

Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE DIMBULA TRAVANCORE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE DIMBULA TRAVANCORE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established at "Scrubs," Newera Eliya, Ceylon
3. The objects for which the Company is established are:—
 - (1) To purchase and acquire a certain leasehold property known as Teekoy situated in Travancore, South India, and to take an assignment or assignments of any grant lease or leases thereof, with all rights secured thereby and subject to the terms and conditions contained in any such grant lease or leases or modifications thereof, and to the terms and conditions contained in any such assignment or assignments.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in South India aforesaid or elsewhere, and any rights of way, rights water, 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 Southern India 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 Southern India, 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.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in Southern India and elsewhere, and generally to undertake the business of estate agents in Southern India 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 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.
- (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 Southern India; 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 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 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, except, 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 Southern India 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 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 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 this 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) of 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 Fifty thousand (50,000) shares of Fifteen Rupees (Rs. 15) 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 subdivided, or consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
NEANDER WARBURTON DAVIES, Portswood, Kandapolla (18-2-07)	.. One
THOMAS GEORGE HAYES, Scrubs, Nuwara Eliya (12-3-07)	.. One
ERNEST EDWARD MEGGET, Thornfield, Agrapatnas (23-3-07)	.. One
FORBES GRIFFITH SAUNDER, Nuwara Eliya (18-2-07) ..	.. One
JOHN GODFREY PALMER, Gonagalla, Dikoya (2-3-07) ..	.. One
CHARLES BURBARD NELSON, Wigton, Rozelle (18-3-07)	.. One
Witness to the above signatures :	
F. LIESCHING, Proctor, Supreme Court.	
HENRY MATHEW ALLEYN, Choisy, Pundalu-oya (19-3-07)	.. One
Witness to the signature of Henry Mathew Alleyn : C. S. WRIGHT.	

ARTICLES OF ASSOCIATION OF THE DUMBULA TRAVANCORE 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 Dumbula Travancore 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 certain leasehold property known as Teekoy, situate at the foot of the Permaade Hill Range in Travancore, Southern India; and generally proceed to carry out the objects for which it is established and 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 Fifty thousand (50,000) shares of Fifteen Rupees (Rs. 15) 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 thirty-two thousand shares, a portion shall be issued to the vendors of the said leasehold property known as Teukoy in payment of the purchase price payable to them, on execution of the assignments thereof to the Company. The remainder shall be issued at the discretion of the Directors.

The Directors may from time to time issue any unissued shares of the first issue. Such shares shall in the first place be offered by the Directors to the original Shareholders of the Company, if they shall at the time be registered Shareholders, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such 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 original Shareholders to whom the same shall have been offered, or as shall not be accepted by them within the time specified in that behalf by the Directors, shall after the expiration of that time be disposed of by the Directors in manner provided by Article 18. Provided that the Directors may, if they think proper, add a premium to such shares before so disposing of them. Provided also that the Directors may at their discretion allot any unissued shares in payment of any movable or immovable property acquired by the Company, without first offering such shares to the original Shareholders of the Company.

15. *Further issues.*—The Company may from time to time, and until the whole of the capital of the Company 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 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 at the time 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 to 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 Ceylon, 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 share.

28. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 14.*—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 payable 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 33, 39, and 41, 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 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 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-holders 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 share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons; and the Directors may decline to register any transfer of shares subject to such charge or lien.

54. *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 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, all or 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 the 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. *Minutes 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 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 Dimbula Travancore 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 One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being 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 Four thousand Rupees (Rs. 4,000) 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 Keith Rollo of Wanarajah Estate, Dikoya, Henry Mathew Alleyn of Chorsy Estate, Pundaluoya, Henry Edgar D'Esterre of Braemore Estate, Agrapatna, and Ernest Edward Megget of Thornfield Estate, Agrapatna, all in 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, Managing Director, or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents 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, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents, or Superintendent or Superintendents; and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers 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. The General Meeting may also fill up any other vacancies occurring amongst the Directors.

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 a period exceeding three months.

Exceptions.—But the above rule shall be subject to the following exceptions:—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 any 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 respectively in or about the discharge of his duties, except such as happen from his own wilful acts or defaults; and no Director or officer, nor 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 title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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 Teekoy property, 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 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, visiting agents, superintendents, inspectors, assistants, clerks, artizans, 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, artizans, 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 regulations 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 Teekoy leasehold property subject to the terms and conditions contained in any grant or lease or leases of such property or any modifications thereof, and to the terms and conditions contained in any assignment or assignments hereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, 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 realize 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 persons 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 Southern India 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 thereat 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 committees 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 Shareholders.*—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 is 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 resident in Ceylon 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 or 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 Southern India 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, 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 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, at the places and on the dates hereafter signified, Forbes Griffith Saunder and Neander Warburton Davies at Nuwara Eliya, this Eighteenth day of February, 1907; John Godfrey Palmer at Hatton, this Second day of March, 1907; Thomas George Hayes at Nuwara Eliya, this Twelfth day of March, 1907; Charles Burrard Nelson at Rozelle, this Eighteenth day of March, 1907; Henry Mathew Alleyn at Nuwara Eliya, this Nineteenth day of March, 1907; and Ernest Edward Megget at Colombo, this Twenty-third day of March, 1907.

NEANDER WARBURTON DAVIES.

THOMAS GEORGE HAYES.

ERNEST EDWARD MEGGET.

FORBES GRIFFITH SAUNDER.

JOHN GODFREY PALMER.

CHARLES BURRARD NELSON.

Witness to the above signatures :

F. LIESCHING,

Proctor, Supreme Court.

HENRY MATHEW ALLEYN,

Witness to the Signature of HENRY MATHEW ALLEYN :

C. S. WRIGHT.

The Udapolla Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Udapolla Rubber Company, Limited, will be held at the offices of the Company, No. 18, Upper Chatham street, Fort, Colombo, on Friday, the 26th April, at 12 noon.

