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

PART III.—Provincial Administration.
PART IV.—Land Settlement.
PART V.—Mercantile, Marine, Municipal, Local, &c.

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF G. F. NELL & COMPANY, LIMITED.

1. The name of the Company is "G. F. NELL & 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 acquire from Mr. G. F. Nell (Motor and General Engineer) as a going concern, as from August 1, 1909, his business known as The Union Cycle and Engineering Works, carried on at Nos. 3 and 4, Union place, Colombo, with the good-will thereof, leasehold of buildings and premises, machinery, plant, motor cars, furniture and office fittings, tools, implements, and stock-in-trade and effects, &c., belonging thereto.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal movable or immovable property, privileges, and easements and concessions, and any workshops, machinery, plant, motor cars, tools, implements, stock-in-trade, stores, effects, and other property of any kind.
 - (3) To carry on the business of motor and general engineers, mechanical engineers, manufacturers of agricultural implements and other machinery, machine and engineering tool makers, brassfounders, machinists, metal workers, iron and steel converters, wood workers, carpenters and electrical engineers, and to buy, sell, erect, take down, manufacture, repair, convert, let on hire and deal in engines, motor cars, motors, machinery, plant, implements, tools, utensils, patterns, conveniences, and hardware of all kinds.

- (4) To carry on, and transact the business of carriers of passengers, mails, and goods by land or by water, by means of vehicles and vessels mechanically or otherwise propelled, on roads and rivers, canals, lakes, or other waters; and of forwarding agents, proprietors, manufacturers, importers, and repairers of engines, motor cars, motors, whether propelled by steam, electricity, oil, petroleum, or otherwise, tricar, motor cycles, bicycles, tricycles, lorries, vans, drags, charrs-a-banc, omnibuses, carts, carriages, and vehicles of any description whatsoever; and of boats, barges, tugs, launches, and vessels of any description, whatsoever; and to purchase, take in exchange, hire, or otherwise acquire, hold, and let on hire, motor cars, tricar, motor cycles, bicycles, tricycles, lorries, vans, drags, charrs-a-banc, omnibuses, carts, carriages, vehicles of any description whatsoever, boats, barges, tugs, launches, and vessels of any description whatsoever, and stock-in-trade, chattels, and effects required for the maintenance and working of the business of carriers, of passengers, mails and goods by land or by water or of any other business which can or may be carried on in connection with the above respectively.
- (5) To construct, maintain, lay down, carry out, work, sell, let on hire, and deal in telephones and telegraphs and all kinds of work, machinery, apparatus, conveniences, and things capable of being used in connection with telephones and telegraphs and the transmission of telephone and telegraphic communications and messages and in particular any cables, wires, lines, stations, exchange accumulators, lamps, metres, and engines.
- (6) To acquire or establish and carry on any other business or operations, manufacturing, commercial or otherwise, which the Company may think directly or indirectly conducive to any of its objects or capable of being conveniently carried on in connection with the above-mentioned businesses or any of them; and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (7) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any corporation or company, person or persons carrying on any business which this Company is authorized to carry on or possessed of property suitable for the purposes of the Company. And to pay for any such property or business or for any services rendered or to be rendered to the Company in shares (to be treated as either wholly or partly paid up) or debentures or debenture stock of the Company or entirely in money or partly in shares or debentures or debenture stock and partly in money. And for any such purpose to make and enter into any contract, agreement, or arrangements, and to undertake any liabilities.
- (8) To amalgamate, unite, or co-operate or enter into partnership, or into any arrangement for sharing profits, for union of interests, or for reciprocal concession or co-operation, either generally or to or for any limited extent or for a period determinable, continuous, or otherwise with any corporation, company, person or persons already or hereinafter to be established for or engaged in objects which are or shall be within the scope of or connected with any of the objects of 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 share or securities.
- (9) To promote any other company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company or of advancing directly or indirectly the objects or interest thereof or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares, stocks, or obligations of any such company or any other company having objects altogether or in part similar to those of this Company, and also to purchase, acquire, and hold any interest in or shares or stocks of any companies in the United Kingdom, Ceylon, or elsewhere, carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such companies, and upon a distribution of assets or division of profits to distribute any such shares, stock, or obligations amongst the members of this Company in specie.
- (10) To invest, lend, or otherwise deal with the moneys of the Company not immediately required upon such security or without security and in such manner as may from time to time be determined, and in particular to lend money to customers and to other parties dealing with the Company, and to guarantee the performance of contracts by any such persons and generally to transact financial business of all kinds.
- (11) 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.
- (12) 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.
- (13) 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.

