and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
    - (8) To purchase rubber, tea leaf, coffee, and (or) other raw products, or produce, for manufacture, manipulation, and (or) sale.
    - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
    - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
133. The Directors may, with the sanction of a general meeting of the Company, declare a dividend out of the profits of the Company, and may pay a bonus to the members of the Company such a sum as they may think fit.
134. The Directors may, with the sanction of a general meeting of the Company, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, or any other works and conveniences which may be necessary or desirable for the purposes of the Company, or may seem calculated directly or indirectly to benefit the Company's interests; and to contribute to, subsidize, or otherwise assist or
135. No unpaid dividend shall be paid to any member of the Company who is indebted to the Company in respect of any of the above objects.
136. The Directors may, with the sanction of a general meeting of the Company, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, or any other works and conveniences which may be necessary or desirable for the purposes of the Company, or may seem calculated directly or indirectly to benefit the Company's interests; and to contribute to, subsidize, or otherwise assist or
137. No unpaid dividend shall be paid to any member of the Company who is indebted to the Company in respect of any of the above objects.

- (12) To cultivate, manage, and superintend estates and properties in Ceylon and 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.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such as such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with such arrangements, rights, privileges, and concessions.
- (15) To procure the Company to be registered or established in the Island of Ceylon; and, if and when necessary or thought advisable, elsewhere.
- (16) 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.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital, or the unpaid calls of the Company.
- (18) 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 it, 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 the moneys secured thereby or any part or parts thereof and to re-borrow.
- (19) 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.
- (20) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (21) To remunerate any parties for services rendered, or to be rendered, in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (23) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the undertaking, property, and rights of the Company for such consideration as the Company think fit, and in particular in consideration of rents, moneys, or securities for money, shares, debentures, or securities of any other Company or companies having objects altogether or in part similar to those of the Company.
- (24) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, company or companies, 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.
- (25) 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 (whether fully paid up or partly paid up) or debenture 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 as fully paid up, or partly paid up, for such purpose.
- (26) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, corporation,



or company carrying on, or about to carry on, or engage in, any business or transaction which this Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidize or otherwise assist, any such Company; and to sell, hold, reissue with or without guarantee, or otherwise deal with, such shares or securities.

- (27) To form, constitute, or promote any other Company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (28) To accept as consideration for the sale or disposal of the whole or any part of the undertaking, lands, real or personal, immovable or movable, estate or property or assets of this Company or in discharge of any other consideration to be received by this Company, money, or shares (whether fully paid up or partly paid up) or any other company or companies, or the debentures or debenture stock or obligations of any company or companies, or person, or partly one and partly any other or others.
- (29) 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.
- (30) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Fifteen thousand (15,000) shares of Fifty Rupees (Rs. 50) each.

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

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

Names and addresses of Subscribers.	Number of Shares taken by each Subscriber.
DAVID KERE, Abergeldie, Watawala .. .. .	One
JOHN GODFREY PALMER, Gonagella, Dikoya .. .. .	One
ROBERT KOHLLOFF CLARK, Dunkeld, Dikoya .. .. .	One
JOSEPH CHARLES DUNBAR, Mount Vernon, Kotagala .. .. .	One
CHARLES EDWARD WELLDON, East Holyrood, Talawakale .. .. .	One
HENRY MATHEW ALLEYN, Choisy, Pundalu-oya .. .. .	One
CHARLES ROBERT ROBSON, Hardenhuish, Watawala .. .. .	One

Witness to the above signatures: F. LIESCHING, Proctor, Supreme Court.

Hatton, January 5, 1907.

## ARTICLES OF ASSOCIATION OF THE UDAKELLE RUBBER COMPANY, LIMITED.

It is agreed as follows:—

1. *Table C not to apply; Company to be governed by these Articles.*—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.

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

### INTERPRETATION.

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

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

*The Ordinance.*—"The Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861, 1888, and 1893," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

*Special resolution and extraordinary resolution.*—"Special resolution" and "extraordinary resolution" have the meanings assigned thereto respectively by "the Ordinance."

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

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

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

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

*Presence or present.*—"Presence or present" at a meeting means presence, or present, personally or by proxy or by attorney duly authorized.

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

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

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

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

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

*Month.*—"Month" means a calendar month.

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

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

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

### BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire the Udakelle estate situate in the North-Western Province of Ceylon; and generally 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.

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

### CAPITAL.

6. *The Capital.*—The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Fifteen thousand (15,000) shares of Fifty Rupees (Rs. 50) each.

### INCREASE OF CAPITAL.

7. *Nature and amount.*—The Company may, from time to time, by special resolution, increase its capital by the creation of new shares of such amount per share, and in the aggregate, as may be deemed expedient.

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

### REDUCTION OF CAPITAL.

8. *Reduction of Capital.*—The Company may, from time to time, by special resolution, and with the sanction of Court, reduce its capital.

### ALTERATION OF CAPITAL.

9. *Consolidation, subdivision or cancellation of shares.*—The Company may at any time by special resolution consolidate or subdivide its shares, or a portion thereof; or cancel any of its shares which have not been taken up or agreed to be taken up by any person.

## DIFFERENT CLASSES OF SHARES.

10. *Preference and deferred shares, &c.*—Any shares that may from time to time be issued or created may be issued or created with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, or any other General Meeting of the Company, may from time to time by special resolution determine.

## PREMIUM ON SHARES.

11. The General Meeting of the Company authorizing an issue of shares, or resolving on the creation of new shares, may direct that there shall be added to such shares such an amount of premium as such meeting shall consider proper.

## CALLS AND INSTALMENTS.

12. *Differences as regards calls.*—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.

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

## ORIGINAL SHARES.

14. *Original issue.*—Of the original issue of one thousand shares, seven hundred and seventeen fully paid shares shall be issued to the vendors of Udakelle or their nominees in payment of the purchase price payable to them. The remainder shall be issued at the discretion of the Directors.

15. *Further issues.*—The Company may from time to time, and until the whole of the nominal capital is called up, authorize a fresh issue of shares on such terms and conditions as the General Meeting authorizing such issue, or any other General Meeting of the Company, shall direct, and if no such direction shall be given, as the Directors shall determine.

## NEW SHARES.

16. *Terms and conditions.*—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 shall be given, as the Directors shall determine.

## ARRANGEMENTS ON ISSUE OF SHARES.

17. *Control of shares.*—Shares shall, except where otherwise provided, and subject to the provisions of Articles 14 and 18, be allotted at the discretion of and by the Directors, who shall add to such shares such an amount of premium (if any) as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, shall have directed, or as the Company may by special resolution determine.

18. *Shares to be offered to Shareholders.*—Subject to any direction to the contrary that may be given by the Company in General Meeting, or any provision to the contrary contained in these Articles, all shares being issued shall in the first place be offered by the Directors to the registered Shareholders for the time being of the Company, as nearly as possible in proportion to the shares already held by them; and such offer shall be made by notice to each such registered Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined. Such shares as shall be declined by the Shareholder, to whom the same shall have been offered, or as shall not be accepted by him within the time specified in that behalf by the Directors, shall after the expiration of such time be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided that the Directors may at their discretion (subject as aforesaid) allot any shares so being issued, or any portion of them, in payment for any estates or lands or other property being purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

## SPECIAL PROVISIONS AS TO SHARES.

19. *Resolutions affecting a particular class of shares.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may, by an extraordinary resolution passed at a meeting of such holders, consent on behalf of all the holders of shares of that class to the issue, or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting that class of shares, and such resolution shall be binding upon all the holders of shares of that class, provided that this Article shall not be read as implying the necessity for such consent in any case, in which, but for this Article, the object of the resolution could have been affected without it.

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

## GENERAL PROVISIONS AS TO SHARES.

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

22. *Payment.*—Payment for shares shall be made, except when otherwise provided, in such manner as the Directors shall from time to time determine and direct.

23. *Interest on unpaid amounts.*—If before or on the day appointed for payment any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for to the day of actual payment.

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

25. *Shares held by two or more persons not in partnership.*—Shares may be registered in the name of two or more persons not in partnership.

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

27. *Survivor of joint-holder, other than a firm, only recognized.*—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.

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 shares.

28. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 42.*—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 Article 44 to become a Shareholder in respect of any share.

29. *Certificates.*—The certificates of shares shall be issued under the seal of the Company, and signed by two Directors or by one Director and the Secretary or Secretaries of the Company.

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

31. *Renewal of certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors may 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 paid for such new certificate.

32. *Certificate to be delivered to the first-named of joint-holders not a firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first-named on the register.

#### TRANSFER OF SHARES.

33. *Exercise of rights.*—No person shall exercise any rights of a Member until his name shall have been entered in the Register of Members and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

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

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

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

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

39. *Not bound to state reason.*—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.

40. *Registration of transfer.*—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 Rs. 2:50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 40, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

43. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately following each Ordinary General Meeting, including the First General Meeting; also at such other times as the Directors may decide not exceeding seven days further in any one year.

## TRANSMISSION OF SHARES.

44. *Title to shares of deceased holder.*—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.

45. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any Committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, insolvency or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

46. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 45 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.

## SHARES (SURRENDER AND FORFEITURE).

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

48. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment for 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 his trustee or assignee in insolvency, 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.

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

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

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

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

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

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

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 49 hereof, shall be redeemable after sale or disposal.

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

54. *Lien how made available.*—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 his assignee or trustee requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

55. *Proceeds how applied.*—The nett proceeds of any sale that takes place under the provisions of Articles 49 and 54 hereof shall be applied in or towards satisfaction of the debt, liability, or engagement that gave rise to the lien, and the residue (if any) paid to such Shareholder or to his representatives.

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

*Transfer on sale how executed.*—Upon any such sale taking place two of the Directors may execute a transfer of the shares sold to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

#### CALLS.

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

58. *Calls when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors.

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

60. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall 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 the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article.

61. *Payment in anticipation of calls at interest.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, any part of the amount of his shares beyond the sum actually called up.

#### BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power to procure at any time, and 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, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 10,000).

With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such Meeting shall determine.

63. *Security of loans.*—The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in this Article, and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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



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

68. *Extraordinary General Meeting.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

69. *Requisition of Shareholders to state object of Meeting; on receipt of requisition Directors to call meeting; and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

70. *Notice of resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

71. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

72. *Business requiring, and not requiring, notification.*—Every Ordinary General Meeting shall be competent without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and 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 retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been given in the notice or notices upon which the Meeting was convened.

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

74. *Quorum to be present.*—No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors, or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more Shareholders entitled to vote.

75. *If the quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of 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.

76. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

77. *Business confined to election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

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

#### VOTING AT MEETINGS.

80. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy or by attorney duly appointed, 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 proxy and attorney; and unless a poll be immediately demanded in writing by at least three members present in person, and not by proxy or by attorney, at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

81. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

82. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by three Shareholders present in person, and not by proxy or by attorney, at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a 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 attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

84. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every one share held by him up to ten. He shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

85. *Guardian of infant, &c., when not entitled to vote.*—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.

86. *Voting in person or by proxy.*—Votes may be given either personally, or by proxy, or by attorney duly authorized.

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

88. *Shareholder in arrear or not registered one month previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or insolvent or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least one month previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be sealed with the common seal of such corporation.

90. *When proxy to be deposited.*—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.

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

*The Udakelle Rubber Company, Limited.*

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 \_\_\_\_\_.

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

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

DIRECTORS.

94. *Number of Directors.*—The number of Directors shall never be less than three or more than six.

95. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Five hundred Rupees (Rs. 500), and upon which, in the case of partly paid up shares, all calls for the time being made shall 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 appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be Henry Mathew Alleyn of Choisy, Pundalu-oya, Robert Kohlhoff Clark of Dunkeld, Dikoya, and John Godfrey Palmer of Gonagalle, Dikoya, all of Ceylon, who shall hold office till the first Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

97. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, Managing Director or Managing Directors and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or

Superintendents or of any of the Company's estates, for such time, and on such terms, as the Directors may determine or fix by agreement with the person or persons appointed to the office, and the Directors may from time to time revoke such appointment, and appoint another or others Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Agents, and (or) Superintendent or Superintendents.

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

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

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

99. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

100. *Duration of office of Director appointed to vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

101. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 102.

102. *Retiring Directors how determined.*—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.

103. *Retiring Directors eligible for re-election.*—Retiring Directors shall be eligible for re-election.

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

105. *Number of Directors how increased or reduced.*—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.

106. *If election not made, retiring Director to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary 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.

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

108. *When office of Director to be vacated.*—The office of 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.
- (f) If he is absent from the Island for more than three months.

*Exceptions.*—But the above rule shall be subject to the following exceptions:—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 proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company. Nevertheless, he shall not vote in respect of contract work or business in which he may be personally interested.

109. *How Directors removed and successors appointed.*—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, and 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.

110. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer, and his heirs, executors, and administrators, shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer, or the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of any title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same happen through his own wilful act or default.

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

#### POWERS OF DIRECTORS.

112. *Management and expenses.*—The business of the Company shall be managed by the Directors either by themselves or through a managing Director, and with the assistance of an agent or agents, secretary or

secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors 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, incorporation, and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said Udakelle estate, and of any other lands, estates, or property, or any share or shares thereof, or interest therein, that the Company may hereafter purchase, lease, or acquire, and in and about the opening, clearing, planting, cultivation, and development thereof, and otherwise in or about the working and business of the Company.

113. *Working arrangements.*—The Directors shall have power to make, and may make, such rules or regulations for the management of the business of the Company in such manner 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 an 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, visiting agents, superintendents, inspectors, 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 enter into agreements in connection therewith, and from time to time determine the duties of all persons so appointed; and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

114. *Legal advisers.*—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.

115. *Banking arrangements.*—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 signature as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies or appointments to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

116. *Arrangements for amalgamation or sale.*—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, 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.

117. *General powers.*—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 or 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 executed or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

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

- (1) To take such steps as they think fit to carry into effect the purchase and acquisition of the said Udakelle Estate subject to the terms and conditions contained in any grant of the several portions of such Estate or any modifications thereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecutions, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands made by or against the Company.
- (3) To refer any claim or demand made by or against the Company to arbitration, and observe and perform or enforce the award.
- (4) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (5) 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.
- (6) To invest any of the moneys of the Company which the Directors may consider not 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.
- (7) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any person to be members of such local board, or any managers or agents abroad, and to fix their remuneration.
- (8) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable

by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and to fix the remuneration of, and at any time to remove, such Director or other person or Company, and to annul or vary any such delegation.

The Directors shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

119. *Meeting of Directors.*—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.

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

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

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

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

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

125. *Regulation of proceedings of Committees.*—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 be not superseded by the express terms of the appointment of such committees respectively, or any regulation imposed by the board.

126. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—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.

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

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

128. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person, or one of the persons who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the persons, or one of the persons who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting respectively; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and 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.

129. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed or instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, of the Company 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 or duly authorized manager, attorney, or agent of the said firm signing for and on behalf of the said firm as such Secretaries.

