



# Ceylon Government Gazette

Published by Authority.

No. 6,214 — FRIDAY, NOVEMBER 8, 1907.

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications. PART II.—Legal and Judicial. PART III.—Provincial Administration. PART IV.—Land Settlement. PART V.—Mercantile, Marine, Municipal, Local, &c.

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE RAGAMA TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE RAGAMA TEA AND 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 or otherwise acquire from the proprietors thereof the estates called and known as Orangehill and Deyagalla situate in the village Ragama in the District of Colombo, Western Province.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any other estate or estates, land or lands in the Island of Ceylon or the Federated Malay States 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, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or the Federated Malay States or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; 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 the Federated Malay States 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, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, 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, the Federated Malay States, 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 for 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 re-borrow 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, under lease, 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 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 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 Five thousand (5,000) shares of Rupees Fifty (Rs. 50) 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 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.
ROBT. DAVIDSON, Colombo .. .. .	.. One
WM. MILNE (by his Attorney ROBT. DAVIDSON), Colombo .. .. .	.. One
DAVID SCOTT, Colombo .. .. .	.. One
A. F. PATTERSON, Colombo .. .. .	.. One
R. S. TAYLOR, Colombo .. .. .	.. One
F. J. DE SARAM, Colombo .. .. .	.. One
LESLIE W. F. DE SARAM, Colombo .. .. .	.. One

Witness to the signatures of the above-named Robert Davidson, William Milne, David Scott, and A. F. Patterson, at Colombo this Nineteenth day of October, 1907:

ARTHUR H. JOACHIM,  
Bookkeeper, Mount Lavinia Grand Hotel.

Witness to the signature of the above-named R. S. Taylor, at Colombo this Nineteenth day of October, 1907:

E. NOEL WARRACK.

Witness to the signatures of the above-named F. J. de Saram and Leslie W. F. de Saram, at Colombo this Nineteenth day of October, 1907:

W. DON HENRY,  
Clerk to Messrs. F. J. & G. DE SARAM, Proctors, Colombo.

## ARTICLES OF ASSOCIATION OF THE RAGAMA TEA AND 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 Ragama Tea and 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 Five thousand (5,000) shares of Rupees Fifty (Rs. 50) each.

8. *Arrangements 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 and subdivision or consolidation of shares.*—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, or as remuneration for work done for or services rendered to 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, or as remuneration for work done for or services rendered to 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. *Joint and several liability of joint-holders.*—The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such shares.

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 shares, 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 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.

*Shareholders 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 *bond 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 or 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 of 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 or 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 Fifty thousand Rupees (Rs. 50,000). 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 stocks, 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. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. 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, any 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 Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meetings, 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 persons being either Shareholders entitled to vote or the duly authenticated attorneys of Shareholders or persons holding proxies from Shareholders.

68. *If a 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 Meetings.*—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 some Shareholder present 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 some Shareholder present 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 Ragama Tea and 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 two nor more than five. But this clause shall be considered as directory only, and the continuing Directors may act notwithstanding any number of vacancies.

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 Two thousand Five hundred Rupees (Rs. 2,500), 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 Two thousand Five hundred Rupees (Rs. 2,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration 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 David Scott of Colombo, William Moir of Colombo, John Aymer of Nawalapitiya, and Robert Davidson of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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, resignations, 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 Directors 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 office, 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 expense 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 Orangehill and Deyagalla estates, 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 purchase, lease, take in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, or privileges which the Company is authorized to acquire at such price, without investigation or requiring the production of the vendors', assignors', or lessors' title, and notwithstanding any real or apparent defect in the same, and generally to waive any defect in any title to estate or estates, land or lands, property, rights, or privileges, and to accept such title as in their opinion may be, or may be deemed to be, reasonably sufficient, and to acquire through or cause any such estate or estates, land or lands, property, rights, or privileges to be held by any individual or company as Trustee or Agent for the Company, and generally 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, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, 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, officers, visiting agents, inspectors, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

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 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 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 to appoint any persons to be members of such local board, or any managers or agents, and to 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 exercisably by the Directors, except those relating to shares and any others as to which special provisions in consistent with such delegation are herein contained; and they shall have power to fix the remuneration of, and at any time to remove such Director or other person or company, and to annul or vary any such delegation. 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 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 committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee or defect in the appointment of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed, provided the same be done before the discovery of the defect.

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

#### ACCOUNTS.

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 or bonus 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 Auditor or Auditors of the Company and fix his or 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 Director 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.

154. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts paid up or reckoned as paid up thereon, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid up capital, such surplus assets shall be divided among the members in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

155. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo on the days and dates hereinafter written.

ROBT. DAVIDSON.

WM. MILNE (by his Attorney ROBT. DAVIDSON).

DAVID SCOTT.

A. F. PATTERSON.

R. S. TAYLOR.

F. J. DE SARAM.

LESLIE W. F. DE SARAM.

Witnesses to the signatures of the above-named ROBERT DAVIDSON, WILLIAM MILNE, DAVID SCOTT, and A. F. PATTERSON, this Nineteenth day of October, 1907:

ARTHUR H. JOACHIM,  
Bookkeeper, Mount Lavinia Grand Hotel.

Witnesses to the signature of the above-named R. S. TAYLOR at Colombo, this Nineteenth day of October, 1907.

E. NOEL WARRACK.

Witnesses to the signatures of the above-named F. J. DE SARAM and LESLIE W. F. DE SARAM at Colombo, this Nineteenth day of October, 1907.

W. DON HENRY,  
Clerk to Messrs. F. J. & G. DE SARAM,  
Proctors, Colombo.

**The Havelock Racecourse Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Havelock Racecourse Company, Limited, will be held at No. 2, Queen street, Fort, Colombo, on Tuesday, November 19, 1907, at 12 noon, for the purpose of confirming the following special resolution which was passed at the Extraordinary General Meeting of the Company held on October 21, 1907, that is to say:—

“That the Company be wound up voluntarily, and that Osmond Thomas MacDermott of Colombo, Accountant, be and he is hereby appointed Liquidator for the purposes of such winding up.”

In the event of the above resolution being confirmed the following resolution will be submitted:—

“That the remuneration of the Liquidator be fixed at the sum of Rs. 200.”

O. T. MACDERMOTT,  
Colombo, November 5, 1907. Treasurer.

IN terms of section 8 of Ordinance No. 1 of 1907, I, Chinnatamby Joseph Kanthappah of Araipattai in Batticaloa, do hereby give notice that it is my intention to apply, three months hence, to the Registrar-General for admission as a Notary Public to practise in the District of Batticaloa in the Tamil language.

C. J. KANTHAPPAH.

October 5, 1907.

In the District Court of Colombo.

Mayna Soona Pana Meyappa Chetty.....Plaintiff

No. C 25,047. Vs.

John Frederick Drieberg of Ekelle in  
Negombo.....Defendant.

UNDER and by virtue of a decree entered in the above styled action, I am directed by the District Court of Colombo to sell by public auction the following property, specially and primarily mortgaged with the plaintiff and declared specially bound and executable under the said decree, for the recovery of the sum of Rs. 46,593-66, with interest and cost of suit, and ordered to be sold by the said decree, to wit:—

All that estate called and known as Ekelle, situated at Ekelle in the Ragam pattu of the Alutkuru korale, Western Province, in extent 125 acres 3 roods and 33-22 perches, together with all the buildings standing thereon and all the appurtenances thereof.