- (14) 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.
- (15) To make, accept, endorse, issue, and execute promissory notes, bills of exchange, warrants, debentures, bills of lading, and other negotiable or transferable instruments.
- (16) 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.
- (17) To provide for the welfare of persons in the employment of the Company or formerly in their employment, and the widows and children of such persons and others dependent upon them, by granting money or pensions, subscribing to sick or benefit clubs or societies, or otherwise as the Company shall think fit, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or any public, general, or useful object.
- (18) To procure the Company to be registered in the Island of Ceylon and if and when desired elsewhere, or to establish and regulate in the United Kingdom, Ceylon, or in the Colonies, or elsewhere abroad agencies for any of the purposes of the Company.
- (19) To sell, let, underlet, 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.
- (20) To pay for any lands, 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 partly paid up, or fully paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up, or partly paid up, for such purpose.
- (21) 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, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether partly paid up or fully paid up) of any company or the debentures or debenture stock or obligations of any company or person or partly one or partly any other.
- (22) To distribute among the Shareholders in specie any property of the Company, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (23) To do all or any of the above things in any part of the world and as principals, agents, contractors, or otherwise, and either alone or in conjunction with others either by or through agents, sub-contractors, trustees, corporations, or otherwise.
- (24) 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 the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The authorized capital of the Company is Two hundred and Fifty thousand Rupees divided into Ten thousand shares of Twenty-five Rupees each, with power to increase or reduce the capital. The shares forming the capital of the Company may be divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and-Addresses of Subscribers.	Number of Shares taken by each Subscriber.
DAVID ROCKWOOD, "Fountain House," Colombo	One
GEO. FRED. NELL, "Union Lodge," Colombo	One
PERCY H. FRADD, "Fountain House," Colombo	One

Witness to the signatures of DAVID ROCKWOOD, GEO. FRED. NELL, and PERCY H. FRADD, at Colombo, this Thirty-first day of May, 1909 :

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

W. B. KELAART, 14, Regent street, Colombo	One
S. C. PAUL, Ward place, Colombo	One
T. W. COLLETTE, Bambalapitiya, Colombo	One

Witness to the signatures of W. B. KELAART, S. C. PAUL, and T. W. COLLETTE, at Colombo, this First day of June, 1909 :

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

J. R. GREVE, "Maradana Villa," Colombo One

Witness to the signature of J. R. GREVE, at Colombo, this Third day of June, 1909 :

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF G. F. NELL & COMPANY, LIMITED.

REGULATIONS.

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.

PRELIMINARY.

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

Company.—The word "Company" means "G. F. Nell & 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 to 1907," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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 attorney.

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire from George Frederick Nell the business now carried on by him at Colombo under the name and style of G. F. Nell, The Union Cycle and Engineering Works; and shall proceed to carry on and develop such business and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall deem 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 Directors a sufficient number of shares shall have been subscribed or applied for. And shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and representation of the Company and the purchase above referred to.

5. *Conduct of business.*—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 the General meetings in accordance with these presents.

CAPITAL.

6. *Nature and amount.*—The authorized capital of the Company is Two hundred and Fifty thousand Rupees divided into Ten thousand shares of Twenty-five Rupees each, and the original issue of shares One hundred Thousand rupees.

INCREASE OF CAPITAL.

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

8. *Same as original capital.*—Any capital raised by the creation of new shares shall, subject as aforesaid, be considered part of the original capital, and shall accordingly be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL.

9. *Reduction of capital.*—The Company may from time to time, by special resolution and as provided by law, reduce its capital, and may consolidate or subdivide any of its shares which have not been taken or agreed to be taken by any person.

Paid up capital may be returned upon the footing that the amount may be called up again or otherwise.

ORIGINAL SHARES.

