



# 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.

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

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

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### 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,

A. M. ASHMORE,  
Colonial Secretary's Office, Colonial Secretary.  
Colombo, February 12, 1906.

#### CEYLON.

*West Coast—Northern Approaches to Colombo Harbour.*

Notice is hereby given that a buoy, painted red, has been moored in a depth of 6½ fathoms in a position situated at a distance of 5 cables, S. 7° E., from the southernmost rocky head (No. 5) of Onagalla.

From the buoy, the red light on the S. W. arm of Colombo Breakwater bears S. 14° E., distant 2.0 miles.

Approximate position of the buoy, lat. 6° 59' 05" N., long. 79° 50' 10" E.

Variation in 1906, 1° westerly.

Since issuing the Notice to Mariners of February 16 concerning Onagalla the least depth on rocky head (No. 2), which is the shoalest spot yet discovered has been ascertained to be 21 feet.

This notice affects the following Admiralty Charts:—No. 686, Peik strait and Mannar Gulf, Sheet 2; No.

813, Ceylon, South Coast; also Bay of Bangle Pilot, third Edition, 1901, page 72.

JOHN A. LEGGE,  
Master Attendant's Office, Master Attendant  
Colombo, February 24, 1906.

BENGAL.—No. 47.

*China sea—Gaspar strait—Pare Joie reef—Reported position.*

With reference to Notice to Mariners No. 323, dated August 26, 1905, issued by this office, the British Admiralty has given further notice (No. 1,365 of 1905) that a repeated and careful search has been made for the Pare Joie reef in the position reported by the American ss. Mississippi in May, 1905, without any trace of its existence being found.

It is consequently considered that the Mississippi must have been deceived by the appearance of the water, but as a reef does doubtless exist in this vicinity on which the ship Pare Joie remained aground for 24 hours, it is probable that the position given by that vessel is the most reliable.

Pare Joie reef has, therefore, been transferred on the Chart from the position given by the Mississippi to the situation originally assigned to it by the Pare Joie, viz., to a position from which Gaspar island summit bears S. ½ E., distant 5½ miles. It has been marked P. D.

Approximate position: lat.  $2^{\circ} 19\frac{1}{2}'$  S., long.  $107^{\circ} 4\frac{1}{2}'$  E.

Variation,  $2^{\circ}$  easterly in 1905.

This notice affects the following Admiralty Charts:—Eastern Archipelago, No. 941a; Barka and Gaspar straits, No. 2,149; Gaspar strait, No. 2,137; also China Sea Directory, vol. I., 1896, page 461.

E. J. BEAUMONT, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, January 24, 1906.

BENGAL.—No. 48.

*Eastern Archipelago—Borneo, east coast—Muara Batagau—Buoy established.*

The British Admiralty has given notice (No. 1,388 of 1905) that a black conical buoy surmounted by a ball has been moored in a depth of 7 fathoms in the entrance to Muara Batagau, in a position from which the southern extremity of Tarakan bears N.  $79^{\circ}$  W., distant  $14\frac{1}{2}$  miles, and the eastern extremity of Bunju N.  $4^{\circ}$  W.

Approximate position: lat.  $3^{\circ} 11\frac{1}{2}'$  N., long  $117^{\circ} 52\frac{1}{2}'$  W.

Variation,  $2^{\circ}$  easterly in 1905.

This notice affects the following Admiralty Chart:—Strait of Makassar, No. 2,636; also Eastern Archipelago, Part II., 1904, page 341.

E. J. BEAUMONT, Comdr., R. I.M.,  
Port Officer of Calcutta.

Calcutta, January 24, 1906.

BENGAL.—No. 49.

*Australia, South—Gulf St. Vincent—Port Adelaide river—A black buoy placed.*

The President of the Marine Board, Port Adelaide, has given notice (No. 32 of 1905) that a black buoy has been placed to mark the edge of the North Bank, at a position near where the inner Green Light Beacon formerly stood. As this buoy will probably need to be moved slightly as the work of deepening the Outer Harbour progresses, it must be taken only as indicating the edge of the shoal, and vessels navigating that part of the channel should not approach it within 50 feet.

NOTE.—This affects Admiralty Chart 2,389b, 1,750, and 1,752.

E. J. BEAUMONT, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, January 24, 1906.

BENGAL.—No. 50.

*Australia, South—Gulf St. Vincent—Port Adelaide river—Semaphore Signal Station.*

The President of the Marine Board, Port Adelaide, has given notice (No. 33 of 1905) that, on and after the 1st January next, the method of signalling from the Semaphore Station the depth of water in the Port Adelaide River will be altered. Copies of the regulations, in which the new signals are described in detail, may be had upon application at these offices.

E. J. BEAUMONT, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, January 24, 1906.

BENGAL.—No. 51.

*Red Sea—Gulf of Suez—The Brothers—Alteration in Light.*

With reference to Notice to Mariners No. 299, dated July 29, 1905, issued by this office, the British Admiralty has given further notice (No. 22 of 1906) that the operations for changing the white fixed light on The Brothers to a white flashing light will be commenced, and that whilst the alteration is in progress two provisional white fixed lights will be shown from poles, 30 feet high, situated one on the north-western and the other on the south-eastern extremity of the island, the light power of each light being 1,000 candles in lieu of the present light.

Approximate position: lat.  $26^{\circ} 19'$  N., long.  $34^{\circ} 51'$  E.

Further notice will be given when necessary.

This notice affects the following Admiralty Chart:—Red sea, with plan of The Brothers, No. 8b; also List of Lights, 1905, Part V., No. 1,441; Part VI., No. 161; Red Sea, &c., Pilot, 1900, page 71; and Supplement, 1904, page 10.

E. J. BEAUMONT, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 3, 1906.

## UNOFFICIAL ANNOUNCEMENTS.

### MEMORANDUM OF ASSOCIATION OF THE PROCESTER ESTATE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE PROCESTER ESTATE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Dimbula.
3. The objects for which the Company is established are—

- (1) To purchase from the vendor, John Engles Henry Graham Clarke of Tempo Estate, Neboda, all that estate called and known as "Procester Estate," consisting of certain allotments of land situate at Gowinna in the Ganguboda Pattu, Pasdun Korale, Kalutara District, Western Province, and containing in extent one hundred and eighty-nine acres more or less, and comprised in Government preliminary plans Nos. 3,342 and 10,496, at or for the price or sum of Twenty thousand Rupees (Rs 20,000). The said consideration to be payable in cash or in shares of the Company, or partly in cash and partly in shares of the Company. Such shares to be fully paid up or partly paid up and to be issued to the vendor and (or) his nominee or nominees.
- (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon or elsewhere, and any right of way, water right, 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.
- (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 estates or property and assets of any kind of the Company, or any part thereof.
- (4) To plant, grow, and produce rubber, tea, coffee, cocoanuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or elsewhere.

- (5) To treat, cure, prepare, manipulate, submit to any process or 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; 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 the said Island of Ceylon or elsewhere all or any of the following businesses, 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 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 the Island of Ceylon and elsewhere, and generally to undertake the business of estate agents in the said Island 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 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, re-issue with or without guarantee, or otherwise deal with such shares or securities; and 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.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon or elsewhere.
- (17) 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.
- (18) 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.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (24) 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.
- (25) 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.
- (26) 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 property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) 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.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (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 may be 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 members is limited.

5. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into Two thousand Five hundred (2,500) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be 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.
J. E. H. GRAHAM-CLARKE, Tempo, Neboda ... ..	One
G. GRAHAM-CLARKE, Yoxford, Watagoda ... ..	One
ALEXANDER LINDSAY, Wattedodde, Watagoda ... ..	One
W. F. DEW, Ritnageria, Talawakele ... ..	One
GEO. BARNET, Lamiliere, Talawakele ... ..	One
F. J. DE SARAM, Colombo ... ..	One
GEORGE DE SARAM, Colombo ... ..	One

Witness to the signature of JOHN EAGLES HENRY GRAHAM-CLARKE at Tempo, this 6th day of February, 1906:

FELIX FOWLER of Tempo, Neboda, Planter.

Witness to the signatures of GERALD GRAHAM-CLARKE, ALEXANDER LINDSAY, and W. F. DEW at Watagoda, this 8th day of February, 1906:

WM. CLODSTOUN, Conductor, Wattedodde estate, Watagoda, February 8, 1906.

Witness to the signature of GEOFFREY BARNET at Lamiliere, this 8th day of February, 1906:  
A. FONSEKA of Lamiliere, Clerk.

Witness to the signature of FREDERICK JOHN DE SARAM and GEORGE DE SARAM at Colombo, this 12th day of February, 1906:

LESLIE W. F. DE SARAM,  
Proctor, Supreme Court, Colombo, Ceylon.