The sale will take place at my rooms, No. 7, Chatham street, Fort, Colombo, on Friday, December 6, 1907, at 5 P.M.

For inspection of deeds or any further particulars please apply to me.

RICHARD DANIEL.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Supplemental Budget No. 2 approved by Standing Committee on Finance and Assessment of November 4, 1907.

## REVENUE.

	Rs.	c.	Rs.	c.
1 Balance as per Supplemental Budget No. 1 ..	—		58,730	78
<i>Amounts voted in Budget in which the provision made is in excess of probable expenditure during the year.</i>				
108 Infectious Diseases Hospital ..	49,897	0		
176 Municipal Schools ..	19,800	0		
54 Increased size of distribution pipes ..	10,000	0		
154 Refuse destructors ..	25,000	0		
			104,697	0
Recoveries on account sale of building materials and rent on account Mansergh Avenue ..	10,000	0		
Recoveries on account of Skinner's road ..	19,000	0		
			29,000	0
Total ..			192,427	78

## EXPENDITURE.

	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
<b>II.—ESTABLISHMENT.</b>								
4 Salaries : Chairman's salary (supplemental) ..	1,500	0						
Dog pound-keeper from August ..	150	0						
2 Extra peons, Works Department, from August 13, at 12'50 each ..	115	32						
Increments at 20 per cent. for 1907 ..	15,448	4						
			17,213	36				
5 Audit of Accounts : Increments at 20 per cent. for 1907 ..	—			287	54			
<i>Contingencies.</i>								
7 Allowances : Rickshaw for Enteric Inspectors ..	300	0						
Rickshaw for Revenue Inspectors ..	225	0						
Passage of Assistant Superintendent, Fire Brigade, from London ..	528	0						
Passage, &c., of Head draughtsman from London ..	583	38						
Passage back to London of Head Draughtsman ..	624	0						
Passage of Mr. Kilmister, Assistant Engineer, from London ..	693	0						
			2,953	38				
8 Stationery (supplemental) ..	—			700	0			
<b>IV.—LICENSES AND TAXES.</b>								
18 Painting (supplemental) ..	100	0						
20 Capture of dogs ..	1,000	0						
			1,100	0				
<b>V.—MARKETS.</b>								
22 Edinburgh salaries : Increments at 20 per cent. for 1907 ..	91	94						
23 St. John's fish salaries : Increments at 20 per cent. for 1907 ..	150	30						
27 Dean's road salaries : Increments at 20 per cent. for 1907 ..	99	8						
28 Bambalapitiya and Kollupitiya salaries : Increments at 20 per cent. for 1907 ..					59	73		
29 Slave Island salaries : Increments at 20 per cent. for 1907 ..					48	0		
30 Grandpass salaries : Increments at 20 per cent. for 1907 ..					123	14		
256 Price Park : talipot ceiling ..					457	0		
							1,029	19
<b>VI.—SLAUGHTER-HOUSES.</b>								
33 Dematagoda salaries : Increments at 20 per cent. for 1907 ..					—			319 92
<b>VII.—GENERAL CEMETERIES.</b>								
41 Kanatta salaries : Increments at 20 per cent. for 1907 ..					280	0		
42 Madampitiya salaries : Increments at 20 per cent. for 1907. ..					120	0		400 0
<b>VIII.—PRINTING DEPARTMENT.</b>								
47 Salaries : Increments at 20 per cent. for 1907 ..					954	83		
49 General upkeep of stores (supplemental) ..					75	0		
							1,029	83
<b>X.—MISCELLANEOUS.</b>								
<i>Secretary's Department.</i>								
68 Library (supplemental) ..					200	0		
70 Costs in legal proceedings (supplemental) ..					2,000	0		
84 Head guide : Increments at 20 per cent. for 1907 ..					72	0		
86 Miscellaneous : Increments at 20 per cent. for 1907 to bookbinder ..					33	10		
261 Casket and address to Sir H. McCallum ..					225	0		
							2,530	10



## MUNICIPALITY OF KANDY.

**Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on September 28, 1907, at 8.30 a.m., in accordance with notice dated September 24, 1907.**

*Present.*—The Hon. Mr. J. P. Lewis, Chairman; E. Beven, Esq.; W. D. Gibbon, Esq.; Dr. G. P. Schokman, G. F. Soysa, Esq.; C. A. Hamy, Esq.; E. L. Wijegoonewardene, Esq.; S. A. Owen, Esq.

1. The Minutes of Proceedings of the Meeting held on August 24, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted:—

(a) Statements of Receipts and Expenditure from close of 1906 to August 31, 1907, on account of the Municipal Fund, comprising the (No. 1) General Revenue, (No. 2) Consolidated Rates (Police and Lighting), and (No. 3) Water-rate Accounts.

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

(c) Health Officer's Report for August.

(d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of August.

(e) The Reservoir Readings for August.

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

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

4. Correspondence:—

*Guides Ordinance.*—(a) Endorsement No. 6 of August 29, from the Colonial Secretary, *re* Rules drafted under the Guides' Ordinance.

Resolved—That the words "in a conspicuous position" be substituted for "upon the right breast."

*Opium Duty on.*—(b) Letter No. 34 of August 29, from the Colonial Secretary, *re* Increase of Duty on Opium.—Read.

*Government Audit.*—(c) Letter No. 35 of September 11, from the Colonial Secretary, *re* Audit of Municipal Council Accounts.

It was agreed that the resolution of Council as to payment passed at the Meeting of June 1 be confirmed.

*Address of Welcome to His Excellency the Governor.*—(d) Letter of September 14 from the Private Secretary to His Excellency the Governor intimating the latter's appreciation of the address and casket presented by the Municipal Council.—Read.

*Toll Rents, Sale of, for 1908.*—(e) Letter No. 67 of September 7, from the Hon. the Government Agent, Central Province, *re* the sale of Municipal Toll Rents.

Resolved—That the offers be accepted.

5. *Address to His Excellency the Governor, Additional Vote for.*—The Chairman moved—"That a further sum of Rs. 25 be voted towards expenses in connection with the Municipal welcome to His Excellency the Governor."

Resolved—That the expenditure be sanctioned.

6. *Dairies.*—Rules *re* dairies for further consideration.

After some discussion the Chairman moved—That the matter be again referred to the Special Committee with Mr. Beven added.

This was seconded by Mr. Gibbon and carried.

It was also agreed to call upon the Health Officer to submit a report conveying such suggestions as he had to make to the Special Committee.

7. *Widening Trincomalee street, Estimate for.*—Estimate from the Superintendent of Works for widening that portion of Trincomalee street opposite the Queen's Hotel.

The Chairman moved—That the Kandy Hotels Company be asked to contribute half the cost of this work, which is necessary owing to the congestion of traffic caused by Queen's Hotel encroachments on Ward street and Trincomalee street.

Mr. Gibbon seconded.—Carried.

8. *Electric Lighting Contract.*—At the close of the meeting Mr. Gibbon said that he wished to bring it to the notice of the Council that the electric lighting contract expires next year, and that the Council should be careful to safeguard their interests before the contract was renewed.