Business.

To re-submit the resolution proposed by the Chairman and carried unanimously at the Extraordinary General Meeting held on the 29th May, 1905, in connection with which a technical informality occurred.

By order of the Directors,

GORDON FRAZER & Co.,
Agents and Secretaries.

The Asiatic Rubber and Produce Company Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 1, Baillie street, Fort, Colombo, on Friday, May 3rd, 1907, at 12 noon.

Business.

1. To receive the Report of the Directors and accounts for the year ended 31st December, 1906.

2. To elect Directors.

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

The Transfer Books of the Company will be closed from April 21st to May 5th, 1907, both days inclusive.

By order of the Directors,

LEE, HEDGES & Co.,
Agent and Secretaries.

Colombo, April 18, 1907.

The Golconda Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Golconda Rubber Company, Limited, will be held at the Hatton Hotel, Hatton, on the 27th day of April, 1907, at 12 o'clock noon, for the purpose of considering, and, if thought fit, passing the following resolutions, that is to say:—

1. That it is desirable to reconstruct the Company, and accordingly that the Company be wound up voluntarily, and that William David Bosanquet of Holmwood estate, Agrapatana, Ceylon, Esquire, be and he is hereby appointed Liquidator for the purpose of such winding up.

2. That the Liquidator of the Company be and he is hereby authorized, pursuant to section 107, subsection (7), of 'The Joint Stock Companies' Ordinance, 1861,' to sell and transfer to a new Company to be called the Golconda Malay Rubber Company, Limited, or by some other name approved by the said Liquidator, to be incorporated and registered in England under the Companies Acts, 1862 to 1900, of Great Britain, with a capital of not less than £70,000 sterling, the whole of the business and property of the Company, and to receive as part of the consideration for such sale 66,000 fully paid shares of £1 sterling each in the said new Company for distribution among the members of the Company in proportion to the shares in the Company held by them.

3. That the Liquidator of the Company be and he is hereby authorized to approve of the Memorandum and Articles of Association of the proposed new Company and to approve of and enter into any agreement or agreements with the said new Company or otherwise which may be necessary for the purpose of carrying into effect the proposed sale and transfer to the said new Company.

4. That the Liquidator of the Company be and he is hereby authorized to proceed to England for the purpose of carrying out the reconstruction of the Company, and that in his absence the powers of the Directors be continued so far as may be necessary to carry on the business of the Company and to protect its assets.

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a second Extraordinary General Meeting, which will be subsequently convened.

By order of the Board,

JOHN INCH,
Secretary.

Dated April 18, 1907.

Colombo Hair Dressing Saloon, Limited.

NOTICE is hereby given that a General Meeting of the Shareholders of the above Company will be held at the Bristol Hotel on Friday, the 3rd May, at noon, at which the following special resolutions will be proposed:—

(1) That the sale to Mr. C. J. Silva, of the business of the Company as a going concern at Rs. 10,000 be confirmed.

(2) That the Company be wound up voluntarily.

A. ELLIOT,
Secretary.

NOTICES TO MARINERS.

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

By His Excellency's command,

G. M. FOWLER,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, April 19, 1907.

Ceylon.

Notice is hereby given that on and after November 1, 1907, the period of the Colombo Light will be

quicken to show a character of three flashes in quick succession every ten seconds, as follows:—

Flash	..	..	26 seconds
Eclipse	..	..	1.40 "
Flash	..	..	26 "
Eclipse	..	..	1.40 "
Flash	..	..	26 "
Eclipse	..	..	6.42 "

Total period .. 10.00 seconds

JOHN A. LEGGE,
Master Attendant's Office, Master Attendant.
Colombo, April 15, 1907.

ROAD COMMITTEE NOTICES.

Ellearawa-Pinnewala Estate Road.

WHEREAS the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 5 of Ordinance No. 12 of 1902, have altered and varied the limits of the district including the estates liable to be assessed for improvement and upkeep of the Ellearawa-Pinnewala estate road by adding the following acreage to the acreage originally assessed for the improvement, repair, and upkeep of the said road :—

Proprietors or Agents.	Estates.	Acreage.
Messrs. Tarrant and Company	Ferndale and Sherwood	399

as per notice dated October 29, 1906, and published in the *Government Gazette* Nos. 6,149 and 6,150 of November 2 and 8, 1906, respectively ; and whereas the said estates have become bound and liable under the provisions of the said Ordinance for payment of the moiety which they would have been liable to pay had such estates been originally included in the district for assessment for improvement and upkeep of the road, and the Provincial Road Committee have assessed the proportion payable by the said estates as aforesaid for improvement during 1905 and 1906 at Rs. 1,414.48 and for upkeep from September to December at Rs. 98.80, as per schedule hereto annexed.

The proprietors, managers, and agents of Ferndale and Sherwood estates are hereby required, as provided by section 6 of Ordinance No. 12 of 1902, to pay to the Chairman of the Provincial Road Committee of the Province of Sabaragamuwa the said sums of Rs. 1,414.48 and Rs. 98.80 due from the said estates on or before May 31, 1907.

Provincial Road Committee's Office,
Ratnapura, April 4, 1907.

W. A. WEERAKOON,
for Chairman.

Schedule referred to.