## ARTICLES OF ASSOCIATION OF THE FROCESTER ESTATE 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.
3. *None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.*

## INTERPRETATION.

4. *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 Frocester Estate 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.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and, notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, they shall do so as soon as, in the judgment of the Directors a sufficient number of shares shall have been subscribed or applied for.

6. *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.

7. *Nominal capital.*—The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into Two thousand Five hundred (2,500) shares of One hundred Rupees (Rs. 100) each.

8. *Arrangement on issue of shares.*—The Company may call up the balance capital whenever the Directors shall think fit, and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

9. *Payment of amount of shares by 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.

10. *Increase or reduction of capital.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

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

12. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

13. *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.

#### SHARES.

14. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

15. *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.

16. *Payment.*—Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

17. *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.

18. *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.

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

20. *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.

21. 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.

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

23. *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.

24. *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.

25. *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.

26. *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.

27. *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.

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

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

30. *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.

31. *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.

32. *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.

33. *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 declination shall be absolute.

34. *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 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *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.

36. *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.

37. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding further thirty days in any one year.

#### TRANSMISSION OF SHARES.

38. *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.

39. *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, 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.

40. *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 clause 39 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 net 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).

41. *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.

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

*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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *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.

44. *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.

45. *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.

*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 10 per cent. on the amount of the sums wherein default in payment had been made, but no share *bond fide* sold or re-allocated, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

46. *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 of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which 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.

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

49. *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 clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

51. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued 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 at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

52. *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 the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *Meeting 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 member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

#### CALLS.

54. *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.

*Calls, time 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.

*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.

55. *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 9 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 clause.

56. *Payments 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.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 One hundred thousand Rupees (Rs. 100,000). 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. 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. 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.

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

59. *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.

60. *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.

61. *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 the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *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.

63. *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.

64. *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.

65. *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.

66. *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.

67. *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.

68. *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.

69. *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.

70. *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.

71. *Chairman with consent may adjourn meeting.*—The Chairman, with the 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.

72. *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.

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

74. *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.

75. *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.

76. *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.

77. *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 shares. 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 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.

78. *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.

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

80. *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.

81. *Shareholder in arrear or not registered at least three months 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 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 three months 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.

82. *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 by the common seal of such corporation.

83. *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.

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

*The Frocester Estate 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 \_\_\_\_\_.

85. *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.

86. *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.

87. *Number of Directors.*—The number of Directors shall never be less than three nor more than five.

88. *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 Seven hundred and fifty Rupees (Rs. 750) 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.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be John Eagles Henry Graham Clarke of Tempo Estate, Neboda, Alexander Lindsay of Wattogodde Estate, Watagoda, Geoffrey Barnet of Lamihere Estate, Dimbula, and Gerald Graham Clarke of Yoxford Estate, Watagoda, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

90. *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 they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *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.

92. *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.

93. *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.

94. *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 clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth 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.

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

97. *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.

98. *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.

99. *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.

100. *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 a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before, his office shall become vacant.

101. *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.

*Exceptions.*—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

102. *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.

103. *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 respective duties, except such as happen from his respective 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 respective office or in relation thereto, unless the same happen through his own wilful act or default.

104. *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.

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

106. 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, artisans, labourers, and other servants, for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

108. The Directors shall have power to open 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 to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. 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.

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

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

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

- (1) 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 by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (4) 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.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (6) From time to time, to provide for the management of the affairs of the Company abroad in such manner as they think fit, and may establish any local boards or agencies for managing any of the affairs of the Company abroad, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company, for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration for and at any time to remove such Director or other person or Company, and to annul or vary any such delegation. They 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.

112. *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.

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

114. *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.

115. *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.

116. *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.

117. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

118. *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.

119. *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.

120. *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

121. *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 Committed Meeting at which the business minutes shall have been transacted, or by the person 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.

122. *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 of the said firm signing for and on behalf of the said firm as such Secretaries.

## ACCOUNTS.

123. *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.

124. *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.

125. *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.

126. *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.

127. *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.

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

128. *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 in proportion to the amount paid on their shares, but no dividend shall be payable except out of nett profits.

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

130. *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.

131. *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.

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

133. *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 howsoever.

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

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

142. *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.

143. *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.

144. *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 specially as he may think fit.

145. *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.

146. *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.

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

*Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending 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.

148. *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.

149. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address and in

proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a Post Office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

150. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

#### ARBITRATION.

151. *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.

152. *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.

153. *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 days and dates hereinafter written.

J. E. H. GRAHAM-CLARKE.

Witness to the above signature at Tempo, the 6th day of February, 1906 :  
FELIX FOWLER, Tempo, Neboda, Planter.

G. GRAHAM-CLARKE.  
ALEXANDER LINDSAY.  
W. F. DEW.

Witness to the signatures of GERALD GRAHAM-CLARKE, ALEXANDER LINDSAY, and W. F. DEW at Watagoda, this 8th day of February, 1906 :  
WM. CLOGSTOUN, Wattegodde estate, Watagoda.

GEOF. BARNET.

Witness to the signature of GEOFFREY BARNET at Lamiliere, this 8th day of February, 1906 :

A. FONSEKA, Lamiliere, Clerk.

F. J. DE SARAM.  
GEORGE DE SARAM.

Witness to the signatures of FREDERICK JOHN DE SARAM and GEORGE DE SARAM at Colombo, this 12th day of February, 1906 :

LESLIE W. F. DE SARAM,  
Proctor, Supreme Court, Colombo.

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

1. The name of the Company is "THE DURAMPITIYA RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (1) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon or elsewhere, and any right of way, water right, 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.
  - (2) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.
  - (3) To plant, grow, and produce rubber, tea, coffee, cocoanuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or elsewhere.

- (4) To treat, cure, prepare, manipulate, submit to any process or 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; 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.
- (5) To carry on in the said Island of Ceylon or elsewhere all or any of the following businesses, 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.
- (6) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any 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.
- (7) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (8) 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.
- (9) 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.
- (10) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, cocoanut 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.
- (11) To cultivate, manage, and superintend estates and properties in the Island of Ceylon and elsewhere, and generally to undertake the business of estate agents in the said Island 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.
- (12) 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.
- (13) 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.
- (14) 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, re-issue with or without guarantee, or otherwise deal with such shares or securities; and 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.
- (15) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon or 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) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.



- (19) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (20) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (21) 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.
- (22) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (23) 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.
- (24) 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.
- (25) 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 property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (26) 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.
- (27) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of the Company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (28) 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.
- (29) To do all such other things as may be 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 members is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into One hundred thousand (100,000) shares of Twenty Rupees (Rs. 20) each, with power to increase or reduce the capital. 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.
GEORGE J. JAMESON, Colombo ... ..	One
JAS. FORBES, Colombo ... ..	One
W. SHAKSPEARE, Colombo ... ..	One
ROBT. DAVIDSON, Colombo ... ..	One
W. E. DRURY, Colombo ... ..	One
W. SAUNDERS, Colombo ... ..	One
RICHARD, BARON WESTBURY (by his attorney F. H. YEATS, Acting Manager, Mercantile Bank of India, Limited), Hill street, London, W. ...	One

Witness to the above signatures at Colombo, this Twenty-eighth day of February, 1906 :

LESLIE W. F. DE SARAM,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE DURAMPITIYA 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.

3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

## INTERPRETATION.

4. *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 Durampitiya 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.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and, notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, they shall do so as soon as, in the judgment of the Directors a sufficient number of shares shall have been subscribed or applied for.

6. *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.

7. *Nominal capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into One hundred thousand (100,000) shares of Twenty Rupees (Rs. 20) each.

8. *Arrangement on issue of shares.*—The Company may call up the balance capital whenever the Directors shall think fit, and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

9. *Payment of amount of shares by 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.

10. *Increase or reduction of capital.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

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

12. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

13. *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.

#### SHARES.

14. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

15. *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.

16. *Payment.*—Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

17. *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.

18. *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.

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

20. *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.

21. 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.

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

23. *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.

24. *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.

25. *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 two rupees and fifty cents shall be payable for each such new certificate.

26. *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.

27. *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.

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

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

30. *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.

31. *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.

32. *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.

33. *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.

34. *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. 250, 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 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *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.

36. *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.

37. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding further ten days in any one year.

#### TRANSMISSION OF SHARES.

38. *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.

39. *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, 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. 250; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *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 clause 39 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).

41. *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.

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

*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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *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.

44. *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.

45. *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.

*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 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bonâ fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

46. *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 of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which 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.

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

49. *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 clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

51. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued 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 at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

52. *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 the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *Meeting 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 member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

#### CALLS.

54. *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.

*Calls, time 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.

*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.

55. *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 9 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 clause.