Mr. Beven proposed that a copy of the contract and Mr. Dornhorst's opinion thereon be circulated among the Members when suggestions might be made.

This was agreed to.

Confirmed on October 26, 1907

J. P. LEWIS,  
Chairman, Municipal Council, Kandy.

## Statement of Receipts and Disbursements to August 31, 1907.

## No. 1.—GENERAL REVENUE.

REVENUE.	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Balance from 1906 ..	—		5,446	31	Arrears ..	250	50
Arrears ..	1,000	0	989	32	Cemetery account—wages, &c. ..	659	13
Cemetery account—fees and graves ..	1,000	0	726	0	Commutation rate—commission and sundries ..	724	55
Commutation rate ..	11,400	0	11,704	50	Government loans—repayment ..	981	23
Interest ..	100	0	80	52	House of shelter—wages, &c. ..	178	5
Judicial account—fines ..	3,000	0	1,563	50	Interest to Government and Bank ..	572	31
Lake silt—Government contribution ..	3,000	0	3,000	0	Judicial account—establishment and printing ..	1,147	86
Licenses ..	16,667	0	11,162	50	Lake silt—clearing of ..	2,553	15
Miscellaneous receipts ..	250	0	421	89	Licenses—printing and advertising ..	34	20
Public market—rents ..	18,250	0	12,247	26	Legal expenses ..	1,009	93
Rents ..	1,810	0	1,677	50	Miscellaneous charges ..	1,455	29
Registration of dogs ..	170	0	144	24	Office charges—establishment and sundries ..	4,270	52
Stamp duties ..	13,340	0	10	0	Pensions ..	2,030	78
Scavenging—bucket fees ..	11,750	0	7,491	38	Public market—establishment, lighting, &c. ..	2,732	30
Slaughter-houses—fees ..	6,050	0	4,764	37	Rents—expenses on account cattle shed and Town Hall ..	419	57
Taxes on bullocks ..	375	0	378	0	Registration of dogs—seizing and feeding ..	378	80
Taxes on vehicles and animals ..	800	0	448	70	Stamp duties—branding carts, &c. ..	16	15
Tolls ..	26,380	0	15,365	15	Sanitation—establishment and sundries ..	4,744	66
Public works—Government contribution, &c. ..	1,675	0	492	0	Scavenging ..	21,449	76
Sundry receipts ..	—		7,306	67	Slaughter-house—establishment, grass, &c. ..	1,459	3
					Taxes—expenses on account vehicles and animals ..	8	22
					Time charges—wages, powder, &c. ..	307	93
					Tolls charges—repairs of boats and approaches ..	2,202	72
					Public works ..	16,380	3
					Sundry disbursements ..	7,537	87
					Balance carried forward ..	11,915	28
Total ..	117,017	0	85,419	82	Total ..	85,419	82

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

REVENUE.	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Balance from 1906 ..	—		1,177	27	Arrears—commission, &c. ..	193	58
Arrears ..	8,600	0	9,377	8	Assessment tax charges ..	3,535	48
Assessment tax, 1907 ..	24,500	0	15,778	24	Maintenance of police ..	7,065	75
Sundry receipts ..	—		574	78	Street lighting ..	11,747	96
					Street names and house numbers ..	50	16
					Sundry disbursements ..	265	5
					Balance carried forward ..	4,049	39
Total ..	33,100	0	26,907	37	Total ..	26,907	37

## No. 3.—WATER-RATE ACCOUNT.

REVENUE.	Estimated Amount.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Balance from 1906 ..	—		7,340	58	Arrears—commission, &c. ..	85	34
Arrears ..	3,400	0	5,334	54	Water-rate charges ..	3,393	48
Water-rate, 1907 ..	19,200	0	12,186	22	Fairieland and Roseneath ..	7,997	54
Fairieland and Roseneath ..	15,118	0	8,522	8	Interest and sinking funds ..	9,077	21
Water service account ..	4,200	0	3,776	88	Waterworks maintenance ..	2,540	17
Sundry receipts ..	1,625	0	1,774	2	Water service account ..	890	23
Do: ..	—		350	16	Sundry disbursements ..	535	7
					Balance carried forward ..	14,765	44
Total ..	43,543	0	39,284	48	Total ..	39,284	48

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

Est. No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure up to July 31, 1907.		Expenditure in August, 1907.		Total Expenditure.		Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements	2,835	50	1,014	22	142	50 <sup>a</sup>	1,256	72	1,378	78
2	Town streets	7,000	0	3,153	57	490	94 <sup>b</sup>	3,644	51	3,355	49
3	Alutgantota and Lady Anderson's roads	966	0	447	94	—	—	447	94	518	6
4	Udawattakele roads and paths	2,200	0	1,105	2	321	65 <sup>c</sup>	1,426	67	773	33
5	Halloluwa, Bahirawakanda roads	1,900	0	979	18	213	40 <sup>d</sup>	1,092	58	807	44
6	Municipal buildings	2,000	0	1,015	55	58	23 <sup>e</sup>	1,073	78	926	22
7	Watering streets	600	0	360	42	14	0 <sup>f</sup>	374	42	225	58
8	Market buildings	1,800	0	280	78	75	0 <sup>g</sup>	355	78	1,444	22
9	Ornamental plants	250	0	173	87	49	31 <sup>h</sup>	213	18	36	82
10	Tools	600	0	198	13	343	45 <sup>i</sup>	541	58	58	42
11	Maintenance of bathing tanks	200	0	29	47	—	—	29	47	170	53
12	Recreation ground and esplanade	1,000	0	321	87	62	97 <sup>j</sup>	484	84	515	16
13	Sundry minor works	400	0	384	76	31	23 <sup>k</sup>	415	99	—	—
14	Repairs to cemetery-keeper's house	70	0	14	52	—	—	14	52	55	48
15	Wace park	556	0	242	88	30	14 <sup>l</sup>	273	2	282	98
16	Recreation ground improvements	2,930	0	1,931	19	222	41 <sup>m</sup>	2,153	60	776	40
17	Carriage stand repairs	200	0	1	57	—	—	1	57	198	43
18	Barrel drains	2,000	0	1,365	26	—	—	1,365	26	634	74
19	Colombo street paving	387	0	289	22	—	—	289	22	97	78
20	Public seats, maintenance	175	0	13	85	3	10 <sup>n</sup>	16	95	158	6
21	Clearing silt, Meda-ela	250	0	—	—	—	—	—	—	—	—
22	Ventilating shafts	235	0	127	70	60	0 <sup>o</sup>	187	70	47	30
23	Cement concrete side drains, Lady Horton's	250	0	149	15	—	—	149	15	100	85
24	Railway approach road drain	250	0	144	76	—	—	144	76	105	24
25	Extension of Lewella road	2,015	0	1,000	70	149	61 <sup>p</sup>	1,150	31	864	69
26	Opening path to Lady Horton's	600	0	143	58	—	—	143	58	456	42
27	Widening Ward street	114	0	97	87	—	—	97	87	16	13
28	Retaining wall, Asgeria road	185	0	84	47	—	—	84	47	100	78
29	Retaining wall, Lady Torrington's	135	0	134	89	—	—	134	89	0	11
30	Retaining wall, Huduhumpolar oad	520	0	20	0	—	—	20	0	500	0
31	Ladder and rails, town clock	170	0	158	2	25	0 <sup>q</sup>	183	2	—	—
A	Vegetation	600	0	376	37	—	—	376	37	223	13
B	Clearing silt from side drains	500	0	344	76	—	—	344	76	15	24
C	Opening pits and covering in	2,880	0	1,430	42	218	12 <sup>r</sup>	1,648	54	1,231	46
D	Upkeep of ferry approaches	260	0	72	32	7	98 <sup>s</sup>	80	30	179	70
E	New double canoe for Illukmodara	600	0	552	64	—	—	552	64	47	36
E1	Repairs to ferry boat	580	0	191	4	—	—	191	4	388	96
F	Repairs to ferry boats	1,675	0	1,387	98	—	—	1,387	98	287	2
G	House of shelter	275	0	178	5	16	40 <sup>t</sup>	194	45	80	55
H	Waterworks maintenance	5,383	0	2,483	19	397	67	2,880	86	2,502	14
I	Upkeep of fountains	146	0	42	96	—	—	42	96	103	4
	Lake silt	3,000	0	2,542	33	56	63	2,598	96	401	4
	Scavenging streets	12,609	77	6,594	62	961	29	7,555	91	5,053	86