#### ACCOUNTS.

130. *What accounts to be kept.*—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 receipts and expenditure take place, and of the assets,

credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

131. *Accounts how and when open to inspection.*—The Directors shall from time to time determine whether and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or 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 the statutes or authorized by the Directors, or by a resolution of the Company in General Meeting.

132. *Statement of accounts and balance sheet to be furnished to General Meetings.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account of the preceding year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

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

134. *Copy of balance sheet to be sent to Shareholder.*—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.

135. *Division of profits.*—Subject to the rights of Shareholders entitled to shares issued upon special condition, the profits of the Company shall be divisible among the Shareholders in proportion to the amount paid up on the shares held by them respectively. Provided, nevertheless, that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

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

136. *Declaration of dividend.*—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 according to their rights and interest in the profits, but no dividend shall be payable except out of nett profits.

137. *Interim dividend.*—The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

138. *Reserve fund.*—Previously to the Directors recommending any dividend, they may 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 shall think fit, or place the same in fixed deposit in any bank or banks.

139. *Application thereof.*—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, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

140. *Unpaid interest or dividend not to bear interest.*—No unpaid interest or dividend or bonus shall ever bear interest against the Company.

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

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

143. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest, or dividends, or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest, or dividends, or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

144. *Shares held by a firm.*—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.

145. *Joint-holders other than a firm.*—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.

#### AUDIT.

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

147. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but 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.

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

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

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

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

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

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

#### NOTICES.

154. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

155. *Shareholders to register address.*—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.

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

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

157. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a Post 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.

158. *Non-resident Shareholders must register addresses in Ceylon.*—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.

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

#### ARBITRATION.

160. *Directors may refer disputes to arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other Company or persons, the same may be referred by the Directors to arbitration.

#### EVIDENCE.

161. *Evidence in action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was when the claim arose, on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, or the appointment of the Directors who made any call, or that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted, or any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, the undersigned David Kerr and Robert Kohlhoff Clark at Hatton the 5th day of January, 1907; Joseph Charles Dunbar at Hatton, and John Godfrey Palmer at Nuwara Eliya the 12th day of January, 1907; Charles Edward Welldon and Henry Mathew Alleyne at Hatton the 14th day of January, 1907; and Charles Robert Robson at Watawala the 17th day of January, 1907.

DAVID KERR.  
J. G. PALMER.  
R. K. CLARK.  
JOSEPH. C. DUNBAR  
C. E. WELLDON.  
HENRY M. ALLEYNE.  
CHARLES R. ROBSON.

Witness to the above signatures :

F. LIESCHING,  
Proctor, Supreme Court.



**MEMORANDUM OF ASSOCIATION OF THE ARANAYAKE RUBBER ESTATES COMPANY,  
LIMITED.**

1. The name of the Company is "THE ARANAYAKE RUBBER ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Kandy.
3. The objects for which the Company is to be established are—
  - (a) To purchase or acquire the Galbokka Estate, situate in the District of Kegalle, in the Island of Ceylon.
  - (b) To mortgage and hypothecate the said Estate for securing the repayment of £1,500 sterling with interest at the rate of eight per cent. per annum.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any 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.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a 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, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut 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.
  - (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land either with any other person or company, or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
  - (i) To lease any factory or other buildings from any company or person.
  - (j) 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.
  - (k) 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.
  - (l) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, 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, merchandize, articles, and things of any kind whatever.
  - (m) 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.



- (n) 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.
- (o) 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 whatsoever.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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.
- (u) 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.
- (v) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (w) 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.
- (x) 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.
- (y) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (z) 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.
- (z 1) 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 2) 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 3) 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 4) 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 in money or in 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 other.
- (z 5) 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 6) 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 Three hundred thousand Rupees, divided into Twenty thousand shares of Fifteen 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.

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
ROBERT CASSIE, Cattarem, Dolosbage ..	.. One
E. H. SIMPSON, Ingurugalla, Dolosbage ..	.. One
GILBERT FENNING, Ingurugalla, Dolosbage ..	.. One
Witness to the above signatures :	
EMILY E. FENNING, Ingurugalla, Dolosbage.	
R. M. SLOMAN, Cattarem, Dolosbage ..	.. One
W. ROLLO CASSIE, Cattarem, Dolosbage ..	.. One
Witness to the signatures of R. M. Sloman and W. Rollo Cassie:	
W. J. CASSIE, Dolosbage.	
SYDNEY JOHNSTON, Mayfield, Dimbula ..	.. One
Witness to the above signature :	
NIGEL F. LEE, Proctor, Supreme Court, Kandy.	
AMY L. SINCLAIR, Rangalla ..	.. One
WILLIAM SINCLAIR, Rangalla ..	.. One
Witness to the above signatures :	
EMMA JANE SINCLAIR	

## ARTICLES OF ASSOCIATION OF THE ARANAYAKE RUBBER ESTATES COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provision, 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 Aranayake Rubber Estates Company, 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.

### PRELIMINARY.

4. The Directors of the Company may as soon as the Company is incorporated execute a mortgage over the Galbokka Estate in favour of the lender or lenders for securing the repayment of £1,500 sterling with interest at the rate of eight per centum per annum.

### CAPITAL.

5. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Twenty thousand shares of Fifteen Rupees (Rs. 15) each.

6. 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.

7. 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.

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

### SHARES.

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

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

11. 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, and 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. 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.

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

14. Shares 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.

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

16. 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.

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

18. 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 36 to become a Shareholder in respect of any share.

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon.

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

21. 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.

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

23. 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.

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

25. 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.

26. 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.

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

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 36 shall not, from any cause whatever, within 12 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 12 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.

38. 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.

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

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

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

40. 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.

41. 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.

42. 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.

43. 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 *bona fide* sold or re-allotted, or otherwise disposed of under Article 41 hereof, shall be redeemable after sale or disposal.

44. 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 of such persons. And the Directors may decline to register any transfer of shares subject to such charge or lien.

45. 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.

46. 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.

47. A certificate in writing under the hands of one of the Directors and of the Secretary, that the power of sale given by clause 45 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

48. 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.

49. 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, together with the sum of £1,500 sterling mentioned in clause 4 of these Articles, exceed Three thousand Pounds (£3,000) sterling.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

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



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

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

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

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

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

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

68. 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.

69. 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.

70. 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.

71. 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.

72. 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.

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

74. 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.

75. 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.

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

77. 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.

78. 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.

79. No person shall be entitled to hold a proxy who is not a Shareholder of the Company, but this rule does not apply to a power of attorney.

80. 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.

81. 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:—

*The Aranyake Rubber Estates Company, Limited.*

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 \_\_\_\_\_.

82. 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.

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

DIRECTORS.

84. 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 appropriate a sum not exceeding Rs. 2,500 annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

85. The first Directors shall be Robert Cassie, William Sinclair, and Sydney Johnston, 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.

86. 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.

87. 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 88.

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

89. 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.

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

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. The Directors shall have power to carry into effect the acquisition of the Ga'bokka Estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

101. 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.

102. 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.

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

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

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

111. 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.

112. 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.

113. 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.

114. 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.

115. 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.

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

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

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

132. 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.

133. 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.

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

135. 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.

136. 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.

137. 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.

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

139. 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.

140. 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.

141. 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.

142. 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.

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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 Ingurugalla, this 21st day of December, 1907.

ROBERT CASSIE.  
E. H. SIMPSON.  
GILBERT FENNING.

Witness to the above signatures:

EMILY E. FENNING,  
Ingurugalla, Dolosbage.

W. ROLLO CASSIE.  
R. M. SLOMAN.

Witness to the signatures, of R. M. Sloman and  
W. Rollo Cassie:

W. J. CASSIE.

SYDNEY JOHNSTON.

Witness to the above signature:

NIGEL F. LEE.

AMY L. SINCLAIR.  
WILLIAM SINCLAIR.

Witness to the above signatures:

EMMA JANE SINCLAIR.

**The Kalutara Rubber Company of Ceylon, Limited.**

NOTICE is hereby given that the Third Ordinary General Meeting of the shareholders of the Company will be held at the registered office of the Company, No. 18, Upper Chatham street, Fort, Colombo, on Monday, the 18th February, 1907, at 3 P.M.

By order of the Directors,  
GORDON FRAZER & Co.,  
Agents and Secretaries.

**The Kampong Kuantan Rubber Company, Limited.**

NOTICE is hereby given that in compliance with the Joint Stock Companies' Ordinance the First Ordinary General Meeting of the above Company will be held on Saturday, 16th February, 1907, at 12 noon, at the registered office of the Company, 2, Saunders' place, Colombo.

*Business.*

1. To pass the accounts of the Company for the year ended 31st December, 1906, if the same can be prepared in time.
2. To elect Directors in place of the provisional Directors who retire.
3. To appoint an Auditor for the current year.
4. To transact any other business that may be duly brought before the meeting.

By order of the Directors,  
*per pro.* BOUTEAD BROS.,  
F. STEPHENS,  
Agents and Secretaries.

**The Midland Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary Meeting of shareholders will be held at the registered office of the Company, No. 1, Baillie street, Fort, Colombo, on Friday, 16th February, 1907, at 12 noon.

*Business.*

To authorize the issue of 750 new shares of Rs. 100 each, such shares to carry a cumulative preferential dividend of 7 per cent. from 1st January, 1910. The shares to be payable as follows:—

Rs. 50 on allotment and the balance in calls of Rs. 10 each as required at intervals of not less than four months.

By order of the Directors,  
LEE, HEDGES & Co.,  
Agents and Secretaries.

Colombo, February 7, 1907.

**The Knavesmire Estates Company, Limited.**

NOTICE is hereby given that the Eleventh Ordinary General Meeting of the shareholders of the Company will be held at noon on Wednesday, the 20th February, 1907, at the registered office of the Company, No. 14, Queen street, Colombo.

*Business.*

To receive the report of the Directors and statement of accounts to 31st December, 1906.

To declare a dividend, elect a Director, appoint an Auditor, and to transact any other business that may be brought before the meeting.

By order of the Directors,  
GEORGE STEUART & Co.,  
Agents and Secretaries.

**The Colombo Hotels Company, Limited.**

NOTICE is hereby given that the Half-yearly Meeting of the Shareholders of this Company will be held in the Western Drawing-room of the Grand Oriental Hotel, Colombo, at 12 noon on Saturday, the 16th February, 1907, to receive the report of the Directors and the statement of accounts for the half-year ending 31st December, 1906.

Any shareholder unable to attend this meeting will please to appoint some Shareholder to act as his proxy. A legal form (which may be obtained from the undersigned on application) must be deposited, duly executed, at this office before noon on the 15th instant.

The transfer register of the Company will be closed between the 2nd and 16th of February, 1907.

R. E. PINEO,  
Secretary.

Colombo, February 1, 1907.

**The Ceylon Ice and Cold Storage Company, Limited.**

NOTICE is hereby given that the Fifth Ordinary General Meeting of shareholders will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Monday, 18th February, 1907, at noon.

*Business.*

1. To receive the report of the Directors and accounts for the year ending 31st December, 1906.
2. To declare a dividend.
3. To elect two Directors.
4. To elect an Auditor for 1907.
5. To transact such other business as may properly come before the meeting.

The share transfer books of the Company will be closed from the 4th to the 21st day of February, 1907, inclusive.

By order of the Directors,

LEWIS BROWN & Co.,  
Agents and Secretaries.

Colombo, February 5, 1907.

**The Kalkudah Coconut Estate Company, Limited.**

NOTICE is hereby given that the Fifth Ordinary General Meeting of the shareholders of the above Company will be held at the office of the Colombo Commercial Company, Limited, at Slave Island, on Saturday, the 23rd day of February, 1907, at 11.30 o'clock A.M., for the following purposes, viz:—

To receive the report of the Directors and the statement of accounts to 31st December, 1906.

2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other business that may be duly brought before the meeting.

By order of the Directors,

COLOMBO COMMERCIAL CO., LTD.  
(JOHN G. WARDROP, Manager),  
Agents and Secretaries.

Colombo, February 6, 1907.

**The Estates Company of Uva, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, the 22nd day of February, 1907, at 12.30 P.M.

*Business.*

To receive the report of the Directors and accounts for the past year.

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

Notice is hereby given that the transfer books of the Company will be closed from 15th February to 22nd February, 1907, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo February 7, 1907.

**The Kirklees Estate Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, the 22nd day of February, 1907, at 12 noon.

*Business.*

To receive the report of the Directors and accounts for the past year.

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

Notice is hereby given that the transfer books of the Company will be closed from 15th February to 22nd February, 1907, both days inclusive.

By order of the Directors.

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, February 7, 1907.

**The Ceylon Tea and Coconut Estates Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, the 15th day of February, 1907, at 2.30 P.M.

*Business.*

To receive the report of the Directors and accounts for the past year.

To transact any other business that may be duly brought before the Meeting.

Notice is hereby given that the transfer books of the Company will be closed from 8th February to 15th February, 1907, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, February 7, 1907.

**The Gangawatta Estates Company of Ceylon, Limited.**

NOTICE is hereby given that the Tenth Ordinary General Meeting of the shareholders of the Company will be held at noon on Saturday, the 16th February, 1907, at the registered office of the Company, No. 14, Queen street, Colombo.

*Business.*

To receive the report of the Directors and statement of accounts to the 31st December, 1906.

To declare a dividend, elect a Director, appoint an Auditor, and to transact any other business that may be brought before the meeting.

By order of the Directors,

GEORGE STEUART & Co.,  
Agents and Secretaries.

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

K. S. SIVAGURU.

Uduppitty, Valvettiturai,  
Jaffna, July 28, 1906.

HENRY JAYASUNDERA of Hapugala in the Four Gravets of Galle, in Southern Province, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, that I shall, three months hence from this date, apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Badulla.

H. JAYASUNDERA.

November 26, 1906.

DON DAVID KARUNANAYAKA, presently of Kegalla in the District of Kegalla, do hereby give notice in terms of section 8 of Ordinance No. 2 of 1877 that I shall apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Badulla.

D. D. KARUNANAYAKA.

Kegalla, January 16, 1907.

**Notice under Section 8 of Ordinance No. 2 of 1877.**

IN terms of the provisions of the 8th clause of Ordinance No. 2 of 1877, I, Isumabebbi Sinnatampy, residing at Kattankudyiruppu in Manmunai pattu, Batticaloa District, hereby give notice that it is my intention, three months after, to apply to His Excellency the Governor to be admitted and enrolled a Notary to practise in the Tamil language at Kattankudyiruppu in the District of Batticaloa.

I. SINNATAMPY.

Kattankudyiruppu,  
Batticaloa, November 11, 1906.

**MUNICIPAL COUNCIL NOTICES.**

NOTICE is hereby given that Butchers' License No. 31 of December 28, 1906, issued to M. K. M. Ibrahim Saibo of No. 1, Leechman lane, Colombo, has, under the provisions of section 7 of Ordinance No. 9 of 1893, been withdrawn.

B. HORSBURGH,

Chairman, Municipal Council,  
Proper Authority under the Butchers'  
Ordinance, No. 9 of 1893.

The Municipal Office,  
Colombo, February 5, 1907.