	1905.		1906		1906.		Upkeep.	
	First Half-year of 1905.		Second Half-year of 1905.		Improvement.			
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Two-fifths contribution by Government	1,754	0	1,754	0	1,169	23	980	0
Three-fifths contribution by estates	2,631	0	2,631	0	1,753	84	1,470	0
	<u>4,385</u>	<u>0</u>	<u>4,385</u>	<u>0</u>	<u>2,923</u>	<u>7</u>	<u>2,450</u>	<u>0</u>

Name of Estate.	Acreage.	1905.		1906		1906.		Upkeep.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Maratenna	518	688	66	688	66	459	6	384	76
Detenagala	450	598	26	598	26	398	79	334	26
Cecilton	367	487	91	487	91	325	25	272	60
Kandahar	245	325	72	325	72	217	16	182	0
Ferndale and Sherwood	399	530	45	530	45	353	58	296	38
Total	1,979	<u>2,631</u>	<u>0</u>	<u>2,631</u>	<u>0</u>	<u>1,753</u>	<u>84</u>	<u>1,470</u>	<u>0</u>

Total amount payable on account of Ferndale and Sherwood estates :—

Improvement during first half-year of 1905	Rs.	c.
Improvement during second half-year of 1905	530	45
Improvement during 1906	530	45
Upkeep from September to December, 1906	353	58
	98	80
Total—Rs.	<u>1,513</u>	<u>28</u>

Ellearawa-Pinnewala Estate Road.

NOTICE is hereby given that the Government having estimated the cost of improvement and upkeep of the Ellearawa-Pinnewala estate road at Rs. 4,385 and Rs. 2,700 respectively during the year 1907, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the said road as follows:—

ELLEARAWA-PINNEWALA ESTATE ROAD.

	Improvement. Rs.	Upkeep. Rs.
Two-fifths contribution by Government	1,754	1,080
Three-fifths contribution by estates	2,631	1,620
	<u>4,385</u>	<u>2,700</u>

Improvement: Total acreage, 1,979—Moieties of cost, Rs. 2,631—Rate per acre, Rs. 1.3294.

Upkeep: Total acreage 1,979—Moieties of cost, Rs. 1,620—Rate per acre, .8185 cents.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	
			Improvement. Rs. c.	Upkeep. Rs. c.
A. G. Layard and A. D. Sly	Detenagala	518	688 66	424 2
William Forbes and Frank M. Laurie	Maratenna	450	598 26	368 38
Cornelis Perera	Cecilton	367	487 91	300 44
C. J. Marzetti	Kandahar	245	325 72	200 57
Messrs. Tarrant & Company	Ferndale and Sherwood	399	530 45	326 59
	Total		<u>2,631 0</u>	<u>1,620 0</u>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee, A. D. Sly, Esq., of Detenagala estate, on or before May 31, 1907.

Provincial Road Committee's Office,
Ratnapura, April 4, 1907.

W. A. WEERAKOON,
for Chairman.

Kegalla-Polgahawela Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the road from Kegalla-Polgahawela road to Lowlands estate during 1907, the Provincial Road Committee, North-Western Province, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the District interested as follows:—

Branch road from KEGALLA-POLGAHAWELA ROAD to
LOWLANDS ESTATE.

Government moiety	Rs. 384.85
Private contributions	Rs. 384.85

1st and 2nd sections, 1 mile.

Total acreage, 829—Moieties of cost, Rs. 329.24—
Sectional rate, .39715—Total rate, .39715.

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
Charles Peries	Serapis estate	60	23	82
	1st to 3rd section, 1 mile 17 chains.			
	Total acreage, 769—Moieties of cost, Rs. 55.61— Sectional rate, .7231—Total rate, .46946.			
Lipton, Limited	Cairnhill	132	61	97
Do.	Lower Eadella	20	9	39
Do.	Lowlands	65	30	52
Do.	Upper Eadella	438	205	63
Do.	Lesmoir	114	53	52

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 6, 1907.

E. T. MELLINGTON,
Secretary.

Provincial Road Committee's Office,
Kurunegala, April 9, 1907.

Padiapellella-Ellamulla Road.

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 for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, April 27, 1907, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

PADIAPELLELLA-ELLAMULLA Road.

Government moiety	Rs. 1,115.00
Private contributions	Rs. 1,120.60

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
H. V. Masfield (R. N. Maclean)	Kabaragala	937

1st to 5th section, 4.89 miles.

George Steuart & Co. (K. J. Thorpe)	Gatella	632
Finlay, Muir & Co. (F. G. Harvey)	Mandaranevewera	790
Do.	Goodwood	273
Colombo Commercial Co., Ltd. (K. J. Thorpe)	Ellamullawellakele	840

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, April 10, 1907.

Agra Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, April 27, 1907, at 1.30 o'clock P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions, at the rate of 1612c. per acre.

AGRA ROAD (between Lindula and end of Agra road).

Renewing two Bridges.		Rs.	Rs.
Government moiety		3,315	
Private contributions		3,471	
Repairs to damaged Portion, 40th Mile.		Rs.	Rs.
Government moiety		250.00	
Private contributions		256.41	
Proprietors or Agents.	Estates.	Acreage	
Dimbula Valley Co., Limited	Belgravia	..	305
A. V. & J. H. Renton	Tallankanda	..	268
E. Temple	Deyanella	..	267
Alfred J. & A. H. Bell (T. MacLachlan, Agent)	Fairfield	..	319
The Ceylon Tea Plantations Co., Limited	Wallaha	..	290
The Dimbula Valley Tea Co., Limited	Mousaella	..	550
Heirs of H. R. Farquharson & R. J. Farquharson	Eildon Hall	..	413
The Bambrakellie Estates Tea Company, Limited	Bambarakele	..	497
The Bambarakellie Estates Tea Co., Ltd.	Lot 110,386 Dell	..	100
J. W. Goodeve	Oddington	..	100
Mrs. Wiggin & Sons	Melton	..	207
T. Fairhurst	Ferham	..	273
Scottish Trust & Loan Company, Limited	Rahanwatta	..	308
H. R. Wiggin	Queenwood	..	228
The Dimbula Valley Co., Ltd.	Tillicoultry	..	401
J. A. & N. G. Campbell	Waltrim	..	370
Lord Chelmsford (C. M. Buckworth, Agent)	Agrakanda	..	288
C. R. S. Carew (J. M. Sayers)	Fassifern West	..	138
W. H. Sealey (A. J. Farquharson)	Fassifern East	..	138
F. A. & W. N. Fairlie	Howlahena	..	391
Geo. Beck	Henfold and St. Regulas	..	570
The Alliance Tea Company of Ceylon, Limited (Whittall & Co.)	Gleneagles	..	222
The Dimbula Valley Tea Company, Limited	Lippakelle	..	206
The Ceylon Estates Investment Association, Limited	Maeduff	..	221
The Ceylon Tea Plantation Company, Limited	Begally, Cymru, and Tangakelle	..	910
Sumtravale Estates Company, Ltd.	Maria	..	297
The Dimbula Valley Tea Company, Limited	Elgin	..	291
Do.	Kellyhill	..	158
The Vellekelle Tea Company	Ouvahkellie	..	593
Heirs of John M. Smith (J. K. Symonds)	Caledonia	..	255
H. F. W. & R. J. Farquharson	Agra	..	276
Mooloya Estates, Ltd. (Colombo Commercial Company, Ltd.)	Braemore	..	265