(a) Repairing manhole covers, Rs. 51·54; repairing pavements, Rs. 5·12; repairing barrel drain, Re. 1·50; clearing grating, Rs. 9·62; making and fixing 12 new gratings, Rs. 54·82; 11 cubes gravel excavated, transported, and spread for pavement, Rs. 14·90; overseer's pay, Rs. 5. Total—Rs. 142·50.

(b) 4 cubes metal broken and piled, Rs. 28·93; 5 cubes metal transported, Rs. 5; 24 cubes metal spread, Rs. 92·26; 16 cubes gravel excavated, transported, and spread, Rs. 13·81; 6½ miles side drains deepened, Rs. 91·91; 6 miles jungle cut, Rs. 42; 6½ miles sides reduced, Rs. 95; repairing tools, Rs. 19·44; repairing hand carts, Rs. 33·91; removing land slips, Rs. 3; building retaining wall, Rs. 39·29, cutting anthill, Re. 1·40; fixing valance tiles to band stand, Re. 1·50; transporting rubble stones, Lady Torrington road, Rs. 8·75; latching shed at quarry, 67 cents; laying stones on road, Rs. 6·07; overseer's pay, Rs. 8. Total—Rs. 490·94.

(c) 21 cubes metal broken and piled, Rs. 119·01; 19 cubes metal transported, Rs. 29·72; 2 cubes gravel transported and spread, Rs. 2·90; removing land slips, Rs. 5·69; forest overseer's charges, Rs. 34·50; building retaining wall, Rs. 121·83; overseer's pay, Rs. 8. Total—Rs. 321·65.

(d) 16½ cubes gravel excavated, transported, and spread, Rs. 45·57; 4½ miles side drains deepened, Rs. 63; 4 miles jungle cut, Rs. 23·80; 4½ miles reducing sides, Rs. 63; clearing grating, Rs. 4·40; repairing culverts, Rs. 5·25; cost of blasting materials, Re. 1·58; pay of overseer, Rs. 7. Total—Rs. 213·40.

(e) 20 squares whitewashing slaughter-house, Rs. 6·10; 20 squares whitewashing public latrine, shifting tiles, Town Hall, Rs. 21·93; concreting floor of latrine, Rs. 15·36; contingencies, Rs. 3·75; pay of overseer, Rs. 5. Total—Rs. 58·23.

(f) Repairing water carts, Rs. 14.

(g) 4 squares whitewashing market, Re. 1·10; repairing stalls, Rs. 39·56; whitewashing privy, 40 cents; whitewashing stalls, Rs. 3·10; 6½ cubes gravel excavated, transported, and spread, Rs. 10·88; clearing iron work of roof, Rs. 14·96; pay of overseer, Rs. 5. Total—Rs. 75.

(h) Pruning and watering trees, Rs. 39·31.

(i) Cost of tools, Rs. 43·45; cost of theodolite, Rs. 300. Total—Rs. 343·45.

- (j) Hire of bullocks for mowing machine and wages of cooly, Rs. 57·97; pay of overseer, Rs. 5. Total—Rs. 62·97.
- (k) Repairing wire fence and wooden railings, Rs. 28·40; 2 cubes gravel spread and side drains cleared, Ardanamaduwa road, Re. 1·35; contingencies, Re. 1·48. Total—Rs. 31·23.
- (l) Sweeping ground and weeding, Rs. 26·88; cost of two pruning knives, Rs. 3·26. Total—Rs. 30·14.
- (m) Cost of blasting materials, Rs. 75·64; wages of extra guards, Rs. 100·52, and extra diets, Rs. 21·50; cost of materials, Rs. 15; pay of loader, Rs. 9·75. Total—Rs. 222·41.
- (n) Repairs to public seats, Rs. 3·10.
- (o) Cost of one ventilating shaft, Rs. 60.
- (p) Cost of materials, Rs. 3·50; proportionate cost of store and line watchers, Rs. 54·11; 4·60 cubes dry rubble masonry, Rs. 92. Total—Rs. 149·61.
- (q) Repairing town clock, Rs. 25.
- (r) 168 cubes earthwork in opening pits, Rs. 146·46; 120 cubes earthwork in covering in pits, Rs. 52·65; clearing jungle and weeds, Re. 1·48; preparing manure, Rs. 13·45; opening new road, Rs. 4·08. Total—Rs. 218·12.
- (s) Clearing jungle and reducing sides, Ferry approach, Kundasale, Rs. 7·98.
- (t) Pay of caretaker, Rs. 12·40; 13 squares colour and whitewashing, Rs. 4. Total—Rs. 16·40.
- G. FRED BULTJENS,  
Superintendent of Works.
- Kandy, October 8, 1907.

#### Health Officer's Report for the Month of August, 1907.

*Scavenging.*—The scavenging of the town has been fairly well carried out during the month. The scavenging of some of the more busy streets—Colombo street, Castle Hill street, Brownrigg street—should have more attention in the evenings.

*Drainage.*—The surface drains were regularly cleared and the deep drains periodically flushed.

*Water supply.*—Good and sufficient.

*Alleys.*—The alleys remain much in the same unsatisfactory condition.

*Lavandries.*—Generally well kept.

*Dairies.*—All well kept.

*Bakeries.*—All fairly well kept.

*Market.*—Generally well kept. All food stuffs exposed for sale have been daily examined by me and found to be of good quality.

*Cattle passed during the month.*—Cattle, 527; buffaloes, 143; sheep, 137; goats, 230.

*Slaughter-house Exposing Sheds.*—Well kept.

*Coolie lines.*—Fairly well kept.

*Boutiques.*—All well kept.

*Night Soil Depôt.*—Well kept.

*Latrines.*—Generally well kept.

*General Health.*—Good. Four cases of chicken pox, one case of measles, and five cases of enteric fever were reported during the month. Every precaution was taken to prevent any further spread of the disease.

Kandy, September 5, 1907.

ANDERSON SMITH,  
Health Officer.