LIST of persons licensed under Ordinance No. 15 of 1889 during January, 1907, to practise as Auctioneers and Brokers.

*List of Brokers.*

- 1 Frederick Mendis.
- 2 J. C. Koelman.
- 3 H. Dinshaw.
- 4 C. Basil H. Driberg.
- 5 Rienzi Guy Koelman.
- 6 Raymond Emanuel Fernando.
- 7 Diego Sebastian Fernando.
- 8 John Benjamin Fernando.
- 9 A. Y. Daniel.
- 10 Clarence de Vos.
- 11 Robert Gordon.
- 12 Charles Simpson Wilson.
- 13 John Balsille Blanchard.
- 14 Reginald M. John.
- 15 C. E. Haslop.
- 16 L. O. Leefe.
- 17 William Somerville.
- 18 Douglas Murray Hanna.
- 19 William Somerville, Jr.
- 20 Walter Bertie Coote.
- 21 Owen Ohlmus.
- 22 E. P. Nathaniel.
- 23 Arthur E. Ephraums.

- 24 B. James Fernando.
- 25 D. M. Seneviratna.
- 26 Don Peter Senanayeka.
- 27 George de Hoedt.
- 28 Sellapperumage Augustinu Fernando.
- 29 C. L. Rodrigo Jayamane.
- 30 Wilton Bartleet.
- 31 A. Don Marthelis de Silva.
- 32 K. Abdul Rahaman.
- 33 D. P. Tampoe.
- 34 H. O. Beven.
- 35 B. A. Palle.
- 36 A. M. Jayawardana.
- 37 Leveris Sooria Arachehige Amarasekera.

*List of Auctioneers.*

- 1 J. W. H. Ebert.
- 2 A. Y. Daniel.
- 3 Rienzi Guy Koelman.
- 4 Clarence De Vos.
- 5 Alec Frank West.
- 6 Reginald M. John.
- 7 C. E. Haslop.
- 8 L. O. Leefe.
- 9 William Somerville.
- 10 Douglas Murray Hanna.
- 11 William Somerville, Jr.
- 12 Walter Bertie Coote.
- 13 E. P. Nathaniel.
- 14 Arthur E. Ephraums.
- 15 D. B. Gooneratne.
- 16 George de Hoedt.
- 17 S. Augustinu Fernando.
- 18 Wilton Bartleet.
- 19 P. J. Parsons.
- 20 D. P. Tampoe.
- 21 P. Emanuel Dabera.
- 22 H. O. Beven.

R. R. DUNWILL,  
Secretary, Municipal Council.

The Municipal Office,  
Colombo, February 4, 1907.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from one to ten years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 149th clause of the Ordinance No. 7 of 1887, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

R. R. DUNUWIPPA,  
Secretary.

The Municipal Office,  
Colombo, February 6, 1907.

## SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Saturday, March 2, 1907. Mutwal street.		
72-74	1st to 4th quarter, 1905	7
89A	3rd quarter, 1904, to 4th quarter, 1905	7.5 A.M.
129-132	1st to 4th quarter, 1905	7.10
130-133	Do.	7.15
131-134	Do.	7.20
132-135	Do.	7.25
133-136	Do.	7.30
134-137	Do.	7.35
135-138A & B	Do.	7.40
136-139	Do.	7.45
137-140	Do.	7.50
138-141	Do.	7.55
139-142	Do.	8
Modara street.		
14B-18	3rd quarter, 1904, to 4th quarter, 1905	8.5 A.M.
14C-19	Do.	8.10
14D-20	Do.	8.15
16A-23	1st quarter, 1904, to 4th quarter, 1905	8.20
18-25	3rd quarter, 1904, to 4th quarter, 1905	8.25
31-42	1st to 4th quarter, 1905	8.30
Alutmawata.		
130-330	2nd to 4th quarter, 1905	8.35 A.M.
142-341	1st to 4th quarter, 1905	8.40
16C	1st quarter, 1904, to 4th quarter, 1905	8.45
16L	Do.	8.50
16H	Do.	8.55
194	Do.	9
Madampitiya.		
252	1st to 4th quarter, 1905	9.5 A.M.
253	Do.	9.10
254	Do.	9.15
255	Do.	9.20
256	Do.	9.25
Modara street.		
4-2	3rd and 4th quarters, 1905	9.30 A.M.
4A-3	4th quarter, 1905	9.35
22A-31	Do.	9.40
28-39	3rd and 4th quarters, 1905	9.45
30-41	Do.	9.50
32-43	Do.	9.55
41-54	Do.	10

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Monday, March 4, 1907. Modara street.		
42-55	3rd and 4th quarters, 1905	7 A.M.
47-60	Do.	7.5
48-61	Do.	7.10
53-66	Do.	7.15
67A	Do.	7.20
55-68	Do.	7.25
56-69	4th quarter, 1905	7.30
58-71	Do.	7.35
61-74	Do.	7.40
64-65-77	3rd and 4th quarters, 1905	7.45
66-78	Do.	7.50
79A	Do.	7.55
80A	Do.	8
69-81	Do.	8.5
71-82	4th quarter, 1905	8.10
73-85	Do.	8.15
74-86	Do.	8.20
75-87	Do.	8.25
79-90	Do.	8.30
80-91	3rd and 4th quarters, 1905	8.35
88B-104	4th quarter, 1905	8.40
89-106	3rd and 4th quarters, 1905	8.45
91-108	Do.	8.50
92-109	Do.	8.55
93-110	Do.	9
94-111	Do.	9.5
112-123	Do.	9.10
113-129	Do.	9.15
114-130	Do.	9.20
115-131	Do.	9.25
116-132	Do.	9.30
117-133	Do.	9.35
117A-138	Do.	9.40
117B-139	Do.	9.45
118-134	Do.	9.50
119-143	Do.	9.55
119A-142	4th quarter, 1905	10

Date of Sale : Tuesday, March 5, 1907.

119B-141	3rd and 4th quarters, 1905	7 A.M.
119C-140	4th quarter, 1905	7.5
120-135	3rd and 4th quarters, 1905	7.10
120A-136	4th quarter, 1905	7.15
120B-137	Do.	7.20
121-144	3rd and 4th quarters, 1905	7.25
122-145	Do.	7.30
122A-146	Do.	7.35
129-149	4th quarter, 1905	7.40
130-164	3rd and 4th quarters, 1905	7.45
129-163	4th quarter, 1905	7.50
131-165	3rd and 4th quarters, 1905	7.55
132-166	3rd and 4th quarters, 1905	8
132A-167	Do.	8.5
133-186	Do.	8.10
133A-185	Do.	8.15
134-189	Do.	8.20
135A-192	4th quarter, 1905	8.25
136-195	3rd and 4th quarters, 1905	8.30
139-201	Do.	8.35
143-207	4th quarter, 1905	8.40
146-215	3rd and 4th quarters, 1905	8.45
148-224	4th quarter, 1905	8.50
150-223	3rd and 4th quarters, 1905	8.55
151A-234	Do.	9
156-230	Do.	9.5
157	Do.	9.10
158-232	Do.	9.15
164-252	Do.	9.20
165-254	4th quarter, 1905	9.25
167-256	3rd and 4th quarters, 1905	9.30
168-257	Do.	9.35
170-260	3rd Do.	9.40
174-263	Do.	9.45

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
Fishers' Hill.					
156	2nd quarter, 1904, to 4th quarter, 1905	9.50 A.M.	23	3rd and 4th quarters, 1905	9.5 A.M.
Modara.					
176-276	3rd and 4th quarters, 1905	9.55 A.M.	25	Do.	9.10 "
179A-280	Do.	10 "	26	Do.	9.15 "
Date of Sale: Wednesday, March 6, 1907.					
180-281	4th quarter, 1905	7 A.M.	27	Do.	9.20 "
181-282	3rd and 4th quarters, 1905	7.5 "	29	4th quarter, 1905	9.25 "
184-302	4th quarter, 1905	7.10 "	38	3rd and 4th quarters, 1905	9.35 "
191-311	3rd and 4th quarters, 1905	7.15 "	Galpotta street.		
209-240	Do.	7.20 "	19	4th quarter, 1905	9.40 A.M.
212-241	4th quarter, 1905	7.25 "	20	Do.	9.45 "
215-247	Do.	7.30 "	21-23	3rd and 4th quarters, 1905	9.50 "
216-246	3rd and 4th quarters, 1905	7.35 "	Green street.		
219-274	Do.	7.40 "	34	4th quarter, 1905	9.55 A.M.
221-273	Do.	7.45 "	36-37A	3rd and 4th quarters, 1905	10 "
222A-271	Do.	7.50 "	Date of Sale: Friday, March 8, 1907.		
224-272	Do.	7.55 "	Barber street.		
231-297	Do.	8 "	39	3rd and 4th quarters, 1905	7 A.M.
233-284	Do.	8.5 "	40	Do.	7.5 "
235-287	Do.	8.10 "	41	Do.	7.10 "
236-288	Do.	8.15 "	42	Do.	7.15 "
236A-294	4th quarter, 1905	8.20 "	43	Do.	7.20 "
237-285	Do.	8.25 "	44	Do.	7.25 "
238-291	3rd and 4th quarters, 1905	8.30 "	45	Do.	7.30 "
292A	Do.	8.35 "	St. Joseph street.		
240-265	4th quarter, 1905	8.40 "	55	4th quarter, 1905	7.35 A.M.
243A-289	3rd and 4th quarters, 1905	8.45 "	63	3rd and 4th quarters, 1905	7.40 "
244-236	4th quarter, 1905	8.50 "	85A	Do.	7.45 "
246-222	3rd and 4th quarters, 1905	8.55 "	103	Do.	7.50 "
249-250-221	4th quarter, 1905	9 "	104	Do.	7.55 "
252-220	Do.	9.5 "	136A	Do.	8 "
254-214	Do.	9.10 "	137	4th quarter, 1905	8.5 "
213	3rd and 4th quarters, 1905	9.15 "	139	3rd and 4th quarters, 1905	8.10 "
254A-211	Do.	9.20 "	143	Do.	8.15 "
255-209	Do.	9.25 "	144	4th quarter, 1905	8.20 "
256-219	4th quarter, 1905	9.30 "	Korteboam street.		
260-216	Do.	9.35 "	81-95	3rd and 4th quarters, 1905	8.25 A.M.
262-193	3rd and 4th quarters, 1905	9.40 "	103	Do.	8.30 "
264-158	Do.	9.45 "	Tanque Salgado.		
260-157	Do.	9.50 "	41	3rd and 4th quarters, 1905	8.35 A.M.
159	Do.	9.55 "	48-49	Do.	8.45 "
266-161	4th quarter, 1905	10 "	Fishers' Hill.		
Date of Sale: Thursday, March 7, 1907.					
266A-160	3rd and 4th quarters, 1905	7 A.M.	132A/1	3rd and 4th quarters, 1905	8.50 A.M.
269-184	Do.	7.5 "	133	4th quarter, 1905	8.55 "
173	4th quarter, 1905	7.10 "	133C	3rd and 4th quarters, 1905	9 "
174	3rd and 4th quarters, 1905	7.15 "	133D	Do.	9.5 "
277-180	4th quarter, 1905	7.25 "	133F	Do.	9.10 "
282-198	Do.	7.30 "	133G	Do.	9.15 "
285-181	Do.	7.35 "	135	4th quarter, 1905	9.20 "
28A-298	3rd and 4th quarters, 1905	7.40 "	136	3rd and 4th quarters, 1905	9.25 "
28C-254A	4th quarter, 1905	7.45 "	139B	Do.	9.30 "
Jampettah street.					
24-30	3rd and 4th quarters, 1905	7.50 A.M.	141	Do.	9.35 "
45A	4th quarter, 1905	8 "	141A	Do.	9.40 "
Lascroon street.					
4	3rd and 4th quarters, 1905	8.5 A.M.	141A-2	Do.	9.45 "
18	Do.	8.10 "	141B	Do.	9.50 "
19	4th quarter, 1905	8.15 "	143	Do.	10.0 "
Siamaker street.					
2	3rd and 4th quarters, 1905	8.20 A.M.	Date of Sale: Saturday, March 9, 1907.		
7	Do.	8.25 "	148A	3rd and 4th quarters, 1905	7.5 A.M.
13	4th quarter, 1905	8.30 "	152	Do.	7.10 "
14	3rd and 4th quarters, 1905	8.35 "	157	Do.	7.15 "
16	Do.	8.40 "	157A	Do.	7.20 "
17	Do.	8.45 "	160	4th quarter, 1905	7.25 "
18	Do.	8.50 "	161	3rd and 4th quarters, 1905	7.30 "
19-20	Do.	8.55 "	Marshall street.		
22	Do.	9 "	4	4th quarter, 1905	7.45 A.M.
			6	Do.	7.50 "
			7	Do.	7.55 "
			13	Do.	8.0 "
			13A	Do.	8.5 "
			17	4th quarter, 1905	8.10 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
Elie House road.			4-9 .. 3rd quarter, 1903, to 4th quarter, 1905 .. 10.0 A.M.		
3	3rd and 4th quarters, 1905..	8.15 A.M.	Date of Sale : Tuesday, March 12, 1907.		
15	Do.	8.20 "	Tanque Salgado, New Fishers' Hill.		
15A	4th quarter, 1905	8.25 "	9-14	1st quarter, 1904, to 4th quarter, 1905	7.0 A.M.
16	3rd and 4th quarters, 1905..	8.30 "	11-16	2nd quarter, 1904, to 4th quarter, 1905	7.5 "
17	Do.	8.35 "	16A	3rd and 4th quarters, 1903..	7.10 "
18	4th quarter, 1905	8.40 "	20-69	2nd quarter, 1903, to 4th quarter, 1905	7.15 "
19	3rd and 4th quarters, 1905..	8.45 "	20A-68	3rd quarter, 1902, to 4th quarter, 1905	7.20 "
20	Do.	8.50 "	26-78	1st quarter, 1904, to 4th quarter, 1905	7.25 "
21	Do.	8.55 "	27-80	4th quarter, 1902, to 4th quarter, 1905	7.30 "
25A	Do.	9.0 "	33-89	Do.	7.35 "
32	Do.	9.5 "	36-91	2nd quarter, 1903, to 4th quarter, 1905	7.40 "
35A	Do.	9.10 "	36A-92	1st quarter, 1904, to 4th quarter, 1905	7.45 "
35B	Do.	9.15 "	37-93	3rd quarter, 1902, to 4th quarter, 1905	7.50 "
Tanque Salgado, New Fishers' Hill.			42-98	2nd quarter, 1902, to 4th quarter, 1905	7.55 "
3-8	4th quarter, 1905	9.20 A.M.	43-99	4th quarter, 1902, to 4th quarter, 1905	8.0 "
6-11	3rd and 4th quarters, 1905..	9.25 "	48-105	3rd quarter, 1902, to 4th quarter, 1905	8.5 "
7-12	Do.	9.30 "	50-108	Do.	8.10 "
12A	4th quarter, 1905	9.35 "	59-44	Do.	8.15 "
15-60	3rd and 4th quarters, 1905..	9.40 "	59A-43	1st quarter, 1904, to 4th quarter, 1905	8.20 "
17-63	Do.	9.45 "	61-46	3rd quarter, 1902, to 4th quarter, 1905	8.25 "
18-64	Do.	9.50 "	64-49	2nd quarter, 1902, to 4th quarter, 1905	8.30 "
19-65-66	Do.	9.55 "	70-55	4th quarter, 1902, to 4th quarter, 1905	8.35 "
21-70	Do.	10.0 "	72-19	1st quarter, 1902, to 4th quarter, 1905	8.40 "
Date of Sale : Monday, March 11, 1907.			74-21	Do.	8.45 "
Tanque Salgado, New Fisher's Hill.			77-25	Do.	8.50 "
25-77	3rd and 4th quarters, 1905..	7.0 A.M.	78-26	Do.	8.55 "
28-81	Do.	7.5 "	83-32	4th quarter, 1901, to 4th quarter, 1905	9.0 "
29-82-83	Do.	7.10 "	Wall's lane.		
83A	Do.	7.15 "	15	3rd and 4th quarters, 1905..	9.5 A.M.
31-85	4th quarter, 1905	7.20 "	18A	Do.	9.10 "
32A-88	3rd and 4th quarters, 1905..	7.25 "	22	Do.	9.15 "
93A	Do.	7.30 "	24	4th quarter, 1905	9.20 "
93B	Do.	7.35 "	25	Do.	9.25 "
40-96	4th quarter, 1905	7.40 "	28	Do.	9.30 "
43A	3rd and 4th quarters, 1905..	7.45 "	29	3rd and 4th quarters, 1905..	9.35 "
43B	Do.	7.50 "	32	4th quarter, 1905	9.40 "
99A	Do.	7.55 "	Alutmawata.		
47-103	4th quarter, 1905	8.0 "	2-243	3rd and 4th quarters, 1905..	9.45 A.M.
48A-106	3rd and 4th quarters, 1905..	8.5 "	3-244	Do.	9.50 "
57-39	Do.	8.10 "	21-257	Do.	9.55 "
58C-38	Do.	8.15 "	25-259	Do.	10.0 "
60-45	Do.	8.20 "	Date of Sale : Wednesday, March 13, 1907.		
62-47	Do.	8.25 "	Alutmawata.		
63-48	Do.	8.30 "	28-257	3rd and 4th quarters, 1905..	7.0 A.M.
66-51	Do.	8.35 "	36-267	Do.	7.5 "
71-18	4th quarter, 1905	8.45 "	53-282	3rd and 4th quarters, 1905..	7.10 "
73-20	3rd and 4th quarters, 1905..	8.50 "	54-283	Do.	7.15 "
80-28	Do.	8.55 "	55-284	Do.	7.20 "
81-30	Do.	9.0 "	58-311	Do.	7.25 "
81A-29	Do.	9.5 "	59-308	4th quarter, 1905	7.30 "
34D	Do.	9.10 "	Tanque Salgado.		
Wall's lane.			34	4th quarter, 1902, to 4th quarter, 1905	9.35 A.M.
1B	3rd and 4th quarters, 1905..	9.15 A.M.	Fishers' Hill.		
4	Do.	9.20 "	134	3rd quarter, 1902, to 4th quarter, 1905	9.40 A.M.
11	Do.	9.30 "	153	4th quarter, 1901, to 4th quarter, 1905	9.45 "
Tanque Salgado.			Tanque Salgado, New Fishers' Hill.		
34	4th quarter, 1902, to 4th quarter, 1905	9.35 A.M.	1A-4	1st quarter, 1902, to 4th quarter, 1905	9.50 A.M.
Fishers' Hill.			1B-5	Do.	9.55 "
134	3rd quarter, 1902, to 4th quarter, 1905	9.40 A.M.			
153	4th quarter, 1901, to 4th quarter, 1905	9.45 "			