56. *Payments 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.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 Three hundred thousand Rupees (Rs. 300,000). 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. 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. 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.

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

59. *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.

60. *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.

61. *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 the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *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.

63. *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.

64. *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.

65. *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.

66. *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.

67. *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.

68. *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.

69. *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.

70. *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.

71. *Chairman with consent may adjourn meeting.*—The Chairman, with the 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.

72. *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.

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

74. *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.

75. *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.

76. *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.

77. *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 five. He shall have an additional vote for every ten shares held by him beyond the first five 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.

78. *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.

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

80. *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.

81. *Shareholder in arrear or not registered at least three months 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 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 three months 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.

82. *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 by the common seal of such corporation.

83. *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.

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

*The Durampitiya 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 \_\_\_\_\_.

85. *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.

86. *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.

87. *Number of Directors.*—The number of Directors shall never be less than three nor more than six.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Five thousand Rupees (Rs. 5,000), 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 Five thousand Rupees (Rs. 5,000), 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.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Hon. Mr. John Norman Campbell of Nuwara Eliya, James Patrick Anderson of Glassel, Dehiowita, William Forsythe of Sunnycroft, Ruunwella, Joseph Fraser of Pitakande, Matale, Walter Shakspeare of Colombo, and William S. T. Saunders of Colombo, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

90. *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 they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *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.

92. *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.

93. *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.

94. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year two of the Directors for the time being shall retire from office as provided in clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth 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.

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

97. *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.

98. *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.

99. *If election not made, retiring Directors to continue until next meeting.*—If at any meeting at which an election of Directors ought to take place the place of the retiring Directors is not filled up, the retiring Directors may continue in office until the First Ordinary Meeting in the next year, and so on from meeting to meeting until their place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

100. *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 a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before, his office shall become vacant.

101. *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.

*Exceptions.*—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

102. *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.

103. *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 respective duties, except such as happen from his respective 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 respective office or in relation thereto, unless the same happen through his own wilful act or default.

104. *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.

105. *Powers of Directors.*—The business of the Company shall be managed by the Directors either by themselves or through the Managing Director, or by an agent or agents, secretary or secretaries of the Company, in such manner as the Directors shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of estates and lands, and the opening, clearing, planting, cultivation, inspection, and supervision thereof, and otherwise in or about the working and business of the Company.

106. The Directors 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, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or express power.

107. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price, and for such consideration, and generally with such titles on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, officers, visiting agents, inspectors, clerks, and servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, officers, visiting agents, inspectors, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

109. The Directors shall also have power to appoint an agent or secretary or agents or secretaries, and to enter into agreements in connection therewith; also to appoint a proctor or proctors, attorney or attorneys, and whatever other officers they may consider necessary to assist in carrying on the business of the Company, and from time to time to revoke such appointments. They shall from time to time determine as they shall see fit the duties of the agent or secretary or agents or secretaries and of the Managing Director and other officers; and may delegate to him or them 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 they shall have power to fix the remuneration of such agent or secretary or agents or secretaries and Managing Director and other officers. They 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 the conditions under which they may be so used; and such limitations and conditions shall be an essential part of the powers so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers. The Directors shall also have the power to bring or defend any action, suit, prosecution, or other legal proceedings in the name of the Company.

110. 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 individual or individuals, or for the sale or disposal of the business, property, estate, and effects of the Company, or any part thereof, respectively, to any company or person, 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 thereupon be dissolved.

111. 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.

## PROCEEDINGS OF DIRECTORS.

112. *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, three Directors shall be a quorum.

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

114. *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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

116. *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.

117. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

118. *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.

119. *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.

120. *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.

121. *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 person 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.

122. *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 of the said firm signing for and on behalf of the said firm as such Secretaries.

#### ACCOUNTS.

123. *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.

124. *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.

125. *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.

126. *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.

127. *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.

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

128. *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 in proportion to the amount paid on their shares, but no dividend shall be payable except out of nett profits.

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

130. *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.

131. *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.

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

133. *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 howsoever.

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

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

142. *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.

143. *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.

144. *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 specially as he may think fit.

145. *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.

146. *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.

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

*Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending 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.

148. *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.

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

150. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

#### ARBITRATION.

151. *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.

152. *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.

153. *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 Colombo, this Twenty-eighth day of February, 1906.

GEORGE J. JAMESON.

JAS. FORBES.

W. SHAKSPEARE.

ROBT. DAVIDSON.

W. E. DRURY.

W. SAUNDERS.

RICHARD, BARON WESTBURY, by his attorney  
F. H. YEATS, Acting Manager, Mercantile  
Bank of India, Limited.

Witness to the above signatures at Colombo, this Twenty-eighth day of February, 1906 :

LESLIE W. F. DE SARAM,  
Proctor, Supreme Court, Colombo.

**North-Western Rubber Company, Limited.**

NOTICE is hereby given that the First General Meeting of this Company convened for Thursday, the 8th March, 1906, is postponed to Tuesday, the 20th March, 1906, at 12 o'clock noon.

The Transfer Books of the Company will be closed from the 12th March, 1906, to 20th March, 1906, both days inclusive, and not as previously stated.

By order of the Directors,

BOSANQUET & Co.,  
Agents and Secretaries.

Colombo, March 1, 1906.

**The Clyde Tea Estates Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of the above Company will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, 14th March, 1906, at 11 A.M.

*Business.*

1. To receive the report of the Directors and accounts for the year 1905.
2. To declare a dividend.
3. To elect a Director.
4. To elect an Auditor for 1906.
5. To transact such other business as may properly come before the meeting.

The Transfer Books of the Company will be closed from the 7th to 17th March, 1906, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co.,  
Agents and Secretaries.

Colombo February 26, 1906.

I, HUGH HAMILTON BARTHOLOMEUSZ of "Ladysmith," Havelock Town, Colombo, do hereby give notice that six weeks hence I shall apply to the Honourable the Chief Justice and the other Justices of the Supreme Court to be enrolled an Advocate of the said Court.

HUGH H. BARTHOLOMEUSZ.

Colombo, February 27, 1906.

I, K. VELUPPILLAI of Kalpitiya, Puttalam, do hereby notify my intention to apply, three months hence, to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in Tamil at Etalai, Akkarai pattu, in the District of Puttalam.

K. VELUPPILLAI.

Kalpitiya, December 20, 1905.

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

A. KANTAIYA.

Sarasalai,  
Jaffna, June 24, 1905.

I, ANTHONY VISVASAN FERNANDO, hereby give notice that the business of stevedores hitherto carried on by me in conjunction with Jerome Fernando under the name, style, and firm of A. J. Fernando & Co. was dissolved as from the 13th day of February, 1906.

I have started the business of stevedore in my own name as from the 13th day of February, 1906.

A. V. FERNANDO  
Stevedore.

Colombo, February 13, 1906.

## LOCAL BOARD NOTICES.

## Statement of all Moneys received and paid by the Local Board of Health and Improvement of the Town of Badulla for the Year 1905.