#### KANDY MUNICIPALITY.

EACH 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 on the spot in the order stated, under authority of section 21 of the Municipal Councils' Amendment Ordinance, No. 1 of 1896:—

*List K.*—Properties in Yatiniwara-Talwatta, on Tuesday, December 3, 1907, commencing at the first-named premises 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,  
JAMES JAYATILLEKE,  
Secretary.

The Municipal Office,  
Kandy, November 5, 1907.

#### LIST K.

##### Yatiniwara-Talwatta.

No.	Description of Property.	Reputed Owner.
36	Garden	W. Kiri Banda
37	Do.	T. M. Ukku Amma and Mudiyanse.
49	Hena	M. Rankira
56	Garden	Dingirihamy
58	Field	D. P. Kiri Banda.



### LOCAL BOARD NOTICES.

UNDER the provisions of the 11th and 12th sections of the Local Board of Health and Improvement Ordinance, No. 13 of 1898, I hereby give notice of my intention to hold a meeting at the Matara Kacheheri on Tuesday, December 3, 1907, at 1 P.M., for the election of three Unofficial Members to serve on the Board of Health and Improvement of the town of Matara for the space of two years, from January 1, 1908, to December 31, 1909.

C. M. LUSHINGTON,  
Government Agent.

Galle Kacheheri,  
October 31, 1907.

### ROAD COMMITTEE NOTICES.

#### Dotale Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

DOTALÉ ROAD (between Wattégama near Railway bridge and Elkaduwa).

(Estimate No. 258 of 1907.)

Government moiety .. Rs. 1,195  
Private contributions .. Rs. 1,201

1st to 3rd section, 2.53 miles.

Total acreage, 5,147—Moiety of cost, Rs. 371.40—  
Sectional rate, .0721c.—Total rate, .0721c.

		Amount.	
Proprietors or Agents	Estates.	Acreage.	Rs. c.
Mackwood & Co...	Inchstelly	.. 110 ..	7 96
H. A. Beachcroft ..	Muttotte	.. 40 ..	2 92

1st to 7th section, 6.53 miles.

Total acreage, 4,997—Moiety of cost, Rs. 587.20—  
Sectional rate, .1175c.—Total rate, .1896c.

E. G. Simpson ..	Simpson's land	150 ..	28 48
Colombo Commercial Company Limited (J. G. Wardrop) ..	Hunasgiriya	1,250 ..	237 4

1st to 8th section, 7.53 miles.

Total acreage, 3,597—Moiety of cost, Rs. 146.80—  
Sectional rate, .0408c.—Total rate, .2304c.

S. Velepillai and Sons ..	Tanahena	.. 52 ..	12 2
G. A. Mackenzie ..	Tallingamaddé	75 ..	17 32

Proprietors or Agents.	Estates.	Acreage.	Amount. R. c.
------------------------	----------	----------	---------------

1st to 9th section, 8.18 miles.

Total acreage, 3,470—Moiety of cost, Rs. 95.42—  
Sectional rate, .0275c.—Total rate, .2579c.

Bosanquet & Co...	Algooltenna, Happuwidde, Kitulgalla, Dotalla, Elkaduwa	1,774 ..	457 55
F. J. Hadden ..	Halgalla and Hunugalla	.. 724 ..	186 75
E. G. Beilby ..	Weygalla	.. 344 ..	88 75
H. L. Anley ..	Mahatenna	.. 381 ..	98 29
Geo. Steuart & Co.	Galgawatta	.. 247 ..	63 74
			<u>1,200 82</u>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 20, 1907.

	Rs. c.
N.B.—Private contributions ..	1,201 0
Unexpended balance, 1906..	0 18

Amount to be recovered in 1907 .. 1,200 82

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, October 30, 1907.

#### Kadugannawa-Gampola Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the Kadugannawa-Gampola road, for the term ending December, 1909:—

Messrs. A. H. Thomas (Chairman), O. C. Shelton Agar, W. Macgregor, S. J. Rammell, and W. W. Stevens.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, October 25, 1907.

**DUCKWARI-COTTAGANGA ROAD.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

**DUCKWARI-COTTAGANGA ROAD.**

(Estimate No. 259 of 1907.)

Government moiety .. Rs. 423.00  
Private contributions .. Rs. 425.13

1st section,  $\frac{1}{2}$  mile.

Total acreage, 2,084—Moiety of cost, Rs. 121.47—  
Sectional rate, .0582c.—Total rate, .0582c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Rangala Tea Co. (W. Sinclair)	Ranwella	200	10 57
1st to 4th section, $1\frac{1}{2}$ mile.			
Total acreage, 1,884—Moiety of cost, Rs. 303.66— Sectional rate, .1611c.—Total rate, .2193c.			
Galaha Ceylon Tea Estates and Agency Company, Limited (H. G. Eccles)	Cottaganga	590	115 23
M. L. Wilkins	Gonawela	560	109 38
C. J. Pattenson	New Tunisgala and Girindilla	734	161 5
			Rs. 396 23

N.B.—Private contributions .. Rs. 425 13  
Unexpended balance, 1906 .. ,, 28 90

Amount to be recovered in 1907 Rs. 396 23

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 21, 1907.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, October 31, 1907.

**DARRAWELLA-ANNFIELD ROAD.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1907, 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. 281 of 1907.)

Government moiety .. Rs. 747.00  
Private contributions .. Rs. 750.75

1st section, 32.85 lines.

Total acreage, 2,464—Moiety of cost, Rs. 119.06  
Sectional rate, .0483c.—Total rate, .0483c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Hon. Mr. J. N. Campbell	Darrawella	615	2 729

Proprietors or Agents. Estates. Acreage. Amount. Rs. c.

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

Total acreage, 1,849—Moiety of cost, Rs. 136.27.  
Sectional rate, .0737c.—Total rate, .1220c.

Carson &amp; Co. Hadley 228 27 84

1st to 3rd section, 1 mile, 32.56 lines.

Total acreage, 1,621—Moiety of cost, Rs. 54.07—  
Sectional rate, .0333c.—Total rate, .1553c.

D. Kerr Invery 513 79 69

R. H. S. Scott Ottery (excluding Stamford Hill) 243 37 76

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

Total acreage, 865—Moiety of cost, Rs. 142.47—  
Sectional rate, .1647c.—Total rate, .3200c.

R. H. S. Scott Ottery (Stamford Hill division) 138 44 19

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

Total acreage, 727—Moiety of cost, Rs. 46.33—  
Sectional rate, .0637c.—Total rate, .3837c.

A. Craib St. Leys 130 49 91

1st to 6th section, 3.50 miles.

Total acreage, 597—Moiety of cost, Rs. 171.66—  
Sectional rate, .2875c.—Total rate, .6712c.

Cumberbatch &amp; Co. Annfield 289 194 0

Do. Rahanwatta 308 206 25

669 86

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 25, 1907.

N.B.—Private contributions .. Rs. 750 75  
Unexpended balance, 1906 .. ,, 80 89

669 86

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, November 4, 1907.

**DOLOSBAGE ROAD.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

DOLOSBAGE ROAD (second section to Barnagala Gap)

(Estimate No. 268 of 1907.)

Government moiety .. Rs. 1,824. 0  
Private contributions .. Rs. 1,833.17

1st section, 1 mile.