Proprietors or Agents.	Estates.	Acreage.
C. R. Paterson	Cranley	.. 455
R. C. Paterson	Cranley Upper	.. 357
N. & L. Bonaparte Wyse	Holbrook	.. 188
Balmoral Ceylon Estates Company, Limited	Galatea	.. 189
The Agra Tea Company of Ceylon, Limited	Ardlaw	.. 209
Heirs of J. M. Smith (J. K. Symonds)	Albion	.. 275
A. G. Seton & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	St. Margaret's	.. 197
Balmoral Ceylon Estates Company, Limited	Balmoral	.. 199
Alliance Tea Company, Limited (Whittall & Co.)	Clydesdale	.. 227
The Agra Tea Company of Ceylon, Limited	Thornfield	.. 293
R. S. & G. J. Pieris	Wishford	.. 158
A. R. Ashton	Agra Elbedde	.. 276
G. L. Gwatkin	Iona	.. 112
Do.	Torrington	.. 283
Alex. Stevenson	Helbeck	.. 109
P. B. Seton (A. Hamilton Harding, Agent and Resident Manager)	Lot 110,382, Mossend	.. 125
A. G. & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	New Preston	.. 167½
Ceylon Tea Plantation Company, Limited	Lot 110,383, Preston No. 2	.. 250
Portmore Tea Estates Company, Limited	Glenlyon, Stair, & Pelmont	.. 683
Agra Ouvah Estates Co.	Aldourie	.. 269
Do.	Agra Uva	.. 331
Charles Strachan & Co.	Fankerton	.. 193
Do.	Hauteville	.. 320
John Stewart (F. G. Smith)	St. George	.. 263
Charles Strachan & Co.	Sutton	.. 277
R. W. Wickham	Woodlake	.. 163
Charles Strachan & Co.	Holmwood	.. 391
Glasgow Estate Company, Ltd. (Whittall & Co.)	Freshwater	.. 251
Ceylon Tea Plantation Co., Ltd.	Glasgow	.. 472
Glasgow Estate Company, Ltd. (Whittall & Co.)	Waverly	.. 157
Portmore Tea Estate Co., Ltd.	Nithsdale	.. 242
C. B. Lutyens & G. H. D. Elphinstone	Portmore	.. 306
Ceylon Tea Plantations Co., Ltd.	Mornington	.. 404
Heirs of T. Mackie & P. Moir (M. B. Bartlett, Agent)	Ardalie	.. 209
New Dimbula Company, Limited	Lot 112,364 Powsy's land	.. 165
J. M. Sayers	Diyagama	.. 3,125
Balmoral Estates Company, Ltd.	Nutbourne	.. 165
Do.	Lot 112,363, Sandringham	.. 302
Do.	Lot 112,365, Yaravale	.. 240

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

J. P. LEWIS,
Provincial Road Committees Office, Chairman.
Kandy, April 9, 1907.

Vellaloya-Shannon Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the Vellaloya-Shannon road will be held on Wednesday, May 8, 1907, at 2.30 p.m., at Vellai-oya Factory, for the purpose of electing a Local Committee to perform the duties imposed upon the said Committee by the Ordinance.

Notice is also given that the Local Committee will, as soon as elected, in terms of section 18 of the Ordinance, after receiving objections, if any, and taking evidence, if necessary, determine and make report to the Provincial Committee on—

- (1) The sections into which the road is to be divided for upkeep assessments.

- (2) The estates which, in their opinion, are interested in and will use each section of the road or of any part thereof.
 (3) The acreage or reputed acreage of the land belonging to each estate.
 (4) The names of the proprietors, resident managers, or superintendents, and of the agents.

NOTE.—The General Meeting for the election of the Local Committee 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.

Provincial Road Committee's Office,
 Kandy, April 17, 1907.

THE under-mentioned goods having been left in the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded they will be sold by public auction on Monday, May 13, 1907, at 12 noon.

No.	Date.	Vessel.	Whence.	Marks.	Quantity and Description.
	1906.				
204	October 31	ss. Purley	.. Karachi ..	Nil.	1 bag grainsweeping, 3 qr. 12 lb.
308	November 15	ss. McIntosh	... Calcutta ...	637 in a diamond	1 bundle barbed wire
374	November 23	ss. Syria	... Calcutta ..	B & C	1 case tea chests
366	November 24	ss. Nadir	... Calcutta ...	Nil.	12 bags rice, 8 cwt.
402	November 26	ss. Shropshire	... Rangoon ..	Nil	1 bag rice, 1 cwt. 1 qr.
—	December 8	ss. Stotzenfels	... Hamburg ...	G V 328 in a triangle	71 barrels cement
513	December 10	ss. Manora	... Calcutta ..	W C, W C, in double triangle	1 tin turpentine
—	December 28	ss. Korona	... New York ...	E/C, B/C in a double square	2 packages roofing felt
11	January 3	ss. Formosa	... China ...	E P C upon C C C upon L in a triangle	1 barrel disinfectant 1 barrel cement
24	January 5	ss. Avoca	... Calcutta ..		
40	January 6	ss. Silesia	... Trieste ...	C W Bovy Lynburg	1 case containing one clock
40	January 6	ss. Silesia	... Trieste ..	A T	1 case merchandise, trade samples, &c.