REVENUE.			EXPENDITURE.		
Amount.			Amount.		
	Rs.	c.		Rs.	c.
<i>Taxes.</i>			<i>Fines.</i>		
Assessment tax .. .. .	3,819	35	Fines on stray cattle .. .. .	229	50
Compensation in lieu of local rate on Government buildings and lands .. .. .	328	0	Police Court fines .. .. .	28	75
Water-rate .. .. .	1,660	59	<i>Rents.</i>		
Service water-rate .. .. .	168	76	Town hall .. .. .	155	0
Compensation in lieu of water-rate on Government buildings .. .. .	268	20	Market .. .. .	534	0
Commutation tax .. .. .	2,333	51	Grandstand and race-course .. .. .	200	0
Tax on vehicles .. .. .	63	0	Fruit trees .. .. .	48	0
Tax on horses and ponies .. .. .	24	50	Rent of petroleum depot ground .. .. .	120	0
Tax on bullocks .. .. .	29	63	Rent of botanical garden lodge .. .. .	134	84
Tax on dogs .. .. .	131	0	<i>Sundries.</i>		
<i>Licenses.</i>			Sale of dog collars .. .. .	3	33
Refund of stamp duty .. .. .	1,408	14	Sale of grazing tickets .. .. .	4	56
Opium license .. .. .	2,154	39	Refund of cost of conservancy of latrines .. .. .	270	0
Petroleum license .. .. .	59	50	Redemption of stray dogs .. .. .	3	75
Slaughter-house fees .. .. .	710	10	Miscellaneous receipts .. .. .	132	47
Grazing fees .. .. .	74	6	Cemetery fees .. .. .	82	50
Vegetable and fish licenses .. .. .	103	60	<i>Balance on January 1, 1905</i>		
				15,283	2
				63	11
				<b>Rs. 15,346</b>	<b>13</b>
<i>Establishment.</i>			<i>Law Expenses</i>		
Salaries of staff .. .. .	1,824	0	Cost of judicial stamps and proctor's fees .. .. .	14	85
Pay of cemetery coolies .. .. .	240	0	<i>Public Works.</i>		
<i>Office Contingencies.</i>			Cost and repair of tools .. .. .	150	40
Cost of stationery and printed forms .. .. .	125	51	Gravelling of roads .. .. .	251	45
Cost of printing and binding .. .. .	28	53	Trimming roads .. .. .	571	12
Advertisements .. .. .	9	0	Maintenance of drains .. .. .	67	23
Postage stamps .. .. .	1	50	Upkeep of esplanades .. .. .	452	10
Tom-tom hire .. .. .	4	12	Repairs to buildings .. .. .	342	45
<i>Revenue Services.</i>			Upkeep of waterworks .. .. .	438	19
Commission to commutation tax collector .. .. .	111	20	Other public works .. .. .	627	46
Commission to rate and tax collector .. .. .	208	37	Botanical gardens .. .. .	193	21
Commission to cattle seizers .. .. .	87	75	Lake .. .. .	32	16
Cart tin plates .. .. .	111	23	<i>Street Lighting.</i>		
Allowance to burial ground keeper .. .. .	10	0	Pay of lamp lighters .. .. .	299	49
<i>Police Charges.</i>			Cost of oil .. .. .	365	60
Cost of destroying dogs .. .. .	59	18	Other materials and repairs to lamps .. .. .	79	7
<i>Sanitary Charges.</i>			<i>Audit Charges.</i>		
Pay of latrine coolies .. .. .	960	0	Contribution towards cost of audit .. .. .	145	87
Pay of sweepers .. .. .	494	9	<i>Miscellaneous.</i>		
Scavenging cart hire .. .. .	1,035	82	Miscellaneous refunds .. .. .	9	25
Conservancy of drains and urinal .. .. .	338	21	Petty expenses .. .. .	31	5
Plague precautions .. .. .	93	82	Outstanding claims .. .. .	1,312	88
Temporary latrines at Vihare .. .. .	18	0	<i>Balance on December 31, 1905.</i>		
<i>Interest and Sinking Fund on Loans.</i>				13,482	57
Market loan .. .. .	542	31		1,863	56
Waterworks loans .. .. .	1,796	11		<b>Rs. 15,346</b>	<b>13</b>

I, L. W. Booth, do hereby swear that the above is to the best of my knowledge and belief a true and correct account of all moneys received and paid on account of the Local Board of Badulla during the year 1905, and that the balance is in the hands of the Government Agent of the Province of Uva.

Sworn to on February 13, 1906, before me:

M. STEVENSON,  
Justice of Peace.

L. W. BOOTH,  
Chairman and Treasurer.  
I certify that the above accounts are correct:  
P. PACKIR SAIBO, Member.

## Statement of Assets and Liabilities of the Local Board of Badulla for the Year 1905.

ASSETS.	Amount. Rs. c.	LIABILITIES.	Amount. Rs. c.
Balance on December 31, 1905 .. ..	1,863 56	Pay of coolies from December 16 to 31, 1905 .. ..	40 88
Assessment tax outstanding .. ..	971 0	Commission to cattle seizure for December, 1905 .. ..	9 0
Water-rate outstanding .. ..	441 0	Cost of stores .. ..	20 8
Refund of stamp duty .. ..	177 42	Cost of destroying dogs during December, 1905 .. ..	6 69
Slaughter-house fees for December 31, 1905 .. ..	1 60	Rent of land leased for a dog pound for 1905 .. ..	5 0
Market rent .. ..	11 0	Commission to rate and tax collector for 3rd quarter, 1905.. ..	84 41
Rent of botanical garden lodge for December, 1905 .. ..	20 0		166 6
Burial ground fees for December, 1905 ..	1 0	Balance .. ..	3,320 52
	Rs. 3,486 58		Rs. 3,486 58

I, L. W. Booth, do hereby swear that to the best of my knowledge and belief the above is a true and correct statement of the assets and liabilities of the Local Board of Badulla for the year 1905.

Sworn to on February 13, 1906, before me :

M. STEVENSON,  
Justice of Peace.

L. W. BOOTH,  
Chairman and Treasurer.

I certify that the above statement is correct:  
P. PAKIR SAIBO, Member.

## Estimate of Probable Revenue and Expenditure of the Local Board of Badulla for 1906.

REVENUE.					
	Amount. Rs. c.		Amount. Rs. c.		Amount. Rs. c.
<i>Taxes.</i>			<i>Fines.</i>		
Assessment tax .. ..	3,880 0	Fines on stray cattle .. ..	200 0		
Assessment tax on Government buildings, &c. .. ..	652 0	Police court fines .. ..	50 0		
Water-rate .. ..	1,630 0	<i>Rents.</i>			
Service water-rate .. ..	184 0	Town hall .. ..	140 0		
Water-rate on Government buildings ..	373 50	Market .. ..	530 0		
Service water-rate on Government buildings ..	195 0	Grand stand and racecourse .. ..	200 0		
Commutation tax .. ..	2,300 0	Fruit trees .. ..	40 0		
Tax on vehicles .. ..	60 0	Rent of petrolum depot ground .. ..	80 0		
Tax on horses and ponies .. ..	20 0	Rent of botanical garden lodge .. ..	240 0		
Tax on bullocks .. ..	24 0	<i>Sundries.</i>			
Tax on dogs .. ..	130 0	Sale of dog collars .. ..	5 0		
<i>Licenses.</i>			Sale of grazing tickets .. ..	5 0	
Refund of stamp duty .. ..	1,450 0	Refund of cost of conservancy of latrines ..	265 0		
Opium license .. ..	2,615 0	Redemption of stray dogs .. ..	5 0		
Petroleum licenses .. ..	42 0	Miscellaneous receipts .. ..	100 0		
Slaughter-house fees .. ..	660 0	Cemetery fees .. ..	80 0		
Grazing fees .. ..	100 0				
Vegetable and fish licenses .. ..	100 0				
		Balance on January 31, 1906 .. ..	1,863 56		
			Rs. 18,199 6		

		EXPENDITURE.			
		Amount.			Amount.
		Rs.	c.		Rs.
<i>Establishment.</i>				<i>Law Expenses.</i>	
Salaries of staff ..	..	1,865	0	Cost of judicial stamps and Proctor's fees...	40 0
Pay of cemetery coolies ..	..	240	0	<i>Public Works.</i>	
Pay of botanical garden cooly ..	..	180	0	Cost and repair of tools ..	118 0
Pay of store cooly ..	..	120	0	Gravelling roads ..	1,090 0
<i>Office Contingencies.</i>				Metalling roads ..	581 0
Stationery and printed forms ..	..	125	0	Construction of new roads ..	794 0
Cost of printing and binding ..	..	35	0	Repairing village paths ..	270 0
Advertisements ..	..	15	0	Maintenance of drains ..	150 0
Postage stamps ..	..	6	0	Upkeep of esplanades ..	420 0
Tom-tom hire ..	..	7	0	Repairs to buildings ..	1,290 0
<i>Revenue Services.</i>				Upkeep of waterworks ..	423 0
Remuneration to assessors ..	..	90	0	Other public works ..	509 60
Commission to road tax collector ..	..	115	0	Compensation for land acquired ...	500 0
Commission to rate and tax collector ..	..	295	0	Water supply for slaughter-house ..	200 0
Commission to cattle seizers ..	..	100	0	<i>Street Lighting.</i>	
Cart tin plates ..	..	80	0	Pay of lamp-lighters ..	300 0
Allowance to burial ground keeper ..	..	10	0	Cost of oil ..	416 0
<i>Police Charges.</i>				Other materials and repairs to lamps ..	120 0
Cost of destroying dogs ..	..	60	0	New lamps ..	195 0
<i>Sanitary Charges.</i>				<i>Audit Charges.</i>	
Pay of latrine coolies ..	..	960	0	Contribution towards cost of audit ..	163 35
Scavenging contract ..	..	1,710	0	<i>Miscellaneous.</i>	
Conservancy of drains, urinal, market, and slaughter-house (contract) ..	..	540	0	Miscellaneous refunds ..	10 0
Trimming roads and drains (contract) ..	..	480	0	Petty expenses ..	40 0
Plague precautions ..	..	160	0	Outstanding claims ..	166 6
Temporary latrines at Vihare ..	..	20	0		
<i>Interest and Sinking Fund on Loans.</i>				Estimated balance on December 31, 1906	16,575 63
Market loan ..	..	373	12		1,623 43
Waterworks loans ..	..	1,193	50		
					Rs. 18,199 6

Local Board Office,  
Badulla, February 9, 1906.