10. *Control.*—After allotment to the said George Frederick Nell or his nominee of fully paid shares of the Company in payment or part payment of the purchase price of the said business of G. F. Nell, The Union Cycle and Engineering Works, the remaining shares shall be under the control of Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions as the Directors think fit.

11. *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.

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

13. *Interest on unpaid amounts.*—If before, or on, the day appointed for payment any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest for the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment.

14. *Unissued shares.*—The Directors 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 unissued shares in payment of any movable or immovable property acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

NEW SHARES.

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

16. *Issue.*—All new shares shall be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the amount of the existing shares held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the same 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 that the Directors may, at their discretion, allot any new shares in payment for any movable or immovable property acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

17. *Premium.*—The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

PREFERENCE AND DEFERRED SHARES.

18. *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 guarantee, or any such right of preference, whether in respect of dividend or of repayment 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.

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

20. *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 five Members personally present and entitled to vote at the meeting.

SHARE CERTIFICATES.

21. *Certificates.*—The certificates of title to shares shall be issued under the seal of the Company, and signed by two or more Directors or by one Director and the Secretary or Secretaries for the time being, or in such other manner as the Directors shall prescribe.

22. *How issued.*—Every Member shall be entitled to one certificate for all the shares registered in his name or to several certificates, each for a part of such shares; and every certificate of shares shall specify the number of shares in respect of which it is issued, the class, and the amount paid up thereon or credited thereto.

23. *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 deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate.

24. *Fee for same.*—Such sum (if any) not exceeding Fifty cents as the Directors may determine shall be paid to the Company for every certificate so issued in the place of a certificate lost or destroyed.

25. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 40.*—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 40 to become a Shareholder in respect of any share.

JOINT-HOLDERS.

26. *Certificate to the first named.*—The certificate of shares registered in the names of two or more persons shall be delivered to the person first-named in the register in respect thereof.

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

28. *Survivor only recognized.*—In case of the deaths 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.

29. *Liability of joint-holders.*—Joint-holders shall be severally as well as jointly liable for all instalments and calls in respect thereof.

CALLS.

30. *Directors may make calls.*—The Directors may from time to time make such calls as they think fit upon the Members in respect of all moneys unpaid on the shares held by them, and not by the conditions of allotment thereof made payable at fixed times, and each Member shall pay the amount of every call so made upon him to the person and at the time and at the place appointed by the Directors. A call may be made either in one sum or by two or more instalments.

31. *Time when made.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

32. *Notice of call.*—One month's notice at the least of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

33. *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 be due, shall pay interest for the same at the rate of 9 per cent. per annum from the day appointed for 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.

34. *Payments in anticipation of calls.*—The Directors may, at their discretion, receive from any Member willing to advance the same, and upon such terms as they think fit, including a condition that the same may be applied in extinction of future calls although not then made, all or any part of the moneys due upon the shares held by such Member beyond the sums paid up or payable thereon, and in particular such moneys may be received upon the terms that interest shall be paid thereon, or on so much thereof, as for the time being exceeds the amount called up.

TRANSFER OF SHARES.

35. *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.

36. *Transfer of shares.*—Subject to the restrictions of these Articles, any Member may transfer all or any of his shares. The instrument of transfer of any share shall be in writing, signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

37. *Refusal to register.*—The Directors may decline to register any transfer of shares by a Shareholder who is indebted to the Company, or of any share on which the Company has a lien, or any transfer of shares made by any person in any case where they shall consider the proposed transferee to be an irresponsible person, or that the transfer will not be conducive to the interest of the Company, or in case of shares not fully paid up to any person not approved by them. The Directors shall not be required to assign any reason for so declining. In the event of the Directors declining to register a transfer, they shall, upon the request of the Shareholder desirous of executing the same, convene an Extraordinary General Meeting of the Company, to resolve whether the said transfer shall be registered or not, and the resolution of such General Meeting shall be absolute.

38. *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 or his right to transfer his shares, and a fee of Two rupees and Fifty cents, or such other sum as the Directors shall from time to time determine, must be paid, and thereupon the Directors, subject to the powers vested in them by Article 37, shall register the transferee as a Shareholder and retain the instrument of transfer; but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

39. *Close of books.*—The Transfer Books may be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.

TRANSMISSION OF SHARES.

40. *Death of Shareholders.*—The executors, or administrators, or heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his share.