H. M. Customs,
 Colombo, April 16, 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 Cinchona.	Branch Cinchona.	Cinchona Chips.	Cocoanuts.	Copra.	Coconut Oil.	Coconut Pomace.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Pinnabago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapan-wood.	Orchilla.	Krui Fibre.	Deer Horns.	
			ewt.	ewt.	lb.	wt.	lb.	q.	..	No.	ewt.	ewt.	ewt.	lb.	oz.	oz.	lb.	ewt.	ewt.	ewt.	ewt.	ewt.	ewt.	ewt.	lb.	ewt.	ewt.	ewt.
COLOMBO.	1907	Australia			349786		6355							5000			6288		998				302					
ss. Omrah	8-4	London			390253				24150					5000*					11							80		
ss. Nubia	11-4	Yokohama			724739	201								45637		24864	2017		1977				583					
ss. Prinz Ludwig	11-4	Hamburg			107063	1811					800																	
ss. Selesia	11-4	China	10		16206																							
ss. Delta	11-4	London			43639																							
ss. Syria	11-4	Valdivostock			107516																							
ss. Nizam Novgorod	11-4	Odessa			790948																							
ss. Voronej	11-4	London			165849																							
ss. Orontes	11-4	Trieste			215718	150					2000			2500†									235					
ss. Austria	11-4	Marseilles			200	51																						
ss. Gange	11-4	China			2700																							
ss. Merionetshire	11-4	Yokohama			14775	100																						
ss. Prinz Regent	11-4	Australia			46242																							
ss. Luitpold	12-4	Cape Ports			287553					5000																		
ss. Oroya	12-4	Valdivostock			60017																							
ss. Opland	12-4	China			910493																							
ss. Kosroma	12-4	Bombay			18014																							
ss. Arcadia	12-4	China			4384																							
ss. Devanha	12-4	China			45400	184																						
ss. Polynesen	12-4	Hamburg			6614																							
ss. Preussen	12-4	London			70461																							
ss. Jelunga	12-4	London																										
GALLE.																												
ss. Chan Menzies	11-4	London			1440					25260		1762		1200						2521			3121					
ss. Nowshera	11-4	Calcutta																										
ss. Nawab	12-4	Calcutta									10	73										57						

* And Chips 126,666 lb. † And Chips 22,400 lb. ‡ And Chips 11,200 lb.

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

TO COLOMBO :-

From Tuticorin	...	Bags 16,702
Calcutta	...	" 37,980
Amapatam	...	" 2,071
Cocoonada	...	" 23,774
Bombay	...	" 100
Mutupet	...	" 2,304
Total	...	Bags 82,931

TO GALLE :-

From Calcutta	...	Bags NIL
Southern India	...	" 15,021
Total	...	Bags 15,021

H. M. Customs,
Colombo, April 16, 1907.

W. E. THORPE,
for Principal Collector.

TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Thompson, Fraser, Ramsay, Proprietary, Limited, of Bourke street, Melbourne, in Victoria, who claim to be the proprietors of the following Trade Mark, have applied for its registration in their name in respect of Tea in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office,
Colombo, April 12, 1907.

N. W. MORGAPPAH,
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Spencer and Company, Limited, of Madras, who claim to be the proprietors of the following Trade Mark, have applied for its registration in their name in respect of Cigars in Class 45 in the Classification of Goods in the above-mentioned Regulations:—

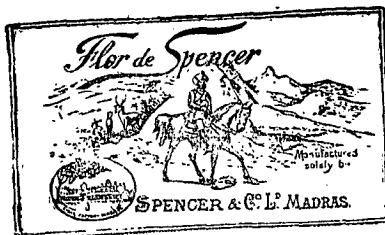


The essential particulars of the Trade Mark are the distinctive label, the device, and the word "Catamaram," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, April 12, 1907.

N. W. MORGAPPAH,
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Spencer and Company, Limited, of Madras, who claim to be the proprietors of the following Trade Mark, have applied for its registration in their name in respect of Cigars in Class 45 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive label, the device, and the words "Flor de Spencer," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, April 12, 1907.

N. W. MORGAPPAH,
for Registrar-General.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

IN accordance with the provisions of by-law 22, schedule B. of the by-laws published in the *Ceylon Government Gazette* of January 30, 1903, framed under section 19 of Ordinance No. 9 of 1901, I hereby notify that the speed of tram cars and motor carriages used on tram lines be limited to five miles an hour in the following additional localities from and after this date:—

- (a) Maradana road, between its junction with Symond's road and its junction with Pischaud's lane.
- (b) Front street, opposite the Pottah Railway Station from the Government Factory to its junction with 2nd Cross street.

(c) Main street, from its junction with 2nd Cross street to its junction with Dam street.

(d) Messenger street, from the junction with Kuruwe street to the junction with Quarry road.

(e) Grandpass road, from its junction with Chapol lane to St. Joseph's church in St. Joseph's street.

E. M. DE C. SHORT,
Chairman.

The Municipal Office,
Colombo, April 19, 1907.

MUNICIPALITY OF KANDY.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on February 23, 1907, at 8.30 a.m., in accordance with notice dated February 19, 1907.

Present:—The Hon. Mr. J. P. Lewis, Chairman; E. Beven, Esq.; W. D. Gibbon, Esq.; H. F. Tomalin, Esq.; C. A. Hamy, Esq.; E. L. Wijegoonewardene, Esq.; S. A. Owen, Esq.