L. W. BOOTH, Chairman,  
P. PAKIR SAIBO, Member.

Statement of Revenue and Expenditure of the Local Board of Batticaloa for the Year 1905.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs.			Rs.
					c.
Balance on December 31, 1904 ..	..	2,878	82	Establishment ..	2,357 99
Taxes ..	..	5,244	22	Office contingencies ..	150 94
Licenses ..	..	2,139	24	Revenue services ..	579 92
Fines ..	..	59	12	Sanitary charges ..	4,241 5
Rents ..	..	3,748	24	Interest and sinking fund on loan ..	1,008 32
Sundries ..	..	2,277	83	Cost of audit ..	134 37
				Lighting ..	812 73
				Public works ..	4,661 23
				Miscellaneous ..	1,795 13
				Balance ..	15,741 68
					605 79
		Rs. 16,347	47		Rs. 16,347 47

I, Edward Francis Hopkins, do hereby swear that the above is a true and correct account of all moneys received and paid by me during the year 1905 on account of the Local Board of Batticaloa, and the balance was in the hands of the Government Agent, Batticaloa on December 31, 1905.

Sworn to before me at Batticaloa this 15th day of February, 1906 :

Correct:  
SAM. F. NAGAPPER, Member.

H. E. BEVEN,  
Justice of the Peace.

E. F. HOPKINS,  
Chairman.

## Statement of the Assets and Liabilities of the Local Board of Batticaloa for the Year 1905.

ASSETS.		Amount.	LIABILITIES.		Amount.
		Rs. c.			Rs. c.
Balance on December 31, 1905	..	605 79	Revenue services	..	44 36
Taxes	..	1,962 66	Lighting	..	0 55
Licenses	..	33 2			
Fines	..	10 0			44 91
Rents	..	379 0	Balance	..	2,974 56
Sundries	..	29 0			
		<u>Rs. 3,019 47</u>			<u>Rs. 3,019 47</u>

I, Edward Francis Hopkins, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of the assets and liabilities of the Local Board of Batticaloa on December 31, 1905.

Sworn to before me at Batticaloa this 15th day of February, 1906:

Correct:  
SAM. F. NAGAPPER, Member.

H. E. BEVEN,  
Justice of the Peace.

E. F. HOPKINS,  
Chairman.

## Estimate of Probable Revenue and Expenditure of the Local Board of Badulla for 1906.

REVENUE.		Amount.	Total.	EXPENDITURE.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance on December 31, 1905	—	—	605 79	Establishment	..	2,358 0	
Taxes	..	5,600 0		Office contingencies	..	160 0	
Licenses	..	2,000 0		Revenue services	..	765 0	
Fines	..	50 0		Sanitary charges	..	4,847 0	
Rents	..	6,050 0		Interest and sinking fund on			
Sundries	..	750 0		loans	..	2,630 0	
			14,450 0	Law expenses	..	25 0	
Arrears of previous year	..	—	2,413 68	Audit charges	..	175 0	
				Lighting	..	883 0	
				Public works	..	3,826 30	
				Miscellaneous	..	10 0	
				Balance	..	—	15,769 30
							1,700 17
			<u>Rs. 17,469 47</u>				<u>Rs. 17,469 47</u>

Local Board Office,  
Batticaloa, February 14, 1906.

E. F. HOPKINS, Chairman.  
J. N. TISSAVIRASINGHE, Member.

## Statement of Revenue and Expenditure of the Local Board, Negombo, for the Year 1905.

REVENUE.				EXPENDITURE.			
		Amount.	Total.			Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance on December 31, 1904	—	—	8,074 17	<i>Sundries.</i>			
<i>Taxes.</i>				Hire of Local Board hearse	..	59 0	
Commutation tax	..	10,917 0		Cash security on account of			
Taxes on vehicles and animals,				gravel contract	..	500 0	
1904	..	79 75		Fines on contractors and			
Taxes on vehicles and animals,				butchers	..	109 62	
1905	..	560 50		Cash security on account of			
Dog tax	..	1,150 0		opium licenses	..	1,583 33	
			12,707 25	Diamond Jubilee Fund	..	1,423 67	
<i>Licenses.</i>				Royalty on sea sand	..	35 55	
Cart	..	201 40		Petty collections	..	72 42	
Liquor	..	1,425 0		Fines on dog tax defaulters	..	160 0	
Hackery and half cart	..	351 50		Fees on cattle seized	..	36 25	
Gun	..	106 16		Contribution on account of			
Opium	..	250 0		Pension Fund	..	16 70	
Proctors' and notaries'	..	460 75					3,996 54
Petroleum	..	70 0		<i>Rents.</i>			
Poisons	..	14 25		Rent of land at Ethukal	..	80 0	
Special	..	24 70		Rent of steam boat jetty	..	20 0	
Gunpowder	..	2 85		Rent of esplanade (stalls)	..	112 0	
Fireworks	..	1 43		Rent of site of Petroleum			
Carriages, coaches, &c.	..	42 75		stores	..	80 0	
Butchers	..	47 50		Rent of new market	..	241 50	
Boat	..	222 30		Slaughter-house fees	..	781 50	
			3,220 59	Grazing fees, esplanade	..	50 0	
<i>Fines.</i>							1,365 0
Fines on road tax defaulters	..	70 0					
Fines by Police Magistrate	..	113 50					
			183 50				<u>Rs. 29,547 5</u>



EXPENDITURE.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Salaries.</i>					
Establishment .. ..	2,449 92		Filling in bank of canal ..	34 92	
Cemetery-keeper, &c. ..	480 0		Cost of wire fencing, new Cemetery road .. ..	278 35	
Salary of the Local Board store cooly .. ..	120 0				13,557 84
		3,049 92	<i>Office Contingencies.</i>		
<i>Lighting Charges.</i>					
Cost of lighting street lamps	1,780 0		Uniform allowance to Inspectors .. ..	70 0	
Cost of painting, &c. ..	67 25		Bicycle allowance to Inspectors .. ..	180 0	
Chimneys, &c. .. ..	43 69		Cost of stationery .. ..	82 20	
		1,890 94	Advertisement charges .. ..	34 0	
<i>Sanitary Charges.</i>					
Cost of scavenging the town	2,640 0		Cost of printed forms .. ..	100 61	
Conservancy of latrines ..	600 0		Allowance to peon .. ..	24 0	
Cost of upkeep of latrine near the court-house .. ..	24 0		Cost of overcoats to Inspectors .. ..	36 35	
Rent of site of slaughter-house .. ..	8 0		Cost of drawing up a deed .. ..	78 25	
Rent of site of latrines .. ..	29 0		Wages of tom-tom beater, postage stamps, &c. .. ..	156 69	
Cost of Jeyes' fluid, &c. ..	167 25				762 10
Cost of clearing side drains ..	600 0		<i>Miscellaneous.</i>		
Cost of watering streets .. ..	68 2		Allowance to brass band .. ..	240 0	
Wages of slaughter-house cooly	26 0		Cash security on account of opium licenses .. ..	1,583 33	
Smallpox account .. ..	174 30	4,336 57	Refund of lease money, Ethukal Hospital grounds, &c. .. ..	40 0	
<i>Public Works.</i>					
General upkeep of roads .. ..	5,474 44		Bonus to Inspectors .. ..	69 0	
Repairs to Local Board buildings .. ..	127 60		Expenses in connection with the Governor's visit .. ..	149 59	
Repairs to existing drains and culverts .. ..	207 60		Wages of caretaker of new meat market .. ..	35 0	
Upkeep of Jubilee clock tower	93 40		Refunds, &c. .. ..	92 82	
Cost of brass memorial for tower .. ..	132 6				2,209 74
Cost of tools, &c. .. ..	192 97		<i>Loan Account.</i>		
Cost of new dog cage cart .. ..	93 65		Interest and sinking fund .. ..	—	1,810 0
Cost of painting Munnakkara bridge .. ..	71 29		<i>Plague Account.</i>		
Cost of Munnakkara culvert	27 54		Wages of caretaker of Plague Hospital .. ..	—	130 8
Cost of encasing Munnakkara bridge piles with concrete	346 30		<i>Revenue Services.</i>		
Cost of new culverts .. ..	223 27		Commission to division officers, &c. .. ..	1,429 10	
Cost of repairs to plague hospital .. ..	185 52		Cost of tin plates, &c. .. ..	190 41	
Cost of painting and repairing latrines .. ..	134 72				1,619 51
Cost of new meat market .. ..	5,885 86		<i>Police Charges.</i>		
Cost of filling in land near new meat market .. ..	34 56		Cost of destroying dogs .. ..	—	72 95
Cost of painting and repairing garden seats .. ..	13 77				
			Total payments .. ..	—	29,439 65
			Balance on December 31, 1905 .. ..	—	107 40
					Rs. 29,547 5

I, A. de A. Seneviratne, do hereby swear that the above is a true and correct account of all moneys received and paid by me on account of the Local Board, Negombo, in the year 1905, and that the balance is in the hands of the Hon. the Government Agent, Western Province.