Total acreage, 12,222—Moiety of cost, Rs. 293.31—  
Sectional rate, .0239c.—Total rate, .0239c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Craighead Tea Company	Cholankandie	294	7 19

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
1st to 3rd section, 3 miles.			
Total acreage, 11,928—Moiety of cost, Rs. 536-62—			
Sectional rate, '0491c.—Total rate, '0730c.			
J. Aymer and heirs of J. Allan	.. Monte Christo	.. 260	.. 19 15
1st to 4th section, 4 miles.			
Total acreage, 11,668—Moiety of cost, Rs. 293-31			
Sectional rate, '0251c.—Total rate, '0981c.			
Craighead Tea Com- pany	.. Craighead	.. 744	.. 73 15
1st to 5th section, 5 miles.			
Total acreage, 10,924—Moiety of cost, Rs. 293-31—			
Sectional rate, '0268c.—Total rate, '1249c.			
G. Steuart & Co.	.. Hillside	.. 351	.. 44 0
Do.	.. Paragalla	.. 418	.. 52 37
C. Mackwood & Co.	.. Raxawa	.. 316	.. 39 63
1st to 6th section, 6 miles.			
Total acreage, 9,839—Moiety of cost, Rs. 293-31—			
Sectional rate, '0298c.—Total rate, '1547c.			
C. Laing	.. Mossville	.. 436	.. 67 61
Do.	.. Malgolia and Madulhena	.. 460	.. 71 33
Tea Corporation, Ltd. (Mr. For- syth, Agent)	.. Pen-y-lan	.. 920	.. 142 49
Kellie Tea Planta- tion Company	.. Kellie Group	.. 1,000	.. 154 87
W. B. Swan	.. Tamaravelly	.. 1,351	.. 209 16
1st to 7th section, 6½ miles.			
Total acreage, 5,672—Moiety of cost, Rs. 73-26—			
Sectional rate, '0129c.—Total rate, '1676c.			
Mackwood & Co.	.. Barnagala and Alagalla	.. 846	.. 141 95
M. Elton Lane	.. St. Catherine	.. 433	.. 72 74
Ederapola Tea Com- pany	.. St. Helen	.. 303	.. 50 96
Boustead Brothers	.. Gallenmudana and Græme	.. 1,292	.. 216 71
Do.	.. Kintore	.. 200	.. 33 69
Do.	.. Meanagala	.. 375	.. 63 3
Do.	.. Windsor Forest	.. 1,109	.. 186 4
Do.	.. St. Rumbolds	.. 170	.. 28 66
The Galaha Ceylon Tea Estate and Agency Co., Ltd.	.. Kelvin	.. 944	.. 158 39
			Rs. 1,833 12

Which sums the proprietors managers, or agents, of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 26, 1907.

	Rs. c.
N.B.—Private contributions	1,833 17
Unexpended balance, 1906	0 5
Amount to be recovered in 1907	1,833 12

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, November 5, 1907.

#### Dikoya Branch Roads.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above roads will be held at Norwood on Thursday, November 14, 1907, at 3.30 P.M., to consider and report to the Provincial Committee with regard to—

- (1) The acreage of the land belonging to each estate.
- (2) The sections used by each estate.
- (3) The names of the proprietors, resident managers, or superintendents and of the agents of each estate—

for an assessment on the following contributions on the maintenance estimates for 1907:—

	Rs. c.
Norwood-Campion road	3,778 89
Bathford Valley road	1,401 0
Wanarajah road	950 75

J. G. PALMER,  
Chairman, Local Committee.

Fordyce Estate,  
Dikoya, November 3, 1907.

#### Koslanda-Poonagala Road.

NOTICE is hereby given that the following persons have been elected Members of the Local Committee for the Koslanda-Poonagala road under "The Branch Roads Ordinance, 1896," for the term of two years ending September 1, 1909:—

Messrs. R. G. Coombe (Chairman), W. Coombe, and E. F. Taylor.

H. WHITE,  
Chairman.

Provincial Road Committee's Office,  
Badulla, October 26, 1907.

### TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of the Trade Marks Ordinances, 1888 to 1904, as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Freudenberg & Company of 29, 30, 31, and 32, Chatham street, Fort, Colombo, who claim to be the proprietors thereof, have applied for the registration of the following Trade Mark in their name in respect of Lamps and Chimneys in Class 50, section 10, in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the device, as per illustration, consisting of a crescent and stars, surrounded by two circles with an inscription between them; and the applicants disclaim their right to the exclusive use of the added matter. The notification dated September 28, 1907, and published in the Gazette dated October 4, 1907, is hereby cancelled.

Registrar-General's Office,  
Colombo, November 5, 1907.

P. ARUNACHALAM,  
Registrar-General.

## 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,

HUGH CLIFFORD,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, November 5, 1907.

BENGAL.—No. 464.

*Pacific Ocean, South—New Caledonia—Port Noumea approach—Beacon on Amedee shoal replaced.*

The British Admiralty has given notice (No. 1,264 of 1907) that the beacon marking Amedee shoal has been replaced.

Also that the buoy marking Thisbe shoal is coloured red and is surmounted by a cone.

Approximate position, Amedee shoal: lat.  $22^{\circ} 28\frac{1}{2}'$  S., long.  $166^{\circ} 27\frac{3}{4}'$  E.

This notice affects the following Admiralty Charts:—Uen island to St. Vincent bay, No. 2,907; Approaches to Port Noumea, No. 2,069; also, Pacific Islands, vol. II., page 315.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL No. 465.

*Pacific Ocean, South-west—Eromanga Island—Dillon bay—Leading beacons erected.*

The British Admiralty has given notice (No. 1,268 of 1907) that two white beacons have been erected on the north point of the river entrance in Dillon bay.

The front beacon is situated approximately S.  $85^{\circ}$  W., distant  $\frac{1}{2}$  cable from the south end of the Mission house.

The rear beacon bears East, distant about  $\frac{1}{4}$  cable from front beacon.

When the beacons are in line and bearing East they lead up to the anchorage.

If a ship is expected, or sighted at night, the Missionary stationed in Dillon bay places a white light on each of the beacons. The lights can be seen a considerable distance from seaward.

A flagstaff stands about midway between and a little to the southward of the beacons in line.

Approximate position, lat.  $18^{\circ} 47\frac{1}{2}'$  S., long.  $168^{\circ} 58'$  E.

Variation,  $9^{\circ}$  easterly in 1907.

This notice affects the following Admiralty Charts:—New Hebrides isles, with plan of Dillon bay, No. 134; also Sailing Directions for Pacific Islands, vol. II., page 406; and List of Lights, Part VII., page 106.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL No. 466.

*Philippine Islands, West—Sulu sea—Breakers reported.*

The British Admiralty has given notice (No. 1,299 of 1907) that the Master of the British ss. Cape Antibes reports having passed in the Sulu sea a patch of breaking water in approximately lat.  $8^{\circ} 28'$  N., long.  $120^{\circ} 20'$  E.

No soundings appear to have been taken in the vicinity.

This notice affects the following Admiralty Charts:—China sea, No. 1,263; Moluacc passage to Manila, No. 943; Palawan island, No. 967; Sulu or Mindoro sea, eastern part, No. 2,578; also, Eastern Archipelago, part I., 1902, page 91.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 467.

*Africa, East Coast—Pemba island—Msuka bay—Beacon not visible.*

The British Admiralty has given notice (No. 1,305 of 1907) that the beacon near Msuka is not visible from seaward, which renders the approach to this harbour difficult.