41. *Registration of new interest.*—Any person becoming entitled to a share in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in consequence of the marriage of any female Shareholder, or in any other way than by transfer, may be registered as a Shareholder, upon such evidence being produced as may from time to time be required by the Directors.

42. *Transfer of new interest.*—Any person who has become entitled to a share in any way other than by transfer may, instead of being registered himself, elect to have some person to be named by him registered as a holder of such share. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share. The instrument of transfer shall be presented to the Company, accompanied with such evidence as the Directors may require to prove the title of the transferor, and thereupon the Company shall, subject to the power vested in them by Article 37, register the transferee as a Shareholder.

SURRENDER OF SHARES.

43. *Terms of.*—The Directors may accept, in the name and for the benefit of the Company, upon such terms and conditions as may be agreed, the surrender of any shares in the capital of the Company, and any shares so surrendered shall be dealt with in the same manner as is provided in these Articles with regard to forfeited shares.

FORFEITURE OF SHARES.

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

45. *Terms of notice.*—The notice shall name a day (not being less than twenty-eight days from the date of the notice), and a place or places on, and at which such allotment money, or 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 allotment money, or call, or instalment is payable will be liable to be forfeited.

46. *Forfeiture.*—If the requisition of such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of the allotment money, or call, or instalment, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect.

47. *Disposal of shares forfeited.*—Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit.

48. *Continuing liability.*—Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay, to the Company all moneys, calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with legal interest thereon from the time of forfeiture until payment; and the Directors may enforce the payment thereof, or of any part thereof, if they think fit.

49. *Annulment.*—The Directors may at any time before any shares so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

LIEN OF COMPANY ON SHARES.

50. *First charge.*—The Company shall have a first and paramount lien upon all the shares not fully paid up, registered in the name of any Member (whether solely or jointly with others), for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends declared on such shares.

51. *Enforcement.*—For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member, his executors, or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after service of such notice.

52. *Application of proceeds.*—The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such Member, and the residue (if any) paid to such Member or his executors, administrators, or assigns.

53. *Transfer.*—Upon any sale in purported exercise of the powers given by these Articles, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or the application of the purchase money, and after his name has been entered in the register in respect of such shares, the sale shall not, as against him, be impeached by the former holder of the shares or any other person, and the remedy of any Member or person aggrieved by such sale shall be in damages only, and against the Company exclusively.

BORROWING POWERS.

54. *Power to borrow.*—The Directors may from time to time, at their discretion, borrow or raise any sum or sums of money for the purpose of the Company, at such rate of interest and upon such terms as the Directors may determine, provided that the moneys so borrowed, or raised, and owing at any one time shall not, without the sanction of a General Meeting of the Company, exceed Ten thousand Rupees.

55. The Directors shall be entitled, with the sanction of a General Meeting of the Company, to borrow such further sum or sums of money, and at such rate of interest as such meeting shall determine.

56. *Proof of power to borrow.*—A declaration under the Company's seal, and subscribed by two or more of the Directors or by one Director and the Secretary, to the effect that the Directors in taking any loan are not exceeding their borrowing powers, shall be conclusive evidence thereof in all questions between the Company and its creditors; and no 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 is to be proved that such creditor was aware that it was so granted.

57. *Security of repayment.*—For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes sanctioned by a General Meeting of the Company, the Directors may create and issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and right of the Company (both present and future), including uncalled capital or unpaid calls, or by giving, accepting, or endorsing, on behalf of the

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

58. *Assignment of security.*—Every mortgage 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 Company and the person to whom the same may be issued.

GENERAL MEETINGS.

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

60. *Subsequent General Meetings.*—Subsequent General Meetings may be held at such time and place as may be prescribed by the Company in General Meeting, and if not so prescribed, then at such place and at such time as soon after the first day of January in each year as the Directors shall determine.

61. *Ordinary and Extraordinary General Meetings.*—The General Meetings referred to in Article 59 and 60 shall be called Ordinary General Meetings; all other General Meetings shall be called Extraordinary.

62. *Convening Extraordinary.*—The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by not less than one-fifth in number of the Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding not less than one-fifth part of the shares of the Company for the time being subscribed for, convene an Extraordinary General Meeting.