Sworn to before me at Negombo this 29th January, 1906:

W. F. H. DE. SARAM,  
Justice of the Peace.

A. SENEVIRATNE,  
Chairman.

Local Board Office,  
Negombo, January 15, 1906.

Certified as correct:  
WILMOT E. LEEBRUGGEN,  
Member.

Statement of Assets and Liabilities of the Local Board of Negombo on December 31, 1905.

ASSETS.	Amount.	LIABILITIES.	Amount.
	Rs. c.		Rs. c.
Balance on December 31, 1905 .. ..	107 40	Pension Fund .. ..	31 70
		Balance on December 31, 1905 .. ..	75 70
	Rs. 107 40		107 40

Local Board Office,  
Negombo, January 24, 1906.

A. SENEVIRATNA, Chairman,  
C. S. KIRITHESINGHE, Member

## Estimate of Probable Revenue and Expenditure of the Local Board, Negombo, for the Year 1906.

REVENUE.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Balance on December 31, 1905	—	107 40			
<i>Taxes.</i>					
Commutation tax	5,700 0				
Assessment tax	5,750 0				
Taxes on vehicles and animals	600 0				
Dog tax	600 0				
		12,650 0			
<i>Licenses.</i>					
Cart licenses	150 0				
Liquor	1,425 0				
Hackery and half carts	250 0				
Gun	106 16				
Opium	5,000 0				
Proctors' and notaries	460 75				
Petroleum	70 0				
Poison	14 25				
Special	40 0				
Gunpowder	2 85				
Fireworks	1 43				
Carriages and coaches	60 0				
Butchers'	47 50				
Boat	240 0				
		7,867 94			
<i>Fines.</i>					
Fines by Police Magistrates	100 0				
Fines on Local Board defaulters	100 0				200 0
<i>Sundries.</i>					
Cost of scavenging refuse	516 0				
Hire of Local Board hearse	60 0				
Fees on cattle seized	35 0				
Petty collections	75 0				686 0
<i>Rents.</i>					
Rent of land at Ethukal	40 0				
Rent of steam boat jetty	120 0				
Rent of stalls on the esplanade	324 0				
Rent of new meat market	750 0				
Rent of site of petroleum store	80 0				
Slaughter-house fees	8,000 0				2,114 0
					Rs. 23,625 34
<b>EXPENDITURE.</b>					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Salaries.</i>					
Salaries of establishment	2,000 0				
Salaries of the cemetery-keeper, &c.	480 0				
Allowance to Secretary for supervising roads	250 0				
		2,730 0			
<i>Lighting Charges.</i>					
Cost of lighting street lamps	1,746 0				
Cost of painting and repairing lamps	100 0				
Cost of chimneys, &c.	50 0				
		1,896 0			
<i>Sanitary Charges.</i>					
Cost of scavenging the town	2,220 0				
Conservancy of latrines	660 0				
Cost of upkeep of latrine near the court-house	24 0				
Rent of site of slaughter-house	16 0				
Rent of site of latrines	24 0				
Cost of Joyes' fluid, &c. and burying paupers	150 0				
Cost of clearing side drains	600 0				
Cost of watering streets	100 0				
Wages of slaughter-house cooly	24 0				
		3,818 0			
<i>Public Works.</i>					
General upkeep of roads and wages of store cooly	4,568 18				
Repairs to Local Board buildings	150 0				
Repairs to existing drains and culverts	300 0				
Upkeep of Jubilee clock tower	100 0				
Cost of tools, &c.	200 0				
Cost of repairing Local Board hoarse	40 0				
Cost of painting Munnakkara bridge	120 0				
Fixtures for latrine buckets	75 0				
Cost of upkeep of bridge and causeway	50 0				
Cost of maintaining plague hospital	150 0				
Cost of repairing and painting latrines	200 0				
<i>Cost of repairing and painting garden seats</i>					
	25 0				
<i>Cost of new road to gravel pit</i>					
	100 0				
<i>Cost of fence round latrines</i>					
	75 0				6,133 18
<i>Office Contingencies.</i>					
Uniform allowance to Inspector	35 0				
Bicycle allowance to Inspector	140 0				
Allowance to peon	24 0				
Cost of stationery, printed forms, &c.	500 0				699 0
<i>Miscellaneous.</i>					
Allowance to brass band	240 0				
Cash security on account of gravel contract	500 0				
Jubilee clock tower fund	1,291 66				
Unforeseen expenditure	100 0				
Wages of meat market cooly	120 0				2,251 66
<i>Pension Account.</i>					
Pension account	—				31 70
<i>Loan Account.</i>					
Interest and sinking fund	—				659 96
<i>Plague Account.</i>					
Wages of caretaker, &c.	—				130 8
<i>Revenue Services.</i>					
Commission to division officers	600 0				
Commission to assessment tax collector	510 50				
Remuneration to assessors	225 0				
Cost of tin plates and dog collars	150 0				1,485 50
<i>Police Charges.</i>					
Cost of destroying dogs	—				50 0
<i>Audit Charges.</i>					
Audit charges	—				458 45
					20,343 53
Balance on December 31, 1906	—				3,281 81
					Rs. 23,625 34

Local Board Office,  
Negombo, February 8, 1906.

A. DE A. SENEVIRATNE, Chairman.  
WILMOT LEEBRUGGEN, Member.

## TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. R. F. de Saram & Alvis have applied on behalf of Mr. Francis Felix Street, Merchant, of Colombo, who claims to be the proprietor thereof, for the registration of the following Trade Mark for Substances used as Food or as Ingredients in Food in Class 42 in the Classification of Goods in the above-named Regulations:—

Colonial Secretary's Office,  
Colombo, February 25, 1906.

# CLUB

A. M. ASHMORE,  
Colonial Secretary.

## ROAD COMMITTEE NOTICES.

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 erection of iron guard railings on the 36th mile of the Glenlyon-Preston road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 17, 1906, at 1.30 o'clock p.m., at their office in Kandy, proceed to assess the under-mentioned estates at the rate of 1101 cents per acre:

	Estates.	Acreage.	Rs.
Government moiety			274.50
Private contributions			274.50
Proprietors or Agents.	Estates.	Acreage.	
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson)	Glenlyon	636	
R. S. Peries (A. Rossi Ashton)	Agra Elbedda	276	
Colonel Gwatkin (A. Rossi Ashton)	Helbeck	109	
Heirs of Mrs. M. A. Stevenson (J. M. Sayres)	Mossend	125	
Colonel and Mrs. Gwatkin (A. Rossi Ashton)	Torrington	283	
A. R. Ashton	Iona	112	
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson)	Polmont	48	
P. B. Seton (J. K. Symonds)	New Preston	167	
A. G. & C. A. Seton (A. Hamilton Harding)	Preston	250	
Heirs of J. M. Smith (J. K. Symonds)	Albion	289	
A. G. & C. A. Seton (A. Hamilton Harding)	St. Margaret's	196	

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

H. WACE,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 27, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1905, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

DARRAWELLA-ANNFIELD ROAD.  
(Estimate No. 293 of 1905.)

Government moiety	Rs. 750
Private contributions	Rs. 750

1st section, 32.85 lines.

Total acreage, 2,464—Moiety of cost, Rs. 126.51—  
Sectional rate, .0513c.—Total rate, .0513c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Hon. Mr. J. N. Campbell	Darrawella	615	31 58

1st to 2nd section, 1 mile, 17.65 lines.

Total acreage, 1,849—Moiety of cost, Rs. 144.78—  
Sectional rate, .0783c.—Total rate, .1296c.

Carson & Co	Hadley	223	29 59
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1st to 3rd section, 1 mile, 32.56 lines.

Total acreage, 1,621—Moiety of cost, Rs. 57.41—  
Sectional rate, .0354c.—Total rate, .1650c.

D. Kerr	Invery	513	84 69
R. H. S. Scott	Ottery (excluding Stamford Hill)	243	40 14

1st to 4th section, 2 miles, 190.7 lines.

Total acreage, 865—Moiety of cost, Rs. 151.37—  
Sectional rate, .1749c.—Total rate, .3399c.

R. H. S. Scott	Ottery (Stamford Hill division)	138	46 95
----------------	---------------------------------	-----	-------

1st to 5th section, 2 miles, 31.84 lines.

Total acreage, 727—Moiety of cost, Rs. 49.28—  
Sectional rate, .0677c.—Total rate, .4076c.