Approximate position, lat.  $4^{\circ} 55\frac{1}{2}'$  S., long.  $39^{\circ} 43'$  E.

This notice affects the following Admiralty Charts:—Chale point to Pangani, No. 1,390; west coast of Pemba island, No. 1,812; also Africa Pilot, part III., 1905, page 446.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 468.

*China, East Coast—Wusung river—Light buoy established.*

The British Admiralty has given notice (No. 1,307 of 1907) that a gas-lighted buoy, painted in red and black vertical stripes, and surmounted by a conical superstructure, has been established in 10 feet of water in a position from which Wusung light bears S.  $67\frac{1}{2}^{\circ}$  W., distant one mile. It shows an occulting red light every eight seconds, thus:—Light, four seconds; eclipse, four seconds.

The temporary light and buoy have been discontinued.

Approximate position, lat.  $31^{\circ} 23\frac{1}{2}'$  N., long.  $121^{\circ} 30\frac{1}{2}'$  E.

Variation,  $2^{\circ}$  westerly in 1907.

This notice affects the following Admiralty Charts:—Approaches to the Yang-tsi-Kiang, No. 1,602; Shanghai to Nanking, No. 2,809; approaches to Wusung river, No. 3,585; Wusung river, No. 1,601; also, China Sea Directory, vol. III., page 413; and Supplement, 1907, page 71.

ST. L. S. WARDEN, Comdr., R. I. M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 469.

*India, West—Bombay Coast—Jaigarh light—Normal character resumed.*

With reference to notice to Mariners No. 374, dated August 9, 1907, issued by this office, the Bombay Government has given further notice (No. 112 of 1907) that defects have been repaired, the normal character (white occulting every twenty-five seconds) of Jaigarh outer light was resumed on September 22, 1907.

'Report of irregular' should therefore be expunged from the Charts.

Approximate position:—

Latitude	..	$17^{\circ} 18'$ N.
Longitude	..	$73^{\circ} 11'$ E.

This notice affects the following Admiralty Charts :—Indian Ocean, No. 748b ; Arabian sea, No. 1,012 ; Karachehi to Vengurla, No. 826 ; Gulf of Kutch to Viziadrag, No. 2,736 ; Boria Pagoda to Achra river, No. 739 ; Jaigarh, No. 247 ; also List of Lights, part VI., 1907, No. 250 ; and West Coast of Hindustan Pilot, 1898, page 181 ; and Supplement, 1903, page 15.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 470.

India, West—Bombay coast—Sunken cargo boat off Rajpuri.

The Bombay Government has given notice (No. 113 of 1907) that the Master of the ss. Onipenta reports having observed a sunken cargo boat with bow and stern, also one mast showing about three feet above water, in about 16 fathoms of water, with Rajpuri Point bearing S. 76° E. (true), distance about 16½ miles.

On the stern the following marks were observed :—K. R. F. 23.

The wreck appear to be drifting to the southward. Mariners are hereby warned.

Approximate position :—

Longitude .. 72° 39' E.  
Latitude .. 18° 21' N.

This notice affects the following Admiralty Charts :—Kundari to Boria Pagoda, No. 738 ; Karachi to Vengurla, No. 826 ; and Viziadrag to Cochin, No. 2,737 ; also, West Coast of Hindustan Pilot, fourth edition, 1898, page 188.

ST. L. S. WARDEN, Comdr., R.M.I.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 471.

India, South-east—Coromandel coast—Palk Strait—New beacons erected on the mainland of Madapum and at the port of Tondi.

The following notice to Mariners (No. 114 of 1907) issued by the Bombay Government is republished for general information :—

Information dated September 23, 1907, has been received from the Port Officer, Paumban, of the erection of the following beacons useful for navigation :—

	Position.		Height in feet.
	Latitude N.	Longitude E.	
Port of Tondi :—			
North Beacon	9° 45' 00"	79° 01' 00"	15
South Beacon	9° 44' 00"	79° 00' 30"	15

On the main land of Madapum :—

North Beacon	9° 17' 10"	79° 09' 09"	27
South Beacon	9° 16' 35"	79° 08' 50"	27

The beacons are coloured white, made of masonry, and indicate the limits of their respective ports.

This notice affects the following Admiralty Charts :—Palk Strait and Gulf of Manar, No. 68a ; and Approaches to Paumban Pass No. 3,581 ; also West Coast of Hindustan Pilot, fourth edition, 1898, page 0 ; land Bay of Bengal Pilot, third edition, 1901, pages, 134 and 136.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 472.

India, West—Bombay coast—Murdeswar buoy replaced.

With reference to Notice to Mariners No. 279, dated June 17, 1907, issued by this Office, the Bombay

Government has given further notice (No. 115 of 1907) that the Murdeswar buoy was replaced on September 20, 1907.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 473.

India, West—Bombay coast—Bhatkal buoy replaced.

With reference to Notice to Mariners No. 280, dated June 17, 1907, issued by this office, the Bombay Government has given further notice (No. 116 of 1907) that the Bhatkal buoy was replaced on September 15, 1907.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 474.

Australia—Torres strait, western entrance—Position of Varzin shoal.

The Port Master, Brisbane, has given notice (No. 10 of 1907) that the position of Varzin shoal is [S. 79° W., four (4) cables from the position shown on Admiralty Chart No. 437, lat. 10° 32½' S., long. 141° 55½' E. :—

Booby Island Lighthouse .. S. 2½° W. 3.6 miles.

Bampfild Point—right extreme .. S. 52½° E.  
Goode Island Lighthouse .. S. 89½° E.  
White Rocks .. N. 53° E.

Least water 2½ fathoms L.W.O.S.

Charts affected : Nos. 437, 447, 1,043, 2,354, and 2,375, 2,759A ; Australia Directory, vol. II., 5th edition, 1898, page 470.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 475.

Australia—Torres strait—Position of Merkara shoal.

With reference to Notice to Mariners No. 446, dated October 1, 1907, issued by this Office, the Port Master, Brisbane, has given further notice (No. 11 of 1907) that the position of Merkara shoal is lat. 10° 30' 10" S., long. 141° 12' 24" E. least water, three (3) fathoms L.W.O.S. This shoal is about three (3) cables in extent.

Charts affected : Nos. 447, 1,043, 2,354, 2,759A ; Australia Directory, vol. II., 5th edition, 1898, page 554.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

BENGAL—No. 476.

Bay of Bengal—Orissa coast—False Point anchorage—Depth of water at the buoys.

The Port Officer, Cuttack and Balasore ports, has given notice, dated October 16, 1907, of the following depth of water at the buoys :—

	Feet.
Inner Ridge buoy	.. 12½
Reddee flat buoy	.. 11
Outer Ridge buoy	.. 18
Inner Spit buoy ..	.. 15
Outer Spit buoy ..	.. 18
Fairway buoy ..	.. 27
Anchorage ..	.. 24
Boat channel ..	.. 1½

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, October 18, 1907.