Premises No.	Quarter and Year.	Time of Sale.
60-313	3rd and 4th quarters, 1905..	7.35 A.M.
315B	Do.	7.40 "
60D-316	Do.	7.45 "
62-287	Do.	7.50 "
63-286	Do.	7.55 "
81-305	4th quarter, 1905	8.0 "
82-304	3rd and 4th quarters, 1905..	8.5 "
83-303	4th quarter, 1905j	8.10 "
113-324	Do.	8.15 "
119-121		
318-320	3rd and 4th quarters, 1905..	8.20 "
123-322	4th quarter, 1905	8.25 "
128-328	Do.	8.30 "
201-34	Do.	8.35 "
202-32	3rd and 4th quarters, 1905..	8.40 "
203-40	Do.	8.45 "
205-38	Do.	8.50 "
206-39	Do.	8.55 "
229-48	4th quarter, 1905	9.0 "
232-44	Do.	9.5 "
256-66	3rd and 4th quarters, 1905..	9.10 "
272-83	Do.	9.15 "
87	4th quarter, 1905	9.20 "
273-73	3rd and 4th quarters, 1905..	9.25 "
291-92	Do.	9.30 "
298-165	Do.	9.35 "
299-168-169	Do.	9.40 "
302A-171	Do.	9.45 "
304-173	Do.	9.50 "
306-159-160	Do.	9.55 "
306A	Do.	10 "

Date of Sale: Thursday, March 14, 1907.

309-133 .. 3rd and 4th quarters, 1905.. 7 A.M.

## Marshall street.

20 .. 4th quarter, 1905 .. 7.5 A.M.

## Alutmawata.

312-149	4th quarter, 1905	7.10 A.M.
313-148	Do.	7.15 "
314-150	3rd and 4th quarters, 1905..	7.20 "
317-142	Do.	7.25 "
318-146	Do.	7.30 "
320-140	Do.	7.35 "
321-139	Do.	7.40 "
322-141	Do.	7.45 "
323-145	Do.	7.50 "
324-111	Do.	7.55 "
325-132	Do.	8.0 "
327-112	Do.	8.5 "
328-120	Do.	8.10 "
328A	Do.	8.15 "
321-125	Do.	8.20 "
332-124	Do.	8.25 "
332A-123	Do.	8.30 "
333A-157	Do.	8.35 "
335-135	Do.	8.40 "
337-151	4th quarter, 1905	8.45 "
340-181-183	Do.	8.50 "
346-197-198	3rd and 4th quarters, 1905..	8.55 "
197A	4th quarter, 1905	9.0 "
346B	3rd and 4th quarters, 1905..	9.5 "
350-185	Do.	9.10 "
351-178	Do.	9.15 "
352-207	Do.	9.20 "
355C	Do.	9.25 "
356-205	Do.	9.30 "
359-209	Do.	9.35 "
360-122	Do.	9.40 "
122A	Do.	9.45 "
360A-121	Do.	9.50 "
360B-116	Do.	9.55 "
360C-115	Do.	10.0 "

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Friday, March 15, 1907.		
363-107	3rd and 4th quarters, 1905..	7 A.M.
363A-108	Do.	7.5 "
365B-117	Do.	7.10 "
365C-113	Do.	7.15 "
368-128	Do.	7.20 "
367A-106	Do.	7.25 "
367B-109	Do.	7.30 "
372-194	Do.	7.35 "

## Madampitiya.

235	3rd and 4th quarters, 1905..	7.50 A.M.
242	4th quarter, 1905	7.55 "
242A	3rd and 4th quarters, 1905..	8.0 "
243	4th quarter, 1905	8.5 "
244	3rd and 4th quarters, 1905..	8.10 "
245	Do.	8.15 "

## St. James street.

1	3rd and 4th quarters, 1905..	8.20 A.M.
2	Do.	8.25 "
3	Do.	8.30 "
4	Do.	8.35 "
5	Do.	8.40 "
6	Do.	8.45 "
7	Do.	8.50 "
8	Do.	8.55 "
10	Do.	9.0 "
12	Do.	9.5 "
13	4th quarter, 1905	9.10 "
21	3rd and 4th quarters, 1905..	9.20 "
29	Do.	9.25 "
31	Do.	9.30 "
38	Do.	9.35 "
39	1st to 4th quarter, 1905	9.40 "

## Blomendahl street.

7	3rd and 4th quarters, 1905..	9.45 A.M.
9	Do.	9.50 "
10	4th quarter, 1905	9.55 "
19	2nd to 4th quarters, 1905..	10.0 "

Date of Sale: Saturday, March 16, 1907.

## Blomendahl street.

26	3rd and 4th quarters, 1905..	7.10 A.M.
26A	Do.	7.15 "
28	Do.	7.20 "
29	Do.	7.25 "
30	Do.	7.30 "
33	Do.	7.35 "
39	Do.	7.40 "
40	4th quarter, 1905	7.45 "
47	3rd and 4th quarters, 1905..	7.50 "

## Mutwal street.

1	2nd quarter, 1903, to 4th quarter, 1905	7.55 A.M.
4-2	3rd and 4th quarters, 1905..	8.0 "
13-11	Do.	8.15 "
14-12	Do.	8.20 "
15-13	Do.	8.25 "
15A-15B-14	Do.	8.30 "
15C-15	Do.	8.35 "
16-16	Do.	8.40 "
17-17	Do.	8.45 "
18-18	Do.	8.50 "
18A-19	Do.	8.55 "
19-20	Do.	9.0 "
18A	4th quarter, 1905	9.5 "
19A-21	3rd and 4th quarter, 1905	9.10 "
20-22	Do.	9.15 "
21-23	Do.	9.20 "
24-26	Do.	9.25 "
40-53	4th quarter, 1905	9.45 "
50-54	3rd and 4th quarters, 1905..	9.55 "
55-65	Do.	10.0 "

Premises  
No. Quarter and Year. Time of Sale.

Date of Sale: Monday, March 18, 1907.

Mutwal street.		
56-63	4th quarter, 1905	7 0 A.M.
57-64	3rd and 4th quarters, 1905	7. 5 "
59-61	Do.	7.10 "
65-75	Do.	7.15 "
66-59	Do.	7.20 "
68-76	4th quarter, 1905	7.25 "
78-72	Do.	7.30 "
82-92	3rd and 4th quarters, 1905	7.35 "
86A-86	Do.	7.40 "
92-109	Do.	7.45 "
93-108	Do.	7.50 "
69	4th quarter, 1905	7.55 "
95A-104	3rd and 4th quarters, 1905	8 0 "
95B-95	Do.	8. 5 "
95C-98	4th quarter, 1905	8.10 "
96-67	3rd and 4th quarter, 1905	8.15 "
99-87	4th quarter, 1905	8.20 "
100-88	3rd and 4th quarters, 1905	8.25 "
101-89	Do.	8.30 "
90	Do.	8.35 "
91	Do.	8.40 "
101	Do.	8.45 "
106-103	Do.	8.50 "
108-106	Do.	8.55 "
112-119	4th quarter, 1905	9 0 "
121	3rd and 4th quarters, 1905	9.10 "
113-122	4th quarter, 1905	9.15 "
115-125	3rd and 4th quarter, 1905	9.25 "
143-145	Do.	9.30 "
144-149	Do.	9.35 "
146-150	Do.	9.40 "
147-151	4th quarter, 1905	9.45 "
148-155	Do.	9.50 "
151-157	Do.	9.55 "
159A	Do.	10 0 "

Date of Sale: Tuesday, March 19, 1907.

Mutwal street.		
152-158	4th quarter, 1905	7 0 A.M.
161-163A	3rd and 4th quarters, 1905	7. 5 "
164-166	Do.	7.10 "
165-162	Do.	7.15 "
166-161	Do.	7.20 "
173-178	Do.	7.35 "
172-175	4th quarter, 1905	7.40 "
174-177	Do.	7.50 "
177-180	3rd and 4th quarters, 1905	7.55 "
184A	Do.	8 0 "
156A	3rd and 4th quarters, 1905	8.10 "
188-183	Do.	8.15 "
195-188	Do.	8.20 "
201-195	4th quarter, 1905	8.25 "
204-201	3rd and 4th quarters, 1905	8.30 "
205-205	4th quarter, 1905	8.35 "
207-208	3rd and 4th quarters, 1905	8.40 "
202-203-204		
209-207	4th quarter, 1905	8.45 "
210-210	3rd and 4th quarters, 1905	8.50 "
210A-208	4th quarter, 1905	8.55 "
211-206	3rd and 4th quarters, 1905	9 0 "
211A-209	4th quarter, 1905	9. 5 "
212-212	3rd and 4th quarters, 1905	9.10 "
216-217	Do.	9.35 "
221-220	3rd quarter, 1902, to 4th quarter, 1905	9.40 "
223-222	1st quarter, 1902, to 4th quarter, 1905	9.45 "

Modara.

8-8	4th quarter, 1905	9.50 A.M.
10-10	3rd and 4th quarters, 1905	9.55 "
21-30	Do.	10 0 "

Premises  
No. Quarter and Year. Time of Sale.

Date of Sale: Wednesday, March 20, 1907.

Modara.		
24-34	3rd and 4th quarters, 1905	7 0 A.M.
26-36	Do.	7. 5 "
23-37	Do.	7.10 "
25-35	4th quarter, 1905	7.15 "
27-38	3rd and 4th quarters, 1905	7.20 "
172-261	4th quarter, 1901, to 4th quarter, 1905	7.25 "
196-320	2nd quarter, 1902, to 4th quarter, 1905	7.30 "
319	4th quarter, 1901, to 4th quarter, 1905	7.35 "
318	Do.	7.40 "
193-314	4th quarter, 1905	7.45 "
220-268	3rd and 4th quarters, 1905	7.50 "

Alutmawata.

38-269	3rd and 4th quarters, 1905	8 0 A.M.
44-279	Do.	8. 5 "
45-278	Do.	8.10 "
62B	Do.	8.15 "
64-239	Do.	8.20 "
66-290	Do.	8.40 "
66A-291	Do.	8.45 "
74-299	Do.	8.50 "
16F	1st quarter, 1904, to 4th quarter, 1905	9 "
16G	Do.	9.5 "
16J	3rd and 4th quarters, 1905	9.10 "
18	4th quarter, 1905	9.15 "
190-27	Do.	9.20 "
191-26	Do.	9.25 "
228-49	3rd and 4th quarters, 1905	9.30 "
265-58	4th quarter, 1902, to 4th quarter, 1905	9.35 "
266-57	3rd and 4th quarters, 1905	9.40 "
267-56	4th quarter, 1905	9.45 "
270A-76	3rd and 4th quarters, 1905	9.50 "
308-137	4th quarter, 1905	9.55 "
295A-167	3rd and 4th quarters, 1905	10 "

Date of Sale: Thursday, March 21, 1907.

Alutmawata.

301-163	4th quarter, 1905	7 0 A.M.
307-162	Do.	7. 5 "
307B	Do.	7.10 "
347-179	3rd and 4th quarters, 1905	7.15 "
348-175	Do.	7.20 "
357-203	Do.	7.25 "
358-204	4th quarter, 1905	7.30 "
201A	2nd to 4th quarter, 1905	7.35 "
362-126	3rd and 4th quarters, 1905	7.40 "

Madampitiya.