A. Craib	St. Leys	130	53 3
----------	----------	-----	------

1st to 6th section, 3.50 miles.

Total acreage, 597—Moiety of cost, Rs. 182.38—  
Sectional rate, .3054c.—Total rate, .7130c.

Cumberbatch & Co.	Annfield	289	206 10
Do.	Rahanwatta	308	219 65

Rs. 711 73

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 14, 1906.

N.B.—Private contributions	Rs. c.
Unexpended balance, 1904	750 0
	38 27

Rs. 711 73

H. WACE,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 21, 1906.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF KANDY.

**E**ACH of the properties, of which particulars are given in the under-mentioned lists, seized in virtue of warrants issued by the Chairman, will be sold in the order stated, under authority of section 21 of the Municipal Councils' Amendment Ordinance, No. 1 of 1896 :—

List C 2, properties in Mavilmada, on Monday, March 26, 1906, commencing at 8 o'clock A.M.

List D 2, properties in Mavilmada, on Tuesday, March 27, 1906, commencing at 8 o'clock A.M.

List E 2, properties in Nittawela, on Wednesday, March 28, 1906, commencing at 8 o'clock A.M.

List F 2, properties in Siyambalagastenna, on Thursday, March 29, 1906, commencing at 8 o'clock A.M.

List G 2, properties in Siyambalagastenna, on Friday, March 30, 1906, commencing at 8 o'clock A.M.

unless in the meantime the amount of rates and taxes and of costs due on each property respectively be paid. The order and course prescribed by Ordinance No. 6 of 1873 will be followed.

By order,

The Municipal Office,  
Kandy, February 27, 1906.

H. BYRDE,  
Secretary.

#### LIST C 2.

##### *Mavilmada.*

No.	Description of Property.	Reputed Owner.
1	House and garden	Wagollawatta Ukku
7	Do.	Sumana Unnanse
8	Do.	do.
18	Garden	Bala Appu Vederala
21	Hena	Sumana Unnanse
23	House and garden	Henagedara Kumara Heneya
24a	Field	Henagedara Kira Heneya
26a	Garden	Punchi Amma and others
43	Do.	Korlegedara Ukku Banda and others
48	House and garden	Sumana Unnanse
50	Garden	do.
51	House and garden	Mina Heneya
52	Do.	Kalua
56	Do.	Arasa Heneya
63	Do.	Sumana Unnanse
64	Do.	Keerala and Punchirala
68	Garden	Korlegedara Appuhamy
69	Do.	Ukku Banda Vel-vidane
71	Hena	Sumana Unnanse
72	Do.	do.
75	Field	Korlegedara Mutu Menika
78	Do.	Ukku Banda Vel-vidane
79	Do.	Ran Menika's children
81	Do.	Medduma Banda
82	Do.	Suramba Panikeya
83	Do.	Suramba Panikeya and others
84	Do.	Ranawanagedara Kiri Menika
85	Do.	Ranawanagedara Mudiyanse
86	Do.	Ranawanagedara Riri Monika
90	Do.	Meddduma Banda
92	Do.	do.
93	Do.	Nugegoda Keerala
94	Do.	Nugegoda Appuhamy

#### LIST D 2.

##### *Mavilmada.*

98	Field	Medduma Banda
99	Do.	Siridera
106	Do.	Medduma Banda
108	Do.	Dembatagolla Kumara Heneya
112	Hena	Medduma Banda
113	Field	do.
116	Garden	Hapugaskumburegedara Kalu
124	Do.	Nugegodagedara Keerala
126	Do.	do.
127	House	Ukku Banda
128	House and garden	Medduma Banda and others
129	Do.	Punchi Amma and others
130	Garden	Medduma Banda and others
131	House	Nugegodagedara Appuhamy
136	Garden	A. R. M. Marikar
137	House and garden	Dambukagedara Ukku
139	Do.	Sumana Unnanse

Lot.	Description of Property.	Reputed Owner.
140	House and garden	Henawatta Kiri Banda
141	Do.	Kiri Banda and others
147	Hena	Dembatagolla Kumara Heneya
148	Do.	Nugogodagedara Keerala
150	Garden	Sumana Ummanso
153	Hena	Ukku Banda Vel-vidane
157	Do.	Dingiri Banda and others
158	Field	Sumana Ummanso
159	Do.	Ran Menika
162	Do.	Sumana Ummanso
165	Do.	Keerala and Punchirala
171	Hena	Tikiri Menika
180	Field	Keerala and Punchirala
191	Hena	Medduma Banda and others
196	Do.	Appubamy and others
211	Do.	Pakir Mohamado Lebbe
212	House and garden	Una Mohamado Alie Lebbe

## LIST E 2.

## Nittawela.

1	Garden	Sumana Ummanso
2	House and garden	do.
3	Field	do.
4	House and garden	do.
5	Do.	do.
6	Field	do.
7	Do.	do.
8	House and garden	do.
8a	Do.	do.
8b	Do.	do.
9	Do.	Rattarana Panikeya
10	Do.	do.
11	Do.	Punchi Kira
12	Do.	Siri Pina
13	Do.	Suramba Panikeya
14	Do.	Suramba Panikeya and others
16	Do.	Kiri Ukkua and others
17	Garden	Sumana Ummanso
18	Do.	Suramba Panikeya
19	Hena	Mohamado Casim and others
21	Garden	How Amma
22	House and garden	Abdul
23	Do.	Omer Marikar
26	Garden	Alawatugodagedara Kiria
27	House and garden	Maimunatchi
28	Do.	Ana Samsudeen
30	Do.	Jeynambo
31	Do.	Abdul Rahima
32	Do.	Alima Umma
33	Do.	Ana Segu Lebbe
34	Do.	How Amma
35	Do.	Una Habibu Lebbe
36	Do.	Ana Habibu
37	Do.	Mohamado Tamby
38	Do.	Tamby Lebbe
39	Do.	Sumana Ummanso
40	Garden	do.
41	House and garden	Una Isibu Lebbe
43	Field	Sumana Ummanso
44	Do.	do.
45	Do.	do.
46	Do.	do.
47	Do.	do.
48	Do.	do.
49	Do.	do.
50	Do.	do.
51	Do.	do.
52	Do.	do.
53	Do.	do.
54	Do.	do.
55	Do.	do.
56	Do.	do.

## LIST F 2.

## Siyambalagastenna.

Field	Ukku Banda Vederala
Do.	Pusumba Heneya

Lot.	Description of Property.	Reputed Owner.
3	Field	Medduma Banda
5	Do.	Una Mohamado Alio Lebbe
7	Do.	Wadugodapitiya
9	Do.	Wadugodagedara Appuhamy
11	Do.	Henawatta Kiri Banda
12	Do.	Una Habibu Lebbe
15	House and garden	Ranmonika
22	Field	Ranawanagedara Mudianse
27	Do.	Una Mohamado Alio Lebbe
28	Hena	do.
30	Do.	Mudalihamy Vederala
32	Do.	Una Mohamado Alio Lebbe
34	Do.	do.
35	Garden	Ranawanagedara Punchirala
36	Do.	Mudalihamy Vederala
37	Field	Ranawanagedara Punchirala
38	House and garden	Bopegedara Kiri Monika
39	Garden	Ranawanagedara Mudianse
40	House and garden	Udagedara Appuhamy
43	Do.	Ranawanagedara Punchirala
44	Field	do.
54	House and garden	Una Pathumma

## LIST G 2.

*Siyambalagastenna.*

55	Garden	Punchi Monika
56	Do.	Una Habibu Lebbe
57	Do.	do.
58	House	Ana Mohamado Casim
59	Do.	Omer Marikar
60	House and garden	D. C. Gunasekera
61	Hena	Mudalihamy Vederala
62	House and garden	do.
63	Land	Punchi Monika
66a	Garden	Appuhamy
68	Field	Omer Marikar
70	Do.	Kiria
71	Do.	Pina
73	Do.	Wadugodapitiya
74	Do.	Hunkirigedara Punchirala
75	House and garden	Punchi Monika
76	Land	do.
77	Garden	do.
78	Land	do.
81	Field	D. C. Gunasekera
83	Do.	Punchi Nona
84	Do.	Wadugodapitiya
85	Do.	Punchi Nona and others
86	Do.	Udugama Unnase
87	Do.	Sarana
89	Do.	Kiri Sadua
90	Do.	do.

## MUNICIPALITY OF KANDY.

LIST of persons licensed under Ordinance No. 15 of 1889 to carry on business within the Kandy Municipality during 1906:—

*As Auctioneers.*

1. O. M. E. and D. F. Siriwardena, trading as Siriwardena & Co.
2. M. Ahmado Lebbo.
3. J. H. Siebel.
4. Adam Musa.
5. T. A. Pato, trading as T. A. Pato & Co.
6. E. H. Auwardt.
7. Alfred Ambrose.