1. The Minutes of Proceedings of the Meeting held on the 26th day of January having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted:—(a) Statements of Receipts and Expenditure from close of 1906 to January 31, 1907, on account of the Municipal Fund, comprising the (No. 1) General Revenue, (No. 2) Consolidated Rate (Police and Lighting), and (No. 3) Water Rate Accounts.

(b) Progress Report of Works brought up to the same date.

(c) Health Officer's Report for January.

(d) Statement of Cases instituted by the several Inspectors, and of work done by the Municipal Magistrate during the month of January.

(e) The reservoir readings for January.

Resolved—That the several Statements, together with the Minutes of Proceedings of this Meeting, as required by section 90 of the Municipal Councils' Ordinances, No. 7 of 1887, and the Health Officer's Report, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table:—Reports by the several Inspectors on laundries, standpipes, and house service taps inspected during January.

4. (a) Letter of 11th February from the Managing Director, Kandy Hotels Company, re alterations to the Queen's Hotel.

The Chairman mentioned that the matter had been referred to the Provincial Road Committee because it involved the question of the alterations in Trincomalee street. He further stated that Mr. Tomalin thought that the corner opposite the Hotel should be widened and the Refuge placed in the centre of Trincomalee street. He said the Hotels Company had accepted that condition, but the plan did not show the main entrance to the Hotel, which he understood was to be near the Esplanade and would prove more inconvenient than the present one. At the proposed entrance there would be a worse block than was the case now. He thought that the Council should insist on the new entrance being in Trincomalee street, and that the road opposite it should be widened by the Company.

Mr. Beven too agreed that the entrance should be in Trincomalee street.

The Chairman proposed that the alterations be approved subject to the following conditions:—

- (1) Main entrance to be in Trincomalee street and not in Ward street.
- (2) Road opposite to it, viz., Trincomalee street, to be widened according to plan approved by the Provincial Engineer, and that, if these conditions were agreed to, the rent should be reduced to Rs. 80 per annum.

Mr. Beven seconded.—Carried.

(b) Letter No. 332 of 12th February, from the General Manager, Ceylon Government Railway, re Kandy Railway Station improvements.

Mr. Gibbon proposed that this Council regrets that the General Manager of the Ceylon Government Railway has been so late in providing the Council with a detailed plan of improving in some measure the Kandy Railway Station. Even this small improvement can only be in time for the Supply Bill of 1908. The Council considers that even this small improvement leaves the Kandy Station inadequate for the requirements of the community and the numerous visitors to Kandy in the tourist season.

Mr. Beven seconded.—Carried.

Mr. Tomalin said that the Council might reasonably ask the General Manager to get the vote for the extension of the Matale platform in the Supplementary Supply Bill to have the work pushed through. The Government, he thought, was not likely to refuse such a moderate request.

(c) Letter of 14th February from the Vicar, St. Paul's Church, placing the Council in possession of the land adjoining Malabar street.

The Chairman suggested that the trustees be asked to reduce the rent to Rs. 3 a month.

Mr. Tomalin moved,—That Government be asked to acquire the portion of land above Malabar street belonging to the trustees of St. Paul's Church, Kandy, adjacent to the Udawattekele jungle, for the purpose of conserving the jungle thereon and beautifying the town.

Mr. Gibbon seconded.—Carried.

5. To consider question of decorations in honour of the visit of Their Royal Highnesses the Duke and Duchess of Connaught.

The Chairman said that as the majority of the Members suggested only about Rs. 100 for the decorations it was better to have no decorations at all rather than make a poor display. The Headmon had been asked to undertake the decorations, so the Council was relieved of this duty. The reason why he had asked for as much as Rs. 500 for this purpose was partly to buy new bunting, a supply of which the Council was badly in want of. As regards the casket, arrangements had already been made, as there was no time to be lost, to have it made for about Rs. 150 to Rs. 200 by the Kandyan Art Works Association. In regard to the address nothing had been decided yet. Rs. 100, he thought, ought to be sufficient. Mr. Gibbon had kindly drafted the address, and he (the speaker) thought it should, with a few verbal alterations, be adopted.

Mr. Beven said that he had objected to any expenditure on account of decorations because as a rule decorations on occasions of this kind were put up by the Kandyan Chiefs. There was no reason why the Council should spend any money when there was no call on the Council to do so. He approved of casket and address. If they cost even more than the sum (Rs. 250) voted, it ought not to matter, as the casket should be made as beautiful as possible. As regards the bunting which the Chairman thought we should have a supply of, Mr. Beven suggested that there should be a vote for it in next year's Budget.

Mr. Wijegoonewardene proposed that the Chairman be empowered to spend a sum not exceeding Rs. 400 for casket, address, and such other expenses as may arise in connection with the visit.

Mr. Owen seconded.—Carried.

It was also agreed to adopt the address as drafted by Mr. Gibbon with a few verbal alterations.

6. Recommendation by the Health Officer,—That the cesspit privies on premises No. 4, Halloluwa road, and Nos. 110 and 111, Malabar street, be emptied, disinfected, and closed, and dry-earth closets substituted therefor.

Resolved that special authority be granted to the Chairman, in accordance with section 209 of Ordinance No. 7 of 1887, as amended by section 33 of Ordinance No. 1 of 1896, to require the owners of the said premises to empty, disinfect, and close the cesspits on the said premises, and to substitute dry-earth closets therefor.

7. Pursuant to notice, Mr. Beven moved.—That the Council advise Government that the ceremony of unveiling the War Memorial by His Royal Highness the Duke of Connaught will take place at Kandy on March 19, and that Government be approached with regard to the provision of funds to provide accommodation for the public.

Mr. Gibbon seconded.—Carried.

Confirmed this 23rd day of March, 1907:

J. P. LEWIS,
Chairman.

Statement of Receipts and Disbursements to January 31, 1907.

No. 1.—GENERAL ACCOUNT.