63. *Requisition for Extraordinary Meeting.*—Any requisition so made by the Shareholder or Shareholders shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Company.

64. *Time and place for Extraordinary Meetings.*—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 think fit, not being more than twenty-one days after the leaving of the requisition; and if they do not proceed to convene the said meeting within twenty-one days after the leaving of the requisition, the requisitionist or requisitionists or any other Shareholders amounting to the required number may himself or themselves convene an Extraordinary General Meeting to be held at such time or place as he or they shall think fit.

65. *Advertisement of General Meeting.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, specifying the place and the hour of meeting, and purpose for which such meeting is to be held, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner, if any, as may be prescribed by the Company in General Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

66. *Resolution.*—Any Shareholder may, on giving not less than fourteen days' previous notice of any resolution, submit the same to a meeting.

67. *Notice of Resolution.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

68. *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 whatsoever, of which special mention shall have been given in the notice or notices upon which the meeting was convened.

69. *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.

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

71. *If quorum not present.*—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.

72. *Quorum for sale of property.*—In the event of a resolution being brought before a General Meeting involving the sale of the Company's property or any portion thereof, a majority of three-fourths of the Shareholders present and (or) represented by proxy shall be necessary to carry such resolution.

73. *Chairman.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every meeting of the Company. If there be no such Chairman, or if at any meeting he shall not be present within fifteen 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 a Chairman.

74. *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.

75. *Adjourning 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.

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

VOTING AT MEETINGS.

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

78. *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 business other than the question on which a poll has been demanded.

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

80. *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.

81. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder shall have one vote only. In case of a poll every Shareholder shall have one vote for every share up to twenty, and an additional vote for every five shares beyond the first twenty up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred.

82. *Joint Shareholders.*—If two or more persons are jointly entitled to a share or shares, the person whose name stands first in the register of Shareholders as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same, as hereinbefore provided.

83. *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, shall be entitled to vote in the place of such infant, lunatic, female, or deceased person, if such person shall have been registered as a Shareholder.

84. *Voting in person or by proxy.*—Votes may be given either personally or by proxy.

85. *Non-Shareholder not to be appointed proxy.*—No person shall be entitled to hold a proxy who is not a Shareholder of the Company.

86. *Disqualification to vote.*—No Shareholder shall be entitled to vote at any meeting unless all calls due from him have been paid; and no Shareholder other than the trustee or assignee of a bankrupt, or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

87. *Proxy.*—A proxy shall be appointed in writing under the hand of the appointer, or if such appointer is a corporation under their common seal, and shall have affixed thereto a stamp of such value as shall in law be requisite. Any instrument appointing a proxy may be in the following form:—

G. F. Nell & Company, Limited.

I, _____, of _____ (a Shareholder in G. F. Nell & Company, Limited),
 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 _____, and at any adjournment thereof and at every poll which may be
 taken in consequence thereof.

Dated this _____ day of _____, One thousand Nine hundred and _____.

88. *Proxy.*—No person shall be appointed a proxy who is not a Shareholder, and the instrument or mandate appointing him shall be deposited at the registered office of the Company not less than forty-eight hours before the time of holding the meeting at which he proposes to vote, but no instrument or mandate appointing a proxy shall be valid after the expiration of three months from the date of its execution.

89. *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, except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy) 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.

90. *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.

91. *Shareholder registered for three months can vote.*—Every Shareholder not disqualified by the preceding Articles, who has been duly registered for three months previous to the General Meeting, shall be entitled to be present and to speak and vote at all meetings.

DIRECTORS.

92. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor exceed five.

93. *Qualification of Directors.*—The qualification of a Director shall be the holding of shares or stock of the nominal amount of One thousand Two hundred and Fifty Rupees. A first Director may act before acquiring this qualification, but shall in any case acquire the same within one month from his appointment; and unless he shall do so he shall be deemed to have agreed to take the said shares or stock from the Company, and the same shall be forthwith allotted to him accordingly.

94. *First Directors.*—The first Directors shall be Dr. David Rockwood, John Ryland Greve, J.P., and George Frederick Nell, all of Colombo, and they shall respectively hold office, except in the event of becoming disqualified, until the first Ordinary General Meeting of the Company.