239	3rd and 4th quarters, 1905	7.50 A.M.
Tanque Salgado, New Fishers' quarters.		
32-87	3rd and 4th quarters, 1905	7.55 A.M.
49-107	Do.	8 "
57-40	4th quarter, 1901, to 4th quarter, 1905	8. 5 "
58A-42	3rd and 4th quarters, 1905	8.10 "
58B-109	Do.	8.15 "
65-50	Do.	8.20 "
50A	1st quarter, 1902, to 4th quarter, 1905	8.25 "
79-27	3rd quarter, 1904, to 4th quarter, 1905	8.30 "
48-33	3rd quarter, 1902, to 4th quarter, 1905	8.35 "
34A	Do.	8.40 "
34B	Do.	8.45 "

Premises No.	Quarter and Year.	Time of Sale.
34c	2nd quarter, 1902, to 4th quarter, 1905	8.50 A.M.
86-85	Do.	8.55 "
Fishers' Hill.		
133E	1st to 4th quarter, 1905	9.1 A.M.
Tanque Salgado.		
31	4th quarter, 1905	9.5 A.M.
42	Do.	9.10 "
43	3rd and 4th quarters, 1905	9.15 "
47	4th quarter, 1905	9.20 "
Marshall street.		
8	3rd and 4th quarters, 1905	9.25 A.M.
15a	Do.	9.30 "
16	Do.	9.35 "
Elie House road.		
8	4th quarter, 1905	9.40 A.M.
10	3rd and 4th quarters, 1905	9.45 "
11	Do.	9.50 "
Mutwal.		
54a-58	3rd and 4th quarters, 1905	9.55 A.M.
69-77	Do.	10.0 "
Date of Sale: Friday, March 22, 1907.		
Mutwal.		
70-70a-78	3rd and 4th quarters, 1905	7.0 A.M.
71-79	Do.	7.5 "
73-80	Do.	7.10 "
104-94	Do.	7.15 "
94a	Do.	7.20 "
186-181	Do.	7.25 "
187-187a	Do.	7.25 "
182	Do.	7.30 "
Madampitiya.		
240	3rd and 4th quarters, 1905	7.40 A.M.
241	4th quarter, 1905	7.45 "
Blomendahl street.		
43	3rd and 4th quarters, 1905	7.55 A.M.
46	Do.	8 "
48	Do.	8.5 "
53	4th quarter, 1905	8.10 "
54	1st to 4th quarter, 1905	8.15 "
63	3rd and 4th quarters, 1905	8.20 "
56	Do.	8.25 "
Galpotta street.		
24	3rd and 4th quarter, 1905	8.30 A.M.
St. Joseph's street.		
166	1st quarter, 1904, to 4th quarter, 1905	8.35 A.M.
98	2nd quarter, 1905, to 4th quarter, 1905	8.40 "
Alutnawata.		
220-50	3rd and 4th quarters, 1905	8.45 A.M.
Tangue Salgado, New Fishers' Quarters.		
20B-67	3rd quarter, 1904, to 4th quarter, 1905	8.50 "
22-71	3rd and 4th quarters, 1905	8.55 "
16D	1st to 4th quarter, 1903	9.0 "

Premises No.	Quarter and Year.	Time of Sale.
Saturday, March 23, 1907.		
Layard's Broadway.		
60-61	1st and 2nd quarters, 1906	7.0 A.M.
66	Do.	7.5 "
71	Do.	7.10 "
102	Do.	7.15 "
106	Do.	7.20 "
St. Lucia's street.		
15	1st and 2nd quarter, 1905	7.25 A.M.
Madampitiya.		
125A	1st and 2nd quarter, 1905	7.35 A.M.
Cemetery street.		
18	1st and 2nd quarter, 1905	7.40 A.M.
Skinner's Road North.		
7-4A	1st and 2nd quarter, 1905	7.45 A.M.
Madampitiya.		
24	1st and 2nd quarter, 1905	7.50 A.M.
105	Do.	7.55 "
82A	Do.	8.0 "
Armour street.		
1	1st and 2nd quarter, 1905	8.30 A.M.
32	Do.	8.35 "
34-43	Do.	8.40 "
44	Do.	8.45 "
45	2nd quarter, 1906	8.50 "
45A	Do.	8.55 "
45B	Do.	9.0 "
45C	Do.	9.5 "
45D	Do.	9.10 "
45E	Do.	9.15 "
45F	Do.	9.20 "
45G	Do.	9.25 "
45H	Do.	9.30 "
45I	Do.	9.35 "
45J	Do.	9.40 "
Grandpass road.		
1	1st and 2nd quarters, 1906	9.45 A.M.
2	Do.	9.50 "
58-59	Do.	9.55 "
Messenger street.		
24	1st and 2nd quarters, 1906	10.0 A.M.
Silversmith street.		
Date of Sales: Monday, March 25, 1907.		
86	1st and 2nd quarters, 1906	7.0 A.M.
Ferry street.		
77-79	1st and 2nd quarters, 1906	7.5 A.M.
Layard's Broadway.		
129	1st and 2nd quarters, 1906	7.10 A.M.
130	Do.	7.15 "
Hultsdorp street.		
74A	1st and 2nd quarters, 1906	7.20 A.M.
Dematagoda.		
139	1st and 2nd quarters, 1906	8.0 A.M.
144	Do.	8.5 "
149	2nd quarter, 1906	8.10 "
161	Do.	8.15 "
161A	Do.	8.20 "
176	Do.	8.25 "
176A	Do.	8.30 "
178	1st and 2nd quarters, 1906	8.35 "
179	Do.	8.40 "
182	Do.	8.45 "
183	Do.	8.50 "
161B	2nd quarter, 1906	8.55 "
163	Do.	9.0 "

Premises No.	Quarter and Year.	Time of Sale.
165	1st and 2nd quarters, 1906..	9. 5 A.M.
167A	Do.	9.10 "
169	Do.	9.15 "
169A	Do.	9.20 "
171A	Do.	9.25 "
196	3rd quarter, 1905, to 2nd quarter, 1906	9.30 "
175	1st and 2nd quarters, 1906..	9.35 "
185	Do.	9.40 "
186	Do.	9.45 "
187	Do.	9.50 "
191	Do.	9.55 "
192	2nd quarter, 1906	10. 0 "

Date of Sale : Tuesday, March 26, 1907.

195	2nd quarter, 1906	7. 0 A.M.
197	1st and 2nd quarters, 1906..	7. 5 "
197A	2nd quarter, 1906	7.10 "
197C	1st and 2nd quarters, 1906..	7.15 "
197D	Do.	7.20 "
197E	Do.	7.25 "
197F	2nd quarter, 1906	7.30 "
197G	1st and 2nd quarters, 1906..	7.35 "
198	Do.	7.40 "
199	Do.	7.45 "
200	Do.	7.50 "
202A	Do.	7.55 "
203A	2nd quarter, 1906	8. 0 "
210	1st and 2nd quarters, 1906..	8. 5 "
211	Do.	8.10 "
215	Do.	8.15 "
217A	Do.	8.20 "
218	Do.	8.25 "
219	Do.	8.30 "
220	Do.	8.35 "
220A	Do.	8.40 "
220B	Do.	8.45 "
221	Do.	8.50 "
224	Do.	8.55 "
226	Do.	9. 0 "
228	2nd quarter, 1906	9. 5 "
232	Do.	9.10 "
232A	Do.	9.15 "
232B	Do.	9.20 "
232C	Do.	9.25 "
232D	1st and 2nd quarters, 1906..	9.30 "
233	Do.	9.35 "
234	Do.	9.40 "
235	Do.	9.45 "
236	Do.	9.50 "
236A	Do.	9.55 "
236B	Do.	10.0 "

Date of Sale : Wednesday, March 27, 1907.

Premises No.	Quarter and Year.	Time of Sale.
237	Dematagoda. 1st and 2nd quarters, 1906..	7. 0 A.M.
237E	Do.	7. 5 "
239	Do.	7.10 "
239A	Do.	7.15 "
240	Do.	7.20 "
242	Do.	7.25 "
243	Do.	7.30 "
255A	Do.	7.35 "

Temple road.

1	1st and 2nd quarters, 1906..	7.40 A.M.
3B	Do.	7.45 "
6	Do.	7.50 "
7	Do.	7.55 "
8	Do.	8. 0 "
9	Do.	8. 5 "
10	Do.	8.10 "
11	Do.	8.15 "
12	2nd quarter, 1906	8.20 "
12A	1st and 2nd quarters, 1906..	8.25 "
24	Do.	8.30 "
15	2nd quarter, 1906	8.35 "

Premises No.	Quarter and Year.	Time of Sale.
18	1st and 2nd quarters, 1906..	8.40 A.M.
19	Do.	8.45 "
19A	Do.	8.50 "
244	Do.	8.55 "
244A	Do.	9. 0 "
247	2nd quarter, 1906	9. 5 "
248	1st and 2nd quarters, 1906..	9.10 "
249	Do.	9.15 "
249A	Do.	9.20 "
250	Do.	9.25 "
252A	Do.	9.30 "
254B	Do.	9.35 "
254C	Do.	9.40 "
255	Do.	9.45 "

Temple road.

25B	1st and 2nd quarters, 1906..	9.50 A.M.
25D	Do.	9.55 "
34	Do.	10.0 "

Date of Sale : Thursday, March 28, 1907.

Temple road.

43	1st and 2nd quarters, 1906..	7. 0 A.M.
43C	Do.	7. 5 "
45A	Do.	7.10 "
45H	Do.	7.15 "
46	Do.	7.20 "
46A	Do.	7.25 "
46B	Do.	7.30 "
47C	Do.	7.40 "
47D	Do.	7.45 "
47F	Do.	7.50 "
47G	Do.	7.55 "
49A	Do.	8. 0 "
50	Do.	8. 5 "
51-52	Do.	8.10 "
54	Do.	8.15 "
56	Do.	8.20 "
59	Do.	8.25 "
59A	Do.	8.30 "
60	Do.	8.35 "
60B	Do.	8.40 "
65	Do.	8.45 "
67	Do.	8.50 "

Jail road.

13A	1st and 2nd quarters, 1906..	8.55 A.M.
-----	------------------------------	-----------

Temple Road.

69	1st and 2nd quarters, 1906..	9. 5 A.M.
73	Do.	9.10 "
79	Do.	9.15 "
81	Do.	9.20 "
83	Do.	9.25 "
84	Do.	9.30 "
85	Do.	9.35 "
86	Do.	9.40 "
86A	Do.	9.45 "
86A-2	Do.	9.50 "
86B	Do.	9.55 "
87	Do.	10. 0 "

Date of Sale : Wednesday, April 3, 1907.

Jail road.

8A	1st and 2nd quarters, 1906..	7. 0 A.M.
13	Do.	7. 5 "
20	Do.	7.10 "
23-24	Do.	7.15 "
26	1st and 2nd quarters, 1906..	7.25 "

Kotte road.

11	1st and 2nd quarters, 1906..	7.30 A.M.
15-16	Do.	7.35 "
16A	Do.	7.40 "
17	Do.	7.45 "
18	Do.	7.50 "
20	Do.	7.55 "
30	2nd quarter, 1906	8. 0 "

Premises No.	Quarter and Year.	Time of Sale.
Rodney street.		
1-2 ..	1st and 2nd quarters, 1906..	8. 5 A.M.
4 ..	Do.	.. 8.10 ..
7 ..	Do.	.. 8.15 ..
8-9 ..	Do.	.. 8.20 ..
Jail road.		
14C ..	1st and 2nd quarters, 1906..	8.25 A.M.
15E ..	Do.	.. 8.30 ..
15F ..	Do.	.. 8.35 ..
15J ..	Do.	.. 8.40 ..
15K ..	Do.	.. 8.45 ..
15L ..	2nd quarter, 1906	.. 8.50 ..
15R ..	1st and 2nd quarters, 1906..	8.55 ..
18 ..	Do.	.. 9. 5 ..
19 ..	Do.	.. 9.10 ..
Yakbedda road .		
1 ..	1st and 2nd quarters, 1906..	9.15 A.M.
3 ..	Do.	.. 9.20 ..
3A ..	Do.	.. 9.25 ..
3B ..	Do.	.. 9.30 ..
5-6 ..	Do.	.. 9.35 ..
Arbuthnot street.		
1 ..	1st and 2nd quarters, 1906..	9.40 A.M.
North and South Base Line Road.		
1 ..	1st and 2nd quarters, 1906..	9.45 A.M.
2 ..	Do.	.. 9.50 ..
Ward place.		
18 ..	1st and 2nd quarters, 1906..	9.55 A.M.
28A & 28B ..	Do.	.. 10.0 ..
Date of Sale : Thursday, April 4, 1907.		
Ward place.		
28C ..	1st and 2nd quarters, 1906..	7. 0 A.M.
28D ..	Do.	.. 7. 5 ..
28E ..	Do.	.. 7.10 ..
Dean's passage.		
2 ..	1st and 2nd quarters, 1906..	7.15 A.M.
De Saram's place.		
4 ..	1st and 2nd quarters, 1906..	7.20 A.M.
Symond's road.		
3 ..	1st and 2nd quarters, 1906..	7.25 A.M.
Maligakanda.		
1 ..	1st and 2nd quarters, 1906..	7.30 A.M.
2 ..	Do.	.. 7.35 ..
5 ..	Do.	.. 7.40 ..
5C ..	Do.	.. 7.45 ..
6 ..	Do.	.. 7.50 ..
7 ..	Do.	.. 7.55 ..
9 ..	Do.	.. 8. 0 ..
10 ..	Do.	.. 8. 5 ..
12 ..	Do.	.. 8.10 ..
17 ..	Do.	.. 8.15 ..
21 ..	2nd quarter, 1906	.. 8.20 ..
21C ..	Do.	.. 8.25 ..
23 ..	1st and 2nd quarters, 1906..	8.30 ..
23A ..	Do.	.. 8.35 ..
24 ..	Do.	.. 8.40 ..
25A ..	Do.	.. 8.45 ..
26 ..	Do.	.. 8.50 ..
31A ..	Do.	.. 8.55 ..
31A1 ..	Do.	.. 9. 0 ..
32 ..	Do.	.. 9. 5 ..
32B ..	Do.	.. 9.15 ..
33 ..	Do.	.. 9.20 ..
33A ..	Do.	.. 9.25 ..
33A1 ..	Do.	.. 9.30 ..
33B ..	Do.	.. 9.35 ..
33F1 ..	Do.	.. 9.45 ..
54B ..	Do.	.. 9.50 ..