	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
REVENUE.							
Balance from 1906	—		5,446	31	Arrears	5	50
Arrears	1,000	0	—	—	Cemetery account—wages, &c.	80	72
Cemetery account—fees and graves	1,000	0	30	0	Commutation rate—commission and sundries	10	0
Commutation rate	11,400	0	2	0	Government loans—repayment	—	—
Interest	100	0	—	—	House of shelter—wages, &c.	—	—
Judicial account—fines	3,000	0	149	25	Interest to Government and bank	—	—
Lake silt—Government contribution	3,000	0	—	—	Judicial account—establishment and printing	157	3
Licenses	16,667	0	1,612	25	Lake silt—clearing of	—	—
Miscellaneous receipts	250	0	115	50	Licenses—printing and advertising	—	—
Public market—rents	18,250	0	753	34	Legal expenses	—	—
Rents	1,810	0	76	50	Miscellaneous charges	98	75
Registration of dogs	170	0	17	93	Office charges—establishment and sundries	458	8
Stamp duties	13,340	0	—	—	Pensions	270	51
Scavenging—bucket fees	11,750	0	214	68	Public market—establishment, lighting, &c.	107	10
Slaughter-houses—fees	6,050	0	619	37	Rents—expenses on account cattle shed and Town Hall	4	77
Taxes on bullocks	375	0	33	0	Registration of dogs—seizing and feeding	—	—
Taxes on vehicles and animals	800	0	7	50	Stamp duties—branding carts, &c.	—	—
Tolls	26,380	0	395	36	Sanitation—establishment and sundries	471	33
Public works—Government contribution, &c.	1,675	0	25	0	Scavenging	131	0
Sundry receipts	—		1,462	24	Slaughter-house—establishment, grass, &c.	67	0
					Taxes—expenses on account vehicles and animals	—	—
					Time charges—wages, powder, &c.	22	50
					Toll charges—repairs of boats and approaches	12	0
					Public works	98	33
					Sundry disbursements	374	30
					Balance carried forward	8,591	31
Total	117,017	0	10,960	23	Total	10,960	23

No. 2.—CONSOLIDATED RATE (POLICE AND LIGHTING).

	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
REVENUE.							
Balance from 1906	—		1,177	27	Arrears—commission, &c.	—	—
Arrears	8,600	0	1,112	26	Assessment tax charges	396	79
Assessment tax, 1907	24,500	0	181	44	Maintenance of police	—	—
Sundry receipts	—		22	77	Street lighting	80	67
					Street names and house numbers	—	—
					Sundry disbursements	—	—
					Balance carried forward	2,016	28
Total	33,100	0	2,493	74	Total	2,493	74

No. 3.—WATER RATE ACCOUNT.

	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
REVENUE.							
Balance from 1906	—		7,340	58	Arrears—commission, &c.	—	—
Arrears	3,400	0	484	88	Water rate charges	396	79
Water rate, 1907	19,200	0	146	0	Fairieland and Roseneath	1,000	0
Fairieland and Roseneath	15,118	0	—	—	Interest and sinking funds	—	—
Water service account	4,200	0	168	98	Waterworks maintenance	—	—
Sundry receipts	1,625	0	130	0	Water service account	20	0
Do.	—		8	32	Sundry disbursements	—	—
					Balance carried forward	6,861	97
Total	43,543	0	8,278	76	Total	8,278	76

Progress Report of Works done brought up to January 31, 1907.

Est. No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure up to Jan. 31, 1907.		Total Expenditure.		Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements ..	2,635	50	275	44a	275	44	2,360	6
2	Town streets ..	7,000	0	487	97b	487	97	6,512	3
3	Alutgantota and Lady Anderson's roads ..	966	0	209	56c	209	56	756	44
4	Udawattekele roads and paths ..	2,200	0	33	62d	33	62	2,166	38
5	Halloluwa, Bahirawakanda, and Huduhumpola roads ..	1,900	0	74	27e	74	27	1,825	73
6	Municipal buildings ..	2,000	0	71	80f	71	80	1,928	20
7	Watering streets ..	600	0	66	81g	66	81	533	19
8	Market buildings and premises ..	1,800	0	29	80h	29	80	1,770	20
9	Ornamental plants ..	250	0	37	30i	39	30	210	70
10	Tools ..	600	0	73	84j	73	84	526	16
11	Maintenance of bathing tank ..	200	0	—	—	—	—	200	0
12	Recreation ground and Esplanade ..	1,000	0	55	96k	55	96	944	4
13	Sundry minor works ..	400	0	1	30l	1	30	393	70
14	Repairs of cemetery-keeper's house ..	70	0	14	52m	14	52	55	48
15	Wace park ..	556	0	23	92n	23	92	532	8
16	Recreation ground improvements ..	2,930	0	263	21o	263	21	2,666	79
17	Carriage stand repairs ..	200	0	—	—	—	—	200	0
18	Barrel drains ..	2,000	0	729	3p	729	3	1,270	97
19	Colombo street paving ..	387	0	—	—	—	—	387	0
20	Public seats, maintenance ..	175	0	1	61q	1	61	173	39
21	Clearing silt, Meda-ola ..	250	0	—	—	—	—	250	0
22	Ventilating shaft ..	235	0	—	—	—	—	235	0
23	Cement concrete side drains, Lady Horton's ..	250	0	131	13r	131	13	118	87
24	Drain at railway approach road ..	250	0	141	52s	141	52	103	48
25	Extension of Lewelle road ..	2,015	0	—	—	—	—	2,015	0
26	Opening path to Lady Horton's road ..	600	0	—	—	—	—	600	0
A	Vegetation ..	600	0	49	16	49	16	550	84
B	Clearing silt from side drains ..	500	0	43	84	43	84	456	16
C	Opening pits and covering in ..	2,880	0	257	7t	257	7	2,622	93
D	Upkeep of ferry approaches ..	260	0	23	70u	23	70	236	30
E	New double canoe for Ilukmodara ferry ..	600	0	0	70v	0	70	599	30
E1	Repairs to ferry boat approaches ..	580	0	—	—	—	—	580	0
F	Repairs to ferry boats ..	1,675	0	119	16w	119	16	1,555	84
G	House of shelter ..	275	0	12	40x	12	40	262	60
H	Waterworks maintenance ..	5,383	0	382	20y	382	20	5,000	80
I	Upkeep of fountains ..	146	0	—	—	—	—	146	0
	Lake silt clearing ..	3,000	0	21	39	21	39	2,973	61
	Scavenging night-soil ..	22,156	59	1,766	10	1,766	10	20,390	40
	Scavenging streets ..	12,609	77	956	45	956	45	11,653	32