95. *Vacancy in the Board.*—Any casual vacancy in the Board may be filled up by the Board, but any person so chosen shall hold his office so long only as the vacating Director would have held the same had no vacancy occurred.

96. *If Directors suffice to form a quorum.*—The powers or functions of a Board shall not cease or be suspended so long as the Board consists of a sufficient number of Directors to form a quorum, although the number of Directors should, from any cause whatsoever, have fallen below the prescribed lowest number of Directors.

97. *Remuneration of Directors.*—As remuneration for their services, the Directors shall be entitled to receive out of the funds of the Company an annual sum not exceeding One thousand Rupees, or such other sum as may be voted by the Shareholders in General Meeting. Such remuneration shall be divided among the Directors as they may determine.

98. *Remuneration for extra services.*—If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services at home or abroad, the Board may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a stated sum of money, as they shall think fit.

DISQUALIFICATION OF DIRECTORS.

99. *Resignation of Directors.*—A Director may at any time give notice in writing of his wish to retire by delivering such notice at the office of the Company, and on the acceptance by the Board of his resignation, but before his office shall be vacant.

100. *When office of Director to be vacated.*—The office of a Director shall be vacated :—

- (a) If he ceases to hold the required number of shares to qualify him for the office.
- (b) If by notice in writing to the Company he resigns his office, and his resignation is accepted.
- (c) If he becomes bankrupt or insolvent, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (d) If he is found lunatic, or become of unsound mind.

101. *Removal of Director.*—The Company may, by an extraordinary resolution, remove any Director, including a Managing Director before the expiration of his period of office, and on such removal may, by an extraordinary resolution, appoint a qualified member in his stead, and the Director so appointed shall in all respects stand in the place of his predecessor.

102. *Director interested in a contract.*—No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise; nor shall any such contract or arrangement entered into by or on behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided; nor shall any Director so contracting, or being such a member or so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established; but no Director shall vote in respect of any such contract or arrangement; and the nature of his interest where it does not appear on the face of the contract shall be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.

ROTATION OF DIRECTORS.

103. *Number to retire.*—At the First Ordinary Meeting of the Company all the Directors shall retire, and at the First Ordinary Meeting in every subsequent year one of the Directors for the time being shall retire from office, but if qualified shall be eligible for re-election.

104. *Retirement by seniority.*—The Directors to retire in any year shall always be those who have been longest in office, and in case of Directors equal in length of office shall, unless such Directors agree among themselves, be determined by ballot.

105. *Decision of question as to retirement.*—When any question arises as to retirement of any Director or Directors, it shall be decided by the Board, whose decision shall be final and binding on all concerned.

106. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them.

107. *Old Directors when continued.*—If at any meeting at which an election of Directors ought to take place no such election is made, the meeting shall stand adjourned till the next day, at the same time and place; and if at such adjourned meeting no election takes place, the former Directors shall continue to act until new Directors are appointed at the First Ordinary Meeting of the following year.

108. *Increase or reduction of number of Directors.*—The Company in General Meeting may from time to time increase or reduce the number of Directors and alter their qualifications.

109. *Additional Directors.*—Upon the passing of a resolution for an increase in the number of Directors the Company in General Meeting may forthwith elect such additional Director or Directors, and may also determine in what manner or rotation such increased or reduced number is to go out of office.

MANAGING DIRECTOR.

110. *Appointment, remuneration, and powers.*—The Directors may from time to time appoint one or more of their body to be Managing Director or Directors of the Company, either for a fixed term or without any limitation as to the period for which he is to hold such office, and may, subject to any contract between him and the Company from time to time, remove or dismiss him from office and appoint another in his place. The remuneration of a Managing Director shall, subject to any contract between him and the Company, from time to time, be fixed by the Directors, and may be by way of salary, commission, percentage, or participation in profits, or by any or all of those modes. The Directors may from time to time entrust to, and confer upon, a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

111. *Retirement of Managing Director.*—A Managing Director shall not, while he continues to hold that office, be subject to retire by rotation, but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provision as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

112. *Vacancy in office.*—In the case of any vacancy in the office of Managing Director, the Directors may either fill up the office by the appointment of some other of the Directors, or may discontinue such office as they may think fit.