Premises No.	Quarter and Year.	Time of Sale
55 ..	2nd quarter, 1906	.. 9.55 A.M.
57 ..	1st and 2nd quarters, 1906 10	..
Date of Sale : Friday, April 5, 1907.		
58A ..	1st and 2nd quarters, 1906..	7. 0 A.M.
58B ..	Do.	.. 7. 5 ..
60 ..	Do.	.. 7.10 ..
Maligawatta.		
2 ..	1st and 2nd quarters, 1906..	7.15 A.M.
3 ..	2nd quarter 1906	.. 7.20 ..
5 ..	1st and 2nd quarters, 1906..	7.25 ..
6 ..	Do.	.. 7.30 ..
7 ..	Do.	.. 7.35 ..
7A ..	Do.	.. 7.40 ..
11 ..	Do.	.. 7.45 ..
Maligakanda.		
34 ..	2nd quarter, 1906	.. 7.50 A.M.
34B ..	1st and 2nd quarters, 1906	7.55 ..
35 ..	Do.	.. 8. 0 ..
35A ..	Do.	.. 8. 5 ..
37 ..	Do.	.. 8.10 ..
37A ..	Do.	.. 8.15 ..
38 ..	Do.	.. 8.20 ..
42 ..	Do.	.. 8.35 ..
48 ..	Do.	.. 8.40 ..
54 ..	Do.	.. 8.50 ..
Maligawatta.		
3A ..	1st and 2nd quarters, 1906	8.55 A.M.
4 ..	Do.	.. 9. 0 ..
4A ..	Do.	.. 9. 5 ..
12 ..	Do.	.. 9.10 ..
13 ..	Do.	.. 9.15 ..
14 ..	Do.	.. 9.20 ..
15 ..	Do.	.. 9.25 ..
16 ..	Do.	.. 9.30 ..
16A ..	Do.	.. 9.35 ..
18 ..	Do.	.. 9.40 ..
19 ..	Do.	.. 9.45 ..
20 ..	Do.	.. 9.50 ..
20A ..	Do.	.. 9.55 ..
Date of Sale : Saturday, April 6, 1907.		
Maligawatta.		
25 ..	1st and 2nd quarters, 1906	7. 5 A.M.
25A ..	Do.	.. 7.10 ..
25B ..	Do.	.. 7.15 ..
26 ..	Do.	.. 7.20 ..
27 ..	Do.	.. 7.25 ..
28 ..	Do.	.. 7.30 ..
29 ..	Do.	.. 7.35 ..
30 ..	Do.	.. 7.40 ..
31 ..	Do.	.. 7.45 ..
31A ..	Do.	.. 7.50 ..
32 ..	Do.	.. 7.55 ..
33 ..	Do.	.. 8. 0 ..
34 ..	Do.	.. 8. 5 ..
34A ..	Do.	.. 8.10 ..
35 ..	Do.	.. 8.15 ..
36 ..	Do.	.. 8.20 ..
37 ..	Do.	.. 8.25 ..
38 ..	Do.	.. 8.30 ..
39 ..	Do.	.. 8.35 ..
39A ..	Do.	.. 8.40 ..
39B ..	Do.	.. 8.45 ..
39C ..	Do.	.. 8.50 ..
39D ..	Do.	.. 8.55 ..
43 ..	Do.	.. 9. 0 ..
44 ..	Do.	.. 9. 5 ..
45 ..	Do.	.. 9.10 ..
46 ..	Do.	.. 9.15 ..
47 ..	Do.	.. 9.20 ..
49 ..	Do.	.. 9.25 ..
50 ..	Do.	.. 9.30 ..

Premises No.	Quarter and Year.	Time of Sale.
51 ..	1st and 2nd quarters, 1906..	9.35 A.M.
52 ..	Do.	.. 9.40 ..
52A ..	Do.	.. 9.45 ..
53 ..	Do.	.. 9.50 ..
54 ..	Do.	.. 9.55 ..
54A ..	Do.	.. 10. 0 ..

Date of Sale : Monday, April 8, 1907.

## Maligawatta.

54B ..	1st and 2nd quarters, 1906..	7. 0 A.M.
55A ..	Do.	.. 7.10 ..
55B ..	Do.	.. 7.15 ..
55C ..	Do.	.. 7.20 ..
57 ..	Do.	.. 7.25 ..
58 ..	Do.	.. 7.30 ..
59 ..	Do.	.. 7.35 ..
59A ..	Do.	.. 7.40 ..
60 ..	Do.	.. 7.45 ..
61 ..	Do.	.. 7.50 ..
63A ..	Do.	.. 7.55 ..
64 ..	Do.	.. 8. 0 ..
64A ..	Do.	.. 8. 5 ..
65 ..	Do.	.. 8.10 ..

## 3rd Division Maradana.

69 ..	1st and 2nd quarters, 1906..	8.15 A.M.
69A ..	Do.	.. 8.20 ..
69B ..	Do.	.. 8.25 ..

## 2nd Division Maradana.

116 ..	1st and 2nd quarters, 1906..	8.30 A.M.
116A ..	Do.	.. 8.35 ..

## Temple Road.

14 ..	1st and 2nd quarters, 1906..	8.40 A.M.
14A ..	Do.	.. 8.45 ..

## Dematagoda.

216 ..	1st and 2nd quarters, 1906..	8.50 A.M.
217 ..	Do.	.. 8.55 ..

## Maligawatta.

67 ..	1st and 2nd quarters, 1906..	9. 0 A.M.
68 ..	Do.	.. 9. 5 ..
69 ..	Do.	.. 9.10 ..
69A ..	Do.	.. 9.15 ..
70 ..	Do.	.. 9.20 ..
71 ..	Do.	.. 9.25 ..
72A ..	Do.	.. 9.30 ..
73 ..	Do.	.. 9.35 ..
73A ..	Do.	.. 9.40 ..
76 ..	Do.	.. 9.50 ..
77 ..	Do.	.. 9.55 ..
78 ..	Do.	.. 10.0 ..

Date of Sale : Tuesday, April 19, 1907.

## Maligawatta.

79 ..	1st and 2nd quarters, 1906	7. 0 A.M.
79A ..	Do.	.. 7. 5 ..
80 ..	Do.	.. 7.10 ..
81 ..	Do.	.. 7.15 ..
83 ..	Do.	.. 7.25 ..
83A ..	Do.	.. 7.30 ..
83B ..	Do.	.. 7.35 ..
84A ..	Do.	.. 7.40 ..
85 ..	Do.	.. 7.45 ..
86 ..	Do.	.. 7.50 ..
88 ..	Do.	.. 7.55 ..
89 ..	Do.	.. 8. 0 ..
91 ..	Do.	.. 8. 5 ..
95 ..	Do.	.. 8.15 ..
96 ..	Do.	.. 8.20 ..
97 ..	Do.	.. 8.25 ..
99 ..	Do.	.. 8.30 ..
100 ..	Do.	.. 8.35 ..
101 ..	Do.	.. 8.40 ..

## Dematagoda.

204 ..	3rd quarter, 1905, to 2nd quarter, 1906	.. 8.45 A.M.
--------	---	--------------

Premises No.	Quarter and Year.	Time of Sale
208 ..	3rd quarter, 1905, to 2nd quarter, 1906	.. 8.50 A.M.
212 ..	Do.	.. 8.55 ..
212A ..	Do.	.. 9. 0 ..

## Arab Place.

11 ..	1st and 2nd quarters, 1906..	9. 5 A.M.
-------	------------------------------	-----------

Date of Sale : Saturday, March 2, 1907.

## Muhandriam's lane.

1 ..	1st and 2nd quarters, 1906..	2. 0 P.M.
4 ..	Do.	.. 2.10 ..
4A ..	Do.	.. 2.15 ..
5 ..	Do.	.. 2.20 ..
5A ..	2nd quarter, 1906	.. 2.25 ..
5B ..	Do.	.. 2.30 ..
5C ..	1st and 2nd quarters, 1906	2.35 ..
5D ..	Do.	.. 2.40 ..
5E ..	Do.	.. 2.45 ..
5F ..	2nd quarter, 1906	.. 2.50 ..
20 ..	1st and 2nd quarters, 1906..	3. 5 ..

## Gomes lane.

12 ..	2nd quarter, 1906	.. 3.50 P.M.
14 ..	1st and 2nd quarters, 1906	3.55 ..
18A ..	2nd quarter, 1906	.. 4.10 ..
19 ..	Do.	.. 4.15 ..
20 ..	1st and 2nd quarters, 1906..	4.20 ..
21 ..	2nd quarter, 1906	.. 4.25 ..
22 ..	1st and 2nd quarters, 1906..	4.30 ..

## Dhoby's lane.

6 ..	1st and 2nd quarters, 1906 ..	4.35 P.M.
7 ..	Do.	.. 4.40 ..
7A ..	Do.	.. 4.45 ..
15 ..	Do.	.. 4.55 ..
16 ..	Do.	.. 5. 0 ..

Date of Sale : Monday, March 4, 1907.

## Dhoby's lane.

17 ..	1st and 2nd quarters, 1906..	2. 0 P.M.
18 ..	Do.	.. 2. 5 ..

## Marties' lane.

13 ..	1st and 2nd quarters, 1906..	2.20 P.M.
14 ..	Do.	.. 2.25 ..
17 ..	Do.	.. 2.30 ..
18 ..	Do.	.. 2.35 ..
28-29 ..	Do.	.. 2.50 ..

## Akbar's lane.

8 ..	1st and 2nd quarters, 1906..	3.15 P.M.
9 ..	Do.	.. 3.20 ..
13 ..	Do.	.. 3.30 ..

## Dam street.

96 ..	1st and 2nd quarters, 1906..	3.50 P.M.
-------	------------------------------	-----------

## Prince street.

46 ..	1st and 2nd quarters, 1906..	4. 0 P.M.
-------	------------------------------	-----------

## Jampettah street.

93 ..	1st and 2nd quarters, 1906..	4. 5 P.M.
-------	------------------------------	-----------

## Brassfounders' street.

14 ..	1st and 2nd quarters, 1906..	4.10 P.M.
41 ..	2nd quarter, 1906	.. 4.15 ..
43 ..	1st and 2nd quarters, 1906..	4.20 ..

## Chekku street.

46 ..	1st and 2nd quarters, 1906..	4.25 P.M.
-------	------------------------------	-----------

## New Moor's street.

3 ..	1st and 2nd quarters, 1906..	4.30 P.M.
------	------------------------------	-----------

## Wolfendahl street.

64 ..	1st and 2nd quarters, 1906..	4.35 P.M.
-------	------------------------------	-----------

## New Chetty street.

25A ..	1st and 2nd quarters, 1906..	4.40 P.M.
37 ..	Do.	.. 4.45 ..
45 ..	Do.	.. 4.50 ..
47 ..	Do.	.. 4.55 ..
80 ..	Do.	.. 5. 0 ..
86-87 ..	Do.	.. 5. 5 ..



## LOCAL BOARD NOTICES.

### LOCAL BOARD, JAFFNA.

#### Statement of Revenue and Expenditure of the Jaffna Local Board for 1906.

REVENUE.	Rs.	c.	EXPENDITURE.	Rs.	c.
Refund of stamps .. .. .	—		Cost of establishment .. .. .	580	0
Duty on licenses .. .. .	1,000	0	Office contingencies .. .. .	126	17
Opium license .. .. .	82	25	Revenue services .. .. .	50	70
Slaughter-house rent .. .. .	469	33			
Miscellaneous .. .. .	4	0		756	87
			Balance on December 31, 1906 .. .. .	798	71
Total	Rs.	1,555	Total	Rs.	1,555
		58			58

I, Ferdinando Hamlyn Price, do hereby swear that to the best of my knowledge the above is a true and correct account of all moneys received and paid by me during the year 1906, on account of the Jaffna Local Board, and that the balance was in the hands of the Government Agent, Jaffna, on December 31, 1906.

F. H. PRICE,  
Chairman.

Sworn to before me at Jaffna this 21st day of January, 1907 :

L. S. WOOLF,  
Justice of the Peace.

Certified :  
A. CATHIRAVELU, Member.

#### Statement of Assets and Liabilities of the Jaffna Local Board on December 31, 1906.

ASSETS.	Rs.	c.	LIABILITIES.	Rs.	c.
Refund of stamp duty on licenses .. .. .	59	72	Nil.		

I, Ferdinando Hamlyn Price, do hereby swear that to the best of my knowledge the above is a true and correct statement of the Assets and Liabilities of the Jaffna Local Board on December 31, 1906.

F. H. PRICE,  
Chairman.

Sworn to before me at Jaffna this 21st day of January, 1907 :

L. S. WOOLF,  
Justice of the Peace.

Certified :  
A. CATHIRAVELU, Member.

#### Estimate of Probable Revenue and Expenditure of the Jaffna Local Board for 1907.

REVENUE.					
	Amount.	Total.		Amount.	Total.
	Rs.	c.		Rs.	c.
<b>Taxes.</b>					
Assessment rate at two per cent. .. .. .	5,120	80	Advocates .. .. .	200	0
Government contribution .. .. .	240	0	Proctors .. .. .	1,000	0
Thoroughfares Ordinance collections .. .. .	10,500	0	Notaries .. .. .	300	0
Dog tax .. .. .	400	0	Notarial students .. .. .	100	0
Tax on carriages, &c., not plying for hire .. .. .	1,000	0			
			<b>Rents.</b>		
	17,260	80	Big Bazaar .. .. .	2,000	0
<b>Licenses.</b>					
Liquor .. .. .	725	0	Pasture grazing .. .. .	100	0
Opium .. .. .	246	75			
Vehicles .. .. .	1,850	0	<b>Fines.</b>		
Boats .. .. .	171	0	Court fines .. .. .	—	200
Manufactories .. .. .	60	0	<b>Miscellaneous.</b>		
Firearms .. .. .	45	0	Fee for stamping weights and measures .. .. .	15	0
Butchers .. .. .	25	0	Slaughter-house fees .. .. .	50	0
Poisons .. .. .	15	0	Sundries .. .. .	1,000	0
Petroleum .. .. .	220	0			
Explosives .. .. .	20	0	tal	Rs.	25,603
					55
<b>EXPENDITURE.</b>					
	Amount.	Total.		Amount.	Total.
	Rs.	c.		Rs.	c.
Cost of administration .. .. .	—		Sanitation .. .. .	—	6,622
Establishment .. .. .	3,820	0	Police .. .. .	—	200
Office contingencies .. .. .	1,500	0	Public Works .. .. .	—	9,280
Cost of audit .. .. .	300	0			
Revenue services .. .. .	2,000	0	Total	Rs.	23,722
					40
		7,620			40

Local Board Office,  
Jaffna, January 26, 1907.