(a) 1,760 yards barrel drain cleared of silt, Rs. 123.92; 23 manhole covers repaired and 22 new ones made, Rs. 136.27; cleared gratings, Rs. 9.25; superintendence, Rs. 6.

(b) 3½ miles jungle cleared and side drains deepened and sides reduced, Rs. 116.76; 26½ cubes metal transported, spread, and consolidated, Rs. 178.09; 17 cubes metal spread and consolidated, Rs. 90.89; 440 yards road lowered, Rs. 33.12; superintendence, Rs. 6; filling road, &c., Rs. 21.27; repairing tools, Rs. 41.84.

(c) 6½ miles jungle cleared and side drains deepened, Rs. 205.56, and sides reduced; superintendence, Rs. 4.

(d) 1 mile jungle cleared and side drains deepened, Rs. 25.78; cleared landslips, Rs. 2.84; superintendence, Rs. 5.

(e) 2½ miles jungle cleared and side drains deepened, Rs. 62.27; cleared landslips, Rs. 2.85; metal consolidated, Rs. 4.15; superintendence, Rs. 5.

(f) 13 squares whitewashing slaughter-house and exposing shed, Rs. 3.20; 17 squares whitewashing public latrines, Rs. 4.40; arranging store, Rs. 2.80; 24 squares whitewashing lines, Rs. 4.80; 2 cubes gravel spread, Rs. 1.15; transporting manure, Rs. 1.25; pay of store and line watcher, Rs. 54.20.

(g) 981 yards streets watered, Rs. 58.85; repairs to water-carts, Rs. 7.96.

(h) 19 squares whitewashing market building, Rs. 4.80; whitewashing privy, Rs. 3.56; repairing approach road, Rs. 11.79; repairing stalls, Rs. 4.65; sweeping and weeding grounds, Rs. 5.

(i) Attending to plants, pruning, watering, &c., Rs. 39.30.

(j) Value of tools, Rs. 73.84.

(k) Cutting grass and weeding, Rs. 48.38; repairs to Pavilion, Rs. 7.57.

(l) Repairs to wooden railings, Rs. 1.30.

(m) Painting cemetery-keeper's bungalow.

(n) Clearing and weeding ground and attending to plants, Rs. 21.92; superintendence, Rs. 2.

(o) Value of blasting materials, Rs. 103.06, and 50 sleepers, Rs. 150; cutting bamboos, &c., Rs. 9.75.

(p) 160 feet of barrel drain built, cement concrete invert, and double brick arch, Rs. 643.03; breaking old brick drain, Rs. 86.

(q) Repairs to public seats, Rs. 1.61.

(r) 88 feet of cement concrete side drain built, Rs. 125.13; 6 cubes filling in sides, Rs. 6.

(s) 126 feet of cement concrete side drain built, Rs. 135.30; 2½ cubes earth excavated, Rs. 2.22; superintendence, Rs. 4.

(t) 106 cubes earthwork in opening pits, Rs. 92.15; 106 cubes earthwork in covering pits, Rs. 60.56; 14 cubes stone broken, Rs. 99.36; superintendence, Rs. 5.

- (u) Metalled Illukmodara ferry approach, Rs. 23·70.
 (v) Value of materials, 70 cents.
 (w) Hauling Illukmodara and Gonawatta ferry boats, Rs. 89·13 ; value of materials, Rs. 30·03.
 (x) Wages of caretaker, Rs. 12·40.
 (y) Pay of watchers, Rs. 68·82; upkeep of standpost, Rs. 98·04; pay of gatekeeper, Rs. 19·22; clearing jungle, waterworks, Rs. 97·31 ; supplying grass to slaughter-house, Rs. 50·21; concreting standpost, Rs. 41·25 ; clearing upper tank, Rs. 2·35 ; superintendence, Rs. 5.

March 27, 1907.

G. FRED. BUULTJENS.

Health Officer's Report, for January 1907.

Scavenging.—The scavenging of the town was satisfactorily carried out during the month.

Drains.—The drains have been kept as clean as possible and regularly flushed.

Water supply.—Good. *Vide* my analysis of December, 1906.

Alleys.—The alleys of Kandy remain in much the same condition (as far as construction) as they have done for years. They have been kept as clean as such ill-constructed and ill-ventilated buildings can be.

Laundries.—Generally well kept.

Dairies.—Well kept.

Bakeries.—All fairly well kept.

Market.—Clean and well kept.

Cattle passed this month.—Cattle 527 ; buffaloes, 105 ; sheep, 165 ; goats, 255.

Slaughter-houses and Exposing Sheds.—Well kept.

Night Soil Depot.—Well kept.

Cooly Lines.—All fairly well kept.

Boutiques.—Generally well kept.

Latrines.—Generally well kept; the difficulty still is to make the coolies use sufficient dry-earth.

General Health.—Good. Two cases of chickenpox and four cases of enteric fever were reported during the month; all the houses were thoroughly disinfected and every precaution taken to prevent any further spread of the disease. *Vide* Infectious Disease Book

ANDERSON SMITH,
Health Officer.

Kandy, February 7, 1907.