*As Brokers.*

1. T. A. Pato, trading as T. A. Pato & Co.

H. BYRDE,

Secretary.

The Municipal Office,  
Kandy, February 22, 1906.

## MUNICIPALITY OF COLOMBO.

LIST of persons licensed during January, 1906, under Ordinance No. 15 of 1889, to practise as Auctioneers and Brokers:—

*Auctioneers.*

1. Mr. Annesley Daniel
2. „ Wilton Bartleet
3. „ Lionel Otley Leefe
4. „ Annesley Roy Daniel
5. „ Rienzie Guy Koelman
6. „ Walter Bertie Cooke
7. „ Douglas Murray Hanna
8. „ Walter Seale
9. „ William Somerville, jr.
10. „ William Somerville
11. „ Alec Frank West
12. „ George de Hoedt
13. „ Charles Edwin Haslop

14.	Mr. Nagamuttu Catherasapillai
15.	„ Dorey Ponsamy Tampoo
16.	„ Edward Paul Nathaniel
17.	„ Benjamin Francis Floris
18.	„ Sellapperumage Augustinu Fernando
19.	„ Elvin Richard Peries
20.	„ Percy John Parsons
21.	„ Don Martinus Rupesinghe
22.	„ Richard Daniel
23.	„ Arthur Toussaint
24.	„ Walter Emmorson Drury
25.	„ Robert William Forbes
26.	„ Arthur Henry Barber
27.	„ John William Henry Ebert
28.	„ Don Thomas Weerasuriya

**Brokers.**

1.	Mr. George de Hoedt
2.	„ Wilton Bartlett
3.	„ Lionel Otley Leofe
4.	„ Diego Sebastian Fernando
5.	„ Raymond Emanuel Fernando
6.	„ John Benjamin Fernando
7.	„ Robert Gordon
8.	„ William Somerville, jr.
9.	„ William Somerville
10.	„ Walter Seale
11.	„ Douglas Murray Hanna
12.	„ Walter Bertie Cooke
13.	„ Rienzie Guy Koelman
14.	„ Annesley Young Daniel
15.	„ Charles Simpson Wilson
16.	„ Charles Edwin Haslop
17.	„ Nagamuttu Catherasapillai
18.	„ Edward Paul Nathaniel
19.	„ Dorey Ponsamy Tampoo
20.	„ Owen Ohlmus
21.	„ Emanuel Corea
22.	„ Timbiripolage William Peris
23.	„ Sellapperumage Augustinu Fernando
24.	„ Charles Lambert Rodrigo
25.	„ Justinian Paul Mendis
26.	„ Harry Martin
27.	„ Elvin Richard Peries
28.	„ Don Martinus Rupesinghe
29.	„ Vidana-aratchige Simon Perera
30.	„ Richard Daniel
31.	„ Charles Perera Wijeyratne
32.	„ Muttuporutotage Bastian Perera Abeyratno
33.	„ John Thomas de Saram
34.	„ James Forbes
35.	„ Walter Emmorson Drury
36.	„ Robert William Forbes
37.	„ Don Thomas Weerasuriya
38.	„ Gabriel Perera

R. R. DUNUWILLE,  
Secretary.

The Municipal Office,  
Colombo, February 22, 1906.

**MUNICIPALITY OF COLOMBO.**

THE following is a list of properties seized for non-payment of arrears of consolidated rate, the sales of which have been postponed. Sales to commence at 7 A.M. each day.

R. R. DUNUWILLE,  
The Municipal Office, Secretary.  
Colombo, February 27, 1906.

**List.**

Premises.	No.	Date postponed to.
Alutdawata	233-42	March 5, 1906
Original Date of Sale:		February 15, 1906.
Kochchikade	85	March 5, 1906
Original Date of Sale:		February 16, 1906.

Premises.	No.	Date postponed to.
Original Date of Sale:		February 15, 1906.
Gabo's lane, 2nd	20-21	March 5, 1906
Original Date of Sale:		February 16, 1906.
Jampettah street	100-106	March 5, 1906
Original Date of Sale:		February 19, 1906.
Cheku street	1	March 5, 1906
Original Date of Sale:		February 20, 1906.
Cheku street	86	March 5, 1906.
Original Date of Sale:		January 29, 1906.
Union place	72	March 5, 1906
Original Date of Sale:		February 1, 1906.
Kotte road	33	March 5, 1906
Maligakanda	45	do.
Dematagoda	188	do.
Do.	26	do.
Original Date of Sale:		February 22, 1906.
New Moor street	59	March 12, 1906
Original Date of Sale:		February 20, 1906.
Cheku street	46	March 12, 1906
Do.	82	do.
Original Date of Sale:		February 26, 1906.
Barber street	12	March 12, 1906
Original Date of Sale:		February 22, 1906.
New Moor street	34	March 12, 1906
Original Date of Sale:		January 31, 1906.
Kollupitiya road	225H	March 12, 1906
Original Date of Sale:		February 14, 1906.
St. John's road	21	March 15, 1906
Original Date of Sale:		February 17, 1906.
Brassfounder street	29	March 16, 1906
Original Date of Sale:		February 20, 1906.
Gintupitiya	20	March 16, 1906
Original Date of Sale:		February 16, 1906.
Kochchikade	69-75	March 17, 1906
Jampettah street	93	do.
Original Date of Sale:		February 23, 1906.
Wolfendahl street	55	March 24, 1906

**MUNICIPALITY OF COLOMBO.**

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from one to ten years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 149th clause of the Ordinance No. 7 of 1837, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

R. R. DUNUWILLE,  
Secretary.

The Municipal Office,  
Colombo, February 27, 1906.

**SCHEDULE.**

Premises	No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, April 2, 1906.			
Darley road.			
47	..	1st and 2nd quarters, 1905	.. 8 A.M.
Dematagoda.			
50A	..	1st and 2nd quarters, 1905	.. 8. 5 A.M.
234	..	Do.	.. 8.10 "
Temple road.			
81	..	1st and 2nd quarters, 1905	.. 8.15 A.M.
Third Division, Maradana.			
94	..	1st and 2nd quarters, 1905	.. 8.20 A.M.
Belmont street.			
21	..	1st and 2nd quarters, 1905	.. 8.30 A.M.

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	Vanilla	Bark Cinchona	Branch Cinchona	Cinchona Chips	Cocanuts	Copra	Cocunut Oil	Cocunut Pound	Cinnamon	Cinnamon Oil	Citronella Oil	Cardamoms	Ebony	Plumbago	Corr Rope	Corr Hank	Corr Yarn	Corr Yarn	Wool	Orchilla	Amul	Rhino	Deer Horns
<b>COLOMBO.</b>																												
ss. Ziegen	1906	Yokohama	9		11006	402																						
ss. Duplex	19-2	Calcutta			400006	508																						
ss. Malia	19-2	London																										
ss. Friedrich der	20-2	Sydney			293671									7840*														
ss. Grosse	20-2	China			5100																							
ss. Dongola	20-2	London			394966	929																						
ss. Marjan	20-2	Trieste			19037	50				8190				3500†														
ss. Nippon	20-2	Calcutta																										
ss. Crostafais	21-2	Pacific Ports			29370	450																						
ss. Niagchow	21-2	Bombay			41031																							
ss. Fornosa	21-2	Calcutta			23324																							
ss. Borneo	21-2	do.			200																							
ss. Wacha	21-2	Tuticorin																										
ss. Furnea	21-2	Australia			169079																							
ss. Mongolia	21-2	Odessa			108514																							
ss. Mercury	22-2	London			205817																							
ss. Somali	22-2	Calcutta																										
ss. Clan Maclean	22-2	Calcutta																										
ss. Alicante	23-2	Barcelona			1019	40																						
ss. Nowshera	23-2	Bombay			8737																							
ss. Ibinda	24-2	Mauritius			8300																							
<b>GALLE.</b>																												
ss. Clan Robertson	19-2	London								20200																		

\* Chips 89,270 lb.

† Chips 5,640 lb.

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

TO GALLE:—

Rangoon	...	Bags	10,730
Ammapatam	...	"	128
Bombay	...	"	269
		Total Bags:	15,376

From Calcutta	...	Bags	114,226
Poore	...	"	5,042
False Point	...	"	400
Tuticorin	...	"	7,317
China	...	"	600
Adrampatam	...	"	384
Gopalpoore	...	"	5,677
Coconada	...	"	5,675
Negapatam	...	"	328
Penang	...	"	5,209

Nil.

H. M. Ousdoms  
Colombo, February 27, 1906.

W. E. THORPE  
for Principal Collector.