F. H. PRICE, Chairman.  
A. CATHIRAVELU, Member.

## LOCAL BOARD, GAMPOLA.

## Statement of Revenue and Expenditure of the Local Board of Gampola during the Year 1906.

## REVENUE.

	Amount.		Total.			Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
<i>Taxes.</i>									
Commutation ..	1,924	35			Police Magistrate ..	407	45		
Assessment ..	1,505	50			Cattle trespass ..	10	50		117 95
Assessment arrears, 1905 ..	992	98			<i>Rents.</i>				
Water rate ..	744	74			Cemetery fees ..	78	0		
Water rate arrears, 1905 ..	431	47			Grazing fees ..	5	0		
Vehicles, animals, &c. ..	170	25			Markets ..	1,262	50		
Government contribution in lieu of local rates ..	303	40			Slaughter-house fees ..	1,294	0		2,639 50
			6,072	69	<i>Miscellaneous.</i>				
									100 18
<i>Licenses.</i>									
Opium ..	2,669	76			Balance on December 31, 1905 ..	—			13,093 24
Refund of stamp duty ..	1,493	16							1,593 93
			4,162	92	Total—Rs.				14,687 17

## EXPENDITURE.

	Amount.		Total.			Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
<i>Establishment.</i>									
Messenger and watcher ..	420	0			<i>Sanitary Charges.</i>				
Cemetery-keeper ..	300	0			Cost of disinfectants ..	28	97		
Contribution to bookbinder, Kandy Kachcheri ..	36	0			Latrine conservancy ..	300	0		
Contribution to assessment clerk, Kandy Kachcheri ..	12	0			Scavenging ..	1,745	0		2,073 97
Contribution to clerk, Kandy Kachcheri ..	129	0			<i>Interest and Sinking Fund on Loans.</i>				
Inspector and Secretary ..	720	0			Market and waterworks loans ..	—			1,716 0
			1,617	0	<i>Public Works.</i>				
<i>Office Contingencies.</i>									
Printed forms, stationery, &c. ..	—		131	5	Maintenance of roads and bridges ..	746	14		
<i>Revenue Services.</i>									
Commission to tax collectors, &c. ..	277	15			Upkeep of cemetery ..	134	42		
Remuneration to assessors ..	30	0			Upkeep of drains ..	255	25		
Cost of audit ..	134	83			Upkeep of buildings ..	83	43		
			441	98	Upkeep of waterworks ..	286	14		
<i>Police Charges.</i>									
New lamps and burners ..	320	51			Purchase of stores ..	47	87		
Street lighting ..	1,187	92			Extension of drains, Kandy street ..	493	38		2,045 63
Seizing, &c., dogs ..	49	27			<i>Miscellaneous.</i>				
			1,557	70					413 67
					Balance on December 31, 1906 ..	—			9,997 0
									4,690 17
					Total—Rs.				14,687 17

I, J. P. Lewis, do hereby swear that the above is to the best of my knowledge and belief a true and correct account of all moneys received and paid on account of the Local Board of Gampola during the year 1906.

Sworn to before me this 18th January, 1907 :

T. B. YATAWARA,  
Justice of the Peace.

J. P. LEWIS, Chairman.  
ERNST G. JONKLAAS, Member.

Local Board Office,  
Gampola, January 18, 1907.

## Statement of Assets and Liabilities of the Local Board of Gampola, 1906.

ASSETS.	Amount.		Total.		LIABILITIES.	Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Balance on December 31, 1906 ..	—		4,690	17	Scavenging contract, December, 1906 ..	145	0		
Property rate—arrears ..	1,176	66			Payment of coolies for December on account roads, &c. ..	56	88		
Water rate—arrears ..	522	66			Payment of oil, &c., for street lighting, December ..	64	77		266 65
			1,699	32	Balance ..	—			6,122 84
					Total—Rs.				6,389 49
Total—Rs.			6,389	49	Total—Rs.				6,389 49

I, J. P. Lewis, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of the Assets and Liabilities of the Local Board of Gampola on December 31, 1906.

Sworn to before me this 18th January, 1907 :

T. B. YATAWARA,  
Justice of the Peace.

J. P. LEWIS, Chairman.  
ERNST G. JONKLAAS, Member.

Local Board Office,  
Gampola, January 18, 1907.

## Statement of Loan on account Waterworks during the Year 1906, Local Board, Gampola.

Date.	RECEIPTS.	Amount.		Total.		Date.	EXPENDITURE.	Amount.		Total.	
		Rs.	c.	Rs.	c.			Rs.	c.	Rs.	c.
January 1, 1906	Balance brought forward	—	—	1,252	79	December 31, 1906	Amount expended	—	—	80	80
							Balance	—	—	1,171	99
	<b>Total—Rs.</b>			<b>1,252</b>	<b>79</b>		<b>Total—Rs.</b>			<b>1,252</b>	<b>79</b>

I, J. P. Lewis, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of all moneys received and paid from the loan for new waterworks during the year 1906, and that the balance is in the hands of the Government Agent, Central Province, Kandy.

Sworn to before me this 18th January, 1907 :

T. B. YATAWARA,  
Justice of the Peace.

J. P. LEWIS, Chairman.  
ERNST G. JONKLAAS, Member.

Local Board Office,  
Gampola, January 18, 1907.

## Statement of Estimated Receipts and Expenditure of the Local Board of Gampola for the Year 1907.

RECEIPTS.	Amount.		Total.		EXPENDITURE.	Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
<i>Taxes.</i>					<i>Interest and Sinking Fund on Loans</i>	—	—	1,716	0
Property rates	3,200	88			<i>Cost of Administration.</i>				
Thoroughfares	1,900	0			Establishment	1,680	0		
collections	1,350	57			Office contingencies	250	0		
Water rates	475	0			Cost of audit	147	62		
Other	—	—	6,926	45	Revenue services	530	0	2,607	62
<i>Licenses.</i>					<i>Education.</i>				
Liquor	700	0			(Town Schools' Ordinance)	—	—	—	—
Opium	3,556	0			<i>Sanitation</i>	—	—	2,110	0
Carts	450	0			<i>Lighting</i>	—	—	1,200	0
Other	150	0	4,856	0	<i>Police</i>	—	—	100	0
<i>Rents.</i>					<i>Public Works.</i>				
Markets	1,450	0			Maintenance	1,950	0		
Other	1,305	0			New construction	2,516	0	4,466	0
			2,755	0	<i>Miscellaneous.</i>				
<i>Fines</i>	—	—		125		—	—	100	0
<i>Miscellaneous</i>	—	—		100					
			14,762	45				12,299	62
To balance of 1906 brought forward			4,690	17	By balance carried over to 1907			7,153	0
					<b>Total—Rs.</b>			<b>19,452</b>	<b>62</b>
<b>Total—Rs.</b>			<b>19,452</b>	<b>62</b>					

Local Board Office,  
Gampola, January 18, 1907.

J. P. LEWIS, Chairman.  
ERNST G. JONKLAAS, Member.

NOTICE is hereby given to the persons residing within the limits of the Local Board of Bandarawela, that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1907 a tax, payable in six days' labour, be imposed on all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water. Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1907.

H. WHITE,  
Chairman.

Bandarawela Local Board Office,  
Badulla, February 4, 1907.

NOTICE is hereby given to the persons residing within the limits of the Local Board of Badulla that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1907 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1907.

H. WHITE,  
Chairman.

Local Board Office,  
Badulla, February 4, 1907.

NOTICE is hereby given to the persons residing within the limits of the Local Board of Bandarawela, that the Board, acting under the provisions of section 36 of "The Local Boards' Ordinances of 1898 and 1901," has resolved that an annual tax be imposed for the year 1907 on all horses, ponies, carriages, carts, hackeries, dogs, dog collars, and bullocks kept or used within the town for which such Board is constituted at the rate specified in the schedule hereto annexed:—

	Rs.	c.
Horses .. .. .	1	0
Ponies .. .. .	1	0
Carriages .. .. .	2	0
Carts .. .. .	2	0
Hackeries .. .. .	1	0
Dogs .. .. .	1	0
Dog collars .. .. .	0	37
Bullocks .. .. .	0	25

Provided, however, that such tax shall not be payable in respect of carts and carriages licensed under Ordinance No. 9 of 1901.

H. WHITE,  
Chairman.

Bandarawela Local Board Office,  
Badulla, February 4, 1907.

NOTICE is hereby given to the persons residing within the limits of the Local Board of Badulla, that the Board, acting under the provisions of section 36 of "The Local Boards' Ordinances of 1895 and 1901," has resolved that an annual tax be imposed for the year 1907 on all horses, ponies, carriages, carts, hackeries, dogs, dog collars, and bullocks kept or used within the town for which such Board is constituted at the rate specified in the schedule hereto annexed:—

	Rs.	c.
Horses .. .. .	1	0
Ponies .. .. .	1	0
Carriages .. .. .	2	0
Carts .. .. .	2	0
Hackeries .. .. .	1	0
Dogs .. .. .	1	0
Dog collars .. .. .	0	37
Bullocks .. .. .	0	25

Provided, however, that such tax shall not be payable in respect of carts and carriages licensed under Ordinance No. 9 of 1901.

H. WHITE,  
Chairman.

Local Board Office,  
Badulla, February 4, 1907.

### BOARD OF HEALTH, KALPITIYA.

#### Statement of Revenue and Expenditure of the Board of Health, Kalpitiya.

REVENUE.	Amount.	Total.	EXPENDITURE.	Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Taxes.</i>			<i>Cost of Administration.</i>		
Assessment tax .. .. .	—	1,002 46	Establishment .. .. .	60 0	
<i>Licenses.</i>			Office contingencies .. .. .	12 24	
Liquor .. .. .	71 25		Cost of audit .. .. .	17 22	
Carts and boats .. .. .	194 27		Revenue services .. .. .	172 62	262 8
Other .. .. .	10 92	276 44	<i>Sanitation.</i>		
<i>Rents.</i>			Street scavenging .. .. .	—	906 0
Markets .. .. .	—	43 50	<i>Lighting.</i>		
		1,322 40	Cost of street lighting .. .. .	—	51 55
Balance from December, 1905 .. .. .	—	296 50	Balance on December 31, 1906 .. .. .	—	399 27
		Total Rs. 1,618 90			Total Rs. 1,618 90

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my report No. 2 of January 30, 1907, the revenue due has been duly collected and the expenditure is in conformity with law and authority.

ALLAN KOCH,  
Auditor

Puttalam Kachcheri,  
January 31, 1907.

R. N. THAINE,  
Assistant Government Agent.

#### Statement of the Arrears of Rate outstanding at the end of 1906.

Assessment tax for 1906, Rs. 98-38.

I certify that the above is correct:

ALLAN KOCH,  
Auditor

Puttalam Kachcheri,  
January 31, 1907.

R. N. THAINE,  
Assistant Government Agent.

## ROAD COMMITTEE NOTICES.

## JAFFNA MARKETS FUND.

## Statement of Receipts and Expenditure of the Markets Fund for the Half-year ended December 31, 1906.

RECEIPTS.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Balance on June 30, 1906	—	5,020 96	Rent of Tolpuram market, April to October, 1906, at Rs. 4 per month	28 0	
Rent of Grand Bazaar market, Jaffna, July to October, 1906, at Rs. 273.33 per month	1,093 32		Rent of sheds in Chunagam market for 1906	12 0	
Rent of Chavakachcheri market, April to September, 1906, at Rs. 74.17 per month	445 2		Rent of sheds in Kaikula market for 1906	4 0	
Rent of Chavakachcheri market for October, 1906	33 32		Rent of site of Chatiram in Grand Bazaar, Jaffna, for 1906	0 25	
Rent of Chunakam market, July to October, 1906, at Rs. 55 per month	220 0		Rent of old bazaar, Kayts, for 1906	3 0	2,677 62
Rent of Chankanai market, June to October, 1906, at Rs. 63.75 per month	318 75		Fines imposed on market lessees	—	6 34
Rent of Point Pedro market, May to October, 1906, at Rs. 76.66 per month	459 96		One-sixth deposits on account of lease of markets	—	895 67
Rent of Elephant Pass market, May to October, 1906, at Rs. 10 per month	60 0		Proceeds, sale of trees standing on market grounds	—	37 14
			Costs recovered in market cases	—	493 12
			Total—Rs.	9,130 85	
EXPENDITURE.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Pay of market-keeper, Grand Bazaar, from May to December, 1906, at Rs. 7.50 per month	60 0		Hire of two market watchers from June to November, 1906, at Re. 1 each	12 0	
Pay of market-keeper, Chavakachcheri, from January to December, 1906, at Rs. 5 per month	60 0		Hire of one market watcher from May to December, 1906, at Re. 1 per month	8 0	
Pay of market-keeper, Chunakam, from April to December, 1906, at Rs. 5 per month	45 0		Hire of 1 market watcher from July to November, 1906, at Rs. 1 per month	5 0	
Pay of market-keeper, Chankanai, from January to December, 1906, at Rs. 5 per month	60 0		Hire of 1 market watcher from May to December, 1906, at Rs. 3 per month	24 0	49 0
Pay of market-keeper, Point Pedro, from April to October, 1906, at Rs. 5 per month	35 0	260 0	Cost of scavenging from June to December, 1906, at Rs. 115 per month	—	805 0
Pay of market sweeper, Chunakam, from May to December, 1906, at Re. 1.50 per month	12 0		Assessment taxes	—	37 90
Pay of market sweeper, Chankanai, from May to December, 1906, at Rs. 3 per month	24 0		Cost of providing and fixing seat round Baldeus tree at Point Pedro	160 0	
Pay of market sweeper, Point Pedro, from July to October, 1906, at Rs. 3 per month	12 0		Cementing half the floor of Chunakam market	27 50	
Pay of market sweeper, Elephant Pass, from June to December, 1906, at Rs. 3 per month	21 0	69 0	Repairing the roof of Grand Bazaar market	5 58	
			For building a fish market at Point Pedro	500 0	
			For repairing two sheds of Chankanai market	272 88	
			Cost of thatching sheds at Chankanai and Tolpuram markets	107 75	
			Cost of repairing and thatching Karaiur fish market	32 96	946 67
			Miscellaneous	—	521 73
			Balance on December 31, 1906	—	6,281 55
			Total—Rs.	9,130 85	

E. T. HUGHES,  
for Chairman.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the under-mentioned road for 1906, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

## ULAPANE-RIVERSIDE ROAD.

(Estimate No. 49 of 1906.)

Government moiety .. Rs. 1,188  
Private contributions .. Rs. 1,188  
1st to 3rd section, 1½ mile.

Total acreage, 1,589—Moiety of cost, Rs. 412·50—

Sectional rate, ·2595c.—Total rate, ·2595c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Geo. Benzie	.. Mahavilla	.. 321	.. 83 34
The English and Scottish Co-operative Wholesale Societies (Messrs. Crosfield, Lampard & Co., Agents)			
	.. Weliganga and Halgolla	.. 192	.. 49 87

1st to 6th section, 3 miles.

Total acreage, 1,076—Moiety of cost, Rs. 412·50—  
Sectional rate, ·3833c.—Total rate, ·6428c.

Kanapediwatta Tea Co. (Messrs. Loe, Hedges & Co., Agents; T. A. Mitchell Christie, Superintendent)	.. Kanapediwatta	393	.. 252 67
--	------------------	-----	-----------

1st to 9th section, 4 miles 32 chains.

Total acreage, 683—Moiety of cost, Rs. 363.—  
Sectional rate, 5314c.—Total rate, Re. 1·1742.

The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland, Superintendent)	.. Riverside	.. 390	.. 457 98
--	--------------	--------	-----------

Heirs of M. Simon (Agents, Lipton, Ltd.; Superintendent, Geo. Benzie)	.. Dambagalla	.. 112	.. 131 56
---	---------------	--------	-----------

The English and Scottish Co-operative Wholesale Societies (Messrs. Crosfield, Lampard & Co., Agents)	.. Nugawella	.. 181	.. 212 58
--	--------------	--------	-----------

Rs. 1,188 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 17, 1907.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 2, 1907.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the District interested in the repair of the said road, as follows:—

## DARRAWELLA-ANNFIELD ROAD.

(Estimate No. 95 of 1906.)