**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.	(Vano.	Trunk Cinchona.	Branch Cinchona.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Pinnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Garda-noms.	Rbony.	Pumbugo.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Napan-wood.	Orchilla.	Kitul Fibre.	Beer.	Horns.		
<b>COLOMBO.</b>																														
ss. Lord Curzon	28-10	Australia			205976	1								1100*		98048	956		311			121136								
ss. Calchas	28-10	London			156737	147				112960		3008		1200†			956					197 896								
ss. Derbyshire	28-10	London			403181					135425		4597		3000			1299					190 566								
ss. Kogoshima Maru	28-10	Japan			593982					51115	2001	3007		12625†			1007		22			100 2246								
ss. Bingo Maru	29-10	London			330438														503											
ss. Kiev	29-10	Vladivostok			276614																									
ss. Palawan	29-10	London			99748																									
ss. Malta	29-10	Bombay			18960					293																				
ss. Isla de Panay	29-10	Manila			1600																									
ss. Austria	29-10	Trieste			18998																									
ss. City of Banares	30-10	London			334065	3																								
ss. Statesman	30-10	London			375559	90				179545				20417§																
ss. Kawachi Maru	30-10	London			386807	174		7264		119435	4002			12800								118 492								
ss. Chamlaclahan	31-10	London			105126									3265																
ss. Cheshire	31-10	London			830112	76				68060				2007																
ss. Java	1-11	London			412542									8687**																
ss. Ophir	1-11	Australia			78388									22400††																
ss. Trieste	1-11	Trieste			11138																									
ss. Oruba	1-11	London			250683	130								5000																
ss. Oanfa	1-11	Pacific Ports			23020																									
ss. Selesia	2-11	Kobe			1280																									
ss. Prinz Heinrich	2-11	Bremen			6280																									
ss. Mazagon	2-11	Calcutta								45750				32500††																
<b>GALLE.</b>																														
Nil																														

\* Chips 9,520 lb. † Chips 7,398 lb. ‡ Chips 9,032 lb. § Chips 586. || Chips 13,899 lb. ¶ Chips 34,322 lb. \*\* Chips 400 lb. †† Chips 1,000 lb. ††† Chips 6,440 lb.

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

TO COLOMBO :-		TO GALLE :-	
From Tuticorin	Bags.	From Calcutta	Bags.
Calcutta	15,653	Southern India	5,652
Amnapatam	30,082		
Rangoon	33		
Valangany	4,338		
China	448		
Singapore	2,464		
Bombay	601		
Karachi	260		
Adrapatam	126		
	3,045		
<b>Total</b>	<b>57,080</b>	<b>Total</b>	<b>5,652</b>

H. M. Customs.  
Colombo, October 28, 1907.

R. O. DE SARAM,  
for Principal Collector.

THE under-mentioned goods having been left in the Import and Bonded Warehouses beyond the time allowed by law, notice is hereby given that unless the same be cleared they will be sold by public auction on Monday, November 25, 1907, at noon:—

Date of Landing.	Entry No. and Date.	Vessel.	From	Marks and Numbers.	Description.
REMOVED TO NO. 5, BONDED WAREHOUSE.					
1906. October 15	1906. 25 of Nov. 1	ss. Goorkha	London	D D S, 110 in a diamond, # 3	1 case
1907. March 17	1907. 488 of April 5	ss. Nyanza	China	M. T. Vandort	1 case
April 6	266 of July 3	ss. Clan Mackay	Calcutta	H M, 65 in a diamond	1 case
April 19	826 of May 10	ss. Clan Gordon	Liverpool	A. Lay	1 package
April 25	825 of May 10	ss. Omrah	Australia	V B upon C	1 package
May 2	2,630 of May 28	ss. Ugina	Calcutta	H. Johnson, care of H. W Cave & Co.	1 case
May 18	415 of June 6	ss. Sirsa	Bombay	Messrs. Robert & Co., No. 22, Prince street	1 package
May 30	350 of July 3	ss. Candia	London	Colombo in a diamond or J S L K, 1,018 in a diamond	15 barrels cement
June 14	2,309 of June 28	ss. Clan McLaren	Liverpool	B M & Co, I L M in a diamond #	1 bale
June 20	523 of July 5	ss. Oruba	Australia	V B C upon # 167	1 package
July 1	1,162 of July 13	ss. Worcestershire	Liverpool	A V, S & J in a diamond, # 4	1 case
July 1	1,916 of July 20	ss. Rajaput	Java	L H	1 package
July 2	2,405 of July 29	ss. Purnea	Tuticorin	J H	50 bags
PARCELS WAREHOUSE.					
—	—	—	—	Nil	7 bags manure
—	—	—	—	—	A quantity of empty tins
—	—	—	—	O L M A in a diamond	1 empty drum
—	—	—	—	Nil	1 pipe
—	—	—	—	Nil	2 pieces iron
—	—	—	—	—	1 case liquor
—	—	—	—	—	1 case provisions
—	—	—	—	—	20 bundles iron
February 2	—	ss. Salazie	China	S A T N in a diamond	1 case liquor
February 28	—	ss. Derbyshire	Liverpool	G F H in a diamond	1 empty case
March 20	—	ss. Marmora	Australia	J H upon C	1 empty case
July 10	—	ss. Somali	London	F C W, 319 in a diamond	1 empty case
H WAREHOUSE.					
February 24	—	ss. Moldavia	London	W C upon C in a diamond or nil	1 bundle chaff
March 6	—	ss. Britannia	Australia	C in a diamond	1 package chaff
March 20	—	ss. Marmora	do.	J H	1 empty case
May 1	—	ss. Himalaya	do.	J H in a diamond or nil	1 bag oats
NEW IRON SHED OR B WAREHOUSE.					
July 28	—	ss. Nile	London	W in a triangle	1 bag manure
I WAREHOUSE.					
March 18	—	ss. Derbyshire	Rangoon	Nil	9 bags peas
April 2	—	ss. Cheshire	do.	Nil	4 bags grain
April 2	—	do.	do.	Nil	1 bag paddy
April 4	—	ss. Colombo Maru	Madras	K O in a diamond	5 bundles tea shooks
April 9	—	ss. Pundua	Tuticorin	Nil	1 bag poonac
April 18	—	ss. Kawachi Maru	China	Nil	1 bundle tea shooks
June 24	—	ss. Muki Maru	Madras	Nil	1 bag bones
J WAREHOUSE.					
February 8	—	ss. Scalda	Rangoon	Nil	3 bags rice
K WAREHOUSE.					
April 30	—	ss. Purnea	Tuticorin	S V	1 bag coriander seed



Date. of Landing.	Entry No. and Date.	Vessel.	From	Marks and Numbers.	Description.
July	26	ss. Kanagawa Maru	Japan ..	C in a circle	1 bundle tea shooks
			Q WAREHOUSE.		
May	3	ss. Tamba Maru ..	Japan ..	Nil	1 bundle tea shooks
June	4	ss. Clan Murray ..	Liverpool.	Nil	1 bundle tea shooks
			TRANSHIPMENT WAREHOUSE.		
1906.					
February	10	ss. Mooltan ..	London ..	Nil	1 case
Dec.	1	ss. China ..	do. ..	Nil	1 chair
December	8	ss. Tonkin ..	Marseilles	Nil	1 chair
1907.					
February	20	ss. Mongolia ..	Australia	Miss Macrean	3 chairs
		do. ..	do. ..	Nil	1 chair
					2 bags grain

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

B. CONSTANTINE,  
for Principal Collector.