Government moiety .. Rs. 746·25  
Private contributions .. Rs. 570·00

1st section... 32·85 lines.

Total acreage, 2,464—Moiety of cost, Rs. 133·32—  
Sectional rate, ·0541c.—Total rate, ·0541c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Hon. Mr. J. N. Campbell	.. Darrawella	.. 615	.. 33 30

1st to 2nd section, 1 mile, 17·65 lines.

Total acreage, 1,849—Moiety of cost, Rs. 152·59—  
Sectional rate, ·0821c.—Total rate, ·1366c.

Carson & Co	.. Hadley	.. 228	.. 31 17
-------------	-----------	--------	----------

1st to 3rd section, 1 mile, 32·56 lines.

Total acreage, 1,621—Moiety of cost, Rs. 60·51—  
Sectional rate, ·0373c.—Total rate, ·1739c.

D. Kerr	.. Invery	.. 513	.. 89 24
R. H. S. Scott	.. Ottery (excluding Stamford Hill)	.. 243	.. 42 28

1st to 4th section, 2 miles, 190·7 lines.

Total acreage, 865—Moiety of cost, Rs. 159·54—  
Sectional rate, ·1844c.—Total rate, ·3583c.

R. H. S. Scott	.. Ottery (Stamford Hill division)	.. 138	.. 49 47
----------------	------------------------------------	--------	----------

1st to 5th section, 2 miles, 31·84 lines.

Total acreage, 727—Moiety of cost, Rs. 51·83—  
Sectional rate, ·0712c.—Total rate, ·4295c.

A. Craib	.. St. Leys	.. 130	.. 55 87
----------	-------------	--------	----------

1st to 6th section, 3·50 miles.

Total acreage, 597—Moiety of cost, Rs. 192·20—  
Sectional rate, ·3219c.—Total rate, ·7514c.

Cumberbatch & Co.	.. Annfield	.. 289	.. 217 19
Do.	.. Rahanwatta	.. 308	.. 231 47

Rs. 749 99

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 17, 1907.

Rs. c.

N.B.—Private contributions .. 750 0  
Unexpended balance, 1905 .. 1

Rs. 749 99

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 2, 1907.



**Gammadua-Rattota Road.**

**N**OTICE is hereby given that in terms of section 11 of the Estate Roads Ordinance, No. 12 of 1902, a General Meeting of the proprietors or resident managers of the estates interested in the Gammadua-Rattota road will be held in the Kensington District Store on Friday, February 15, 1907, at 3 p.m., for the purpose of electing a Local Committee to perform the duties imposed upon the said Committee by the Ordinance.

The meeting must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 6, 1907.

**N**OTICE is hereby given that the following gentlemen, namely, Messrs. E. D. Bowman, F. J. de Vos, and E. V. Gooneratna have been appointed to serve as European, Burgher, and Native Members respectively, on the District Road Committee, Galle, during the years 1907, 1908, and 1909.

J. C. W. ROCK,  
for Chairman.

Provincial Road Committee,  
Galle, February 2, 1907.

**N**OTICE is hereby given that the following gentlemen, namely, Messrs. E. Gay, E. G. Auwardt, and A. F. Gunaratna have been appointed to serve as European, Burgher, and Native Members, respectively, on the District Road Committee, Hambantota, during the years 1907, 1908, and 1909.

J. C. W. ROCK,  
for Chairman.

Provincial Road Committee,  
Galle, February 4, 1907.

**N**OTICE is hereby given that the following gentlemen, namely, Messrs. E. R. E. Geddes, G. E. Keuneman, and D. A. Gooneratna, Mudaliyar, have been appointed to serve as European, Burgher, and Native Members, respectively, on the District Road Committee, Matara, during the year, 1907, 1908, and 1909.

J. C. W. ROCK,  
for Chairman.

Provincial Road Committee,  
Galle, February 2, 1907.

**N**OTICE is hereby given that the following persons have been elected to act as members of the Local Committee for the Koslanda-Meeriabedde road under the "Estate Roads Ordinance, 1902," for the term ending 29th October, 1908:—

Messrs. L. M. W. Wilkins (Chairman), A. J. Percy Wills, T. B. Coombe.

T. REID,

for Chairman, Provincial Road Committee,  
Uva.

Provincial Road Committee,  
Badulla, January 23, 1907.

**N**OTICE is hereby given that a Meeting of the Local Committee of the Malwala Ferry-Wewelwatta Factory estate road will be held at Hapugastenne at 10 A.M. on Saturday, February 9, 1907, to assess estates concerned for 1907, and consider any other matters that may be brought before the meeting.

J. S. PATTERSON,  
Chairman, Local Committee.

Hapugastenne,  
January 26, 1907.

**TRADE MARKS NOTIFICATIONS**

**I**N compliance with the provisions of the Trade Marks Ordinances, 1884 to 1904, as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Arthur Alvis, Esq., of Colombo, has applied for the registration of the following Trade Mark in the name of Messrs. Tarrant and Company in respect of Paints, Pigments, Mineral Dyes, and Anticorrosives in Class 1 and Vermin Destroyers in Class 2 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the letters R T O in a hexagon.

Registrar-General's Office,  
Colombo, February 7, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

## NOTICES TO MARINERS.

## List of Lights in the Port of Colombo.

Name of Light.	Place.	Latitude.	Longitude.	Number of Lights and Relative Positions.	Colour of Light.	Fixed, flashing, intermittent, revolving, alternating, revolving.	Interval of revolution of flash.	Miles seen in clear weather from a Ship's deck.	Time Light is shown.	Colour or any peculiarity of Lantern. Lighthouse.	Height in feet centre of Lantern above high water.	Height in feet of Building from base to vane.	When lighted (also date of alteration where necessary.)	Character and order of illuminating apparatus.	Description of signal if any.
Clock Tower	Colombo	N. 6° 56'	E. 79° 51'	One	White	Group flashing.	Half minute	Seventeen	Sunset to sunrise	Square white tower	135'	112'	1867 1885	D 1st order shows, 3 flashes in quick succession every 30" each flash separated by an eclipse of 3" and followed by an eclipse of 18". This light only shows 2 flashes from bearing of from approximately 30° to N N W and N N E. O. N. E. and is obscured over the harbour between these points. The machinery is being renewed during the current year (1907) and will be made to revolve in a mercury bath and the character of the light altered by the revolution being accelerated.	Nil
South-Western Breakwater (Northern Pier Head)	Colombo	N. 6° 57' 01.6"	E. 79° 50' 44.2"	One	Red	Fixed	Nil	Twelve	Sunset to sunrise	Cement colour concrete tower	58' 13"	56'	1st Jan., 1885.	D 2nd order.	Nil
North-Western Breakwater (Southern Pier Head)	Colombo	N. 6° 57' 08.8"	E. 79° 50' 49.2"	One	Green	Fixed	Nil	Eight	Sunset to sunrise	Cement colour iron tower	42' 6"	37' 4 1/2"	15th April, 1905	D 5th order, light visible all round subtending a vertical angle of 141 degrees. Fixed apparatus of 187-5 mm. focal distance	Nil
North-Western Breakwater (Northern Pier Head)	Colombo	N. 6° 57' 29"	E. 79° 51' 04.7"	One	Red	Fixed	Nil	Eight	Sunset to sunrise	Cement colour circular iron tower	42' 6"	37' 4"	1st Jan., 1907	D 5th order light visible all round subtending a vertical angle of 141 degrees. Fixed apparatus of 187-5 mm. focal distance	Nil

Name of Light.	Place.	Latitude.	Longitude.	Number of Lights and Relative Positions.	Colour of Light.	Fixed, flashing, revolving, alternating, revolving.	Inter-val of revolution of flash.	Miles seen in clear weather from a ship's deck.	Time Light is shown.	Colour or variety of Lighthouse.	Height in feet centre of Lantern above high water.	Height in feet of Building from base to vane.	When lighted (also date of alteration where necessary).	Character and order of Illuminating apparatus.	Description of fog signal, if any.
North-Eastern Bivalve (Western Pier Head)	Colombo	N. 6° 57' 29.5"	E. 79° 51' 12.4"	One	Western arc of 180° from N to S to the bearing of 100° W is green; Eastern arc of 180° from N to S, to the bearing of 100° E is red	Fixed	Nil	Eight	Sunset to sunrise	Cement culvert tower	43' 5"	33' 0 1/2"	1st Jan., 1907	6th order light visible all round subtending a vertical angle of 135 degrees. Fixed apparatus of 187-5 mm. focal distance	Nil
Leading Lights	Colombo (on Southern shore of Harbour close to the Passenger Jetty)	Nil	Nil	Two	Lower green Upper red	Fixed	Nil	Seven	Sunset to sunrise	White masts 800 feet apart	Nil	Nil	1883 1901	6th order. The red light is 800 ft. S 9° W from the green and higher. When in line lead through the Western tier of moorings	Nil
Leading Lights	Colombo (on Southern shore of Harbour at the Patent Slipway)	Nil	Nil	Two	Lower red, Upper green	Fixed	Nil	Seven	Sunset to sunrise	White masts 700 feet apart	Nil	Nil	1901	6th order. The green light is 700 feet S 9° W from the red and higher. When in line these lights lead through the Eastern channel	Nil
Leading Lights	Colombo (on Eastern shore of Harbour)	Nil	Nil	Two	Red	Fixed	Nil	Seven	Sunset to sunrise	White masts	Nil	Nil	August, 1903 1904	6th order. When in line lead through centre of Southern entrance and clear of buoys into Eastern tier of moorings.	Nil

JOHN A. LEGGE,  
Master Attendant.

Master Attendants' Office,  
Colombo, January 29, 1907.

THE under-mentioned goods having been left in the No. 5 Bonded Warehouse, Wharf, 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, March 4, 1907, at 12 noon.

Date of Landing.	Entry No. and Date.	Vessel.	Whence.	Marks and Numbers.	Description of Goods.
NO. 5 BONDED WAREHOUSE.					
1906.	1906.				
August 14	165 of Sept. 4	ss. City of Glasgow	Calcutta..	138 in a diamond, \$ 1	1 case
August 27	796 of Sept. 11	ss. Clan Urquhart	Liverpool	W S \$ 1	1 case
Sept. 7	2,277 of Oct. 24	ss. Palatina	Calcutta..	S T A	1 bag
Sept. 20	269 of Oct. 4	ss. Malacca	London ..	M K B in a diamond, \$ 1	1 case
CASK WAREHOUSE.					
July 20		ss. Clan Lindsay	Liverpool	K M M S on x	7 kegs
G WAREHOUSE.					
July 19		ss. Manora	London ..	C C upon L in a diamond	1 package
PARCEL WAREHOUSE.					
1904.					
Dec. 4		ss. Clan McLaren	Liverpool	Colombo, P in a triangle	1 hogshead beer
1905.					
Jan. 2		ss. Derbyshire	do. . .	Thos. Cook & Sons	1 parcel
1906.					
July 2		ss. Clan Lindsay	do. . .	Colombo G or Nil	1 casting
July 26		ss. S mali	London ..	Colombo M	1 keg
Aug. 7		ss. Jelanga	Calcutta..	M M M S B in a crescent	1 parcel
					1 lot teapots
Mar. 21		ss. Sardinia	Calcutta..		3 empty boxes
TRANSHIPMENT WAREHOUSE.					
1905.					
July 1		ss. Coromandel	Bombay..	Nil	2 pieces iron plate
1906.					
April 9		ss. India	London ..		4 chairs
Sept. 4		ss. Mazagon	Bombay..		2 bags grain
Sept. 4		Do.	do. . .		1 bag garlic
July 21		ss. Goorkha	do. . .		1 bag oats
					1 bag grain
I WAREHOUSE.					
1905.					
Nov. 11		ss. Goorkha	London ..	J W & Co., 1330 in a diamond	1 case
J WAREHOUSE.					
1906.					
June 21		ss. Kagoshima Maru	Japan ..	M O M I or Nil	2 bundles tea shooks
July 4		ss. Landaura	Bombay..	M P in a diamond	1 camboy
Aug. 20		Do.	Calcutta..	Nil	1 bundle fish
Sept. 6		ss. Wakata Maru	Japan ..	Diamond	1 bundle tea shooks
Sept. 20		ss. Okura	Bombay..	A L	1 bag grain
Sept. 20		Do.	do. . .	Nil	2 bags fish manure
K WAREHOUSE.					
July 19		ss. Colombo Maru	China ..	W T L	1 bundle tea shooks
July 19		Do.	do. . .	K O in a diamond	do.
July 20		ss. Staffordshire	Rangoon	Nil	1 piece asphalt
July 20		Do.	do. . .	Nil	7 bags rice
Aug. 1		ss. Nadir	Bombay..	A L	1 bag dates
Apr. 7		ss. Jilinga	Calcutta..	A V P	1 bundle drugs

H. M. Customs,  
Colombo, February 4, 1907.

W. E. THORPE,  
for Principal Collector.

**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.	Tea.	(Cacao.	Trunk Cinnamon.	Branch Cinnamon.	Cinchona Chips.	Cocounts.	Copra.	Cocount Oil.	Cocount.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Garda-moms.	Ebony.	Plumbago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sarapa-wood.	Oreilla.	Kiul Fibre.	Beer.	
<b>COLOMBO.</b>	<b>1907</b>																											
ss. Nuran	29-1	Calcutta										98																
ss. Prinz Regent	29-1	Bremen			7097																							
ss. Luitpold	31-1	Odessa			296315						12965																	
ss. Kital	31-1	London			63023	143	7876																					
ss. Glenavon	31-1	Australia			151537																							
ss. Scharnhorst	31-1	Bombay			12358																							
ss. Malta	31-1	Australia			327866	40																						
ss. Gracchus	1-2	Australia			74816	160																						
ss. Wakasa Maru	1-2	Japan			335951																							
ss. Oroya	1-2	London			70881	211																						
ss. Somali	1-2	Bremen																										
ss. Rygja	1-2	Bremen																										
ss. Arconia	1-2	Odessa			16100						2000																	
ss. Clan Shaw	1-2	London			18870																							
ss. Clan Robertson	1-2	London			106176	33																						
ss. Tonkin	1-2	Marseilles			1250																							
ss. Kiew	1-2	Odessa			320913																							
ss. Otteberg	1-2	Odessa			20500																							
ss. Oceauten	1-2	China			42087																							
ss. Orient	2-2	Australia		9	143168																							
<b>GALLE.</b>																												
ss. Clan Mackinnon	30-1	London																										

\* Chips.

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

TO COLOMBO	TO GALLE
From Tuticorin	
Calcutta	From Calcutta
China	Southern India
Bangkok	
Ammapatam	
Singapore	
	Total
Bags 13,291	Bags 2,010
" 64,533	" 9,360
" 3,500	"
" 1,000	"
" 473	"
" 1,500	"
Total ... Bags 84,302	Total ... Bags 12,370

W. E. THORPE,  
for Principal Collector.

H. M. Customs,  
Colombo, February 5, 1907.