PROCEEDING OF DIRECTORS.

113. *Meetings of Directors.*—The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. And until otherwise determined two Directors shall be a quorum.

114. *Summoning meetings; questions how decided.*—A Director may, and the Secretary at the request of any Director shall, at any time summon a meeting of the Directors. Questions arising at any meeting of Directors shall be decided by a majority of votes of the Directors present, and in case of equality of votes the Chairman shall have a casting vote.

115. *Chairman at meetings.*—The Directors may elect a Chairman and Deputy Chairman of their meetings, and may determine the period for which such officers shall respectively hold office. In the absence of the Chairman (if any) the Deputy Chairman (if any) shall preside. If such officers have not been appointed or if neither be present at the time appointed for a meeting, the Directors present shall choose some one of their number to be Chairman of such meeting.

116. *Powers of a meeting of Directors.*—A meeting of Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these presents vested in, or exercisable by the Directors generally.

117. *Unanimous resolution in writing.*—A resolution in writing 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.

118. *Delegation of Directors' powers.*—The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit, and may revoke the appointment of any such committee. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.

119. *Regulations for proceedings of committee.*—The meetings and proceedings of any such committee consisting of two or more Members shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of the committee or by any such regulations as aforesaid.

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 proceedings of all General Meetings.
- (d) Of the proceedings of all meetings of the Directors; and of the committees appointed by the Board.

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, as the case may be, 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.

POWERS OF DIRECTORS.

122. *Powers of Directors.*—The business of the Company shall be managed by the Directors either by themselves or through the Managing Director, or by an agent or agents, secretary or secretaries :—

- (a) 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, and generally do all such acts and things as are by any Ordinance or by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance or of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.
- (b) The Directors shall have power to make and 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 may appoint such managers, agents, secretaries, treasurers, accountants, assistants, officers, clerks, artisans, 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 persons so appointed for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

- (c) 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 any individual, or for the sale or disposal of the business, estates, and effects of the Company or any part thereof respectively, to any company or person, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose, and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall thereupon be dissolved.

123. *Special powers.*—Without prejudice to the general powers conferred by the last preceding clause and to other powers and authorities conferred by these Articles, it is hereby expressly declared that the Directors shall be entrusted with the following powers, viz. :—

- (1) To open from time to time on behalf of the Company any account or accounts with such bank or banks as the Directors may from time to time select or appoint.
- (2) By such signatures as they may appoint to sign, draw, accept, make, and endorse cheques, bills of exchange and promissory notes, bills of lading, receipts, contracts, and agreements, letter or letters of appointment to any proctor or proctors, and other documents on behalf and for the purpose of the Company.
- (3) To institute, conduct, defend, compound, or abandon any legal proceedings by or 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 or demands by or against the Company.
- (4) To appoint a proctor or proctors to appear and act for the Company in any court or courts, and from time to time if they shall think fit such appointments to revoke.
- (5) To refer any claims or demands by or against the Company to arbitration, and to perform, observe, and carry out the wards thereon.
- (6) To act on behalf of the Company in all matters in relation to bankrupts and insolvents.
- (7) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.
- (8) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction (which interest or commission shall be treated as part of the working expenses of the Company), and to pay commissions and make allowances to any person introducing business to the Company, or otherwise assisting or promoting the interest thereof.

DELEGATION OF POWERS TO PERSONS IN OTHER COUNTRIES.

124. *Local administration.*—The Directors may from time to time provide for the administration and management of the affairs of the Company in the United Kingdom, India, or elsewhere abroad, in such manner as they shall think fit, and in particular may appoint any local managers and establish any committees of administration, or advice, or agencies for managing the same, and may appoint any persons to be members of any such committee, and may delegate to them such of the powers, authorities, and discretions for the time being vested in the Directors as they may think fit, and may fix their remuneration, and authorize them to fill up vacancies, and to act notwithstanding vacancies, any such appointment being made on such terms, and subject to such conditions, as the Directors may think fit, and the Directors may at any time remove any person so appointed.

ATTORNEYS.

125. *Appointment of Attorney.*—The Directors may at any time and from time to time, by deed under the seal of the Company, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents, but including power to sub-delegate), and for such period and subject to such conditions as the Directors may from time to time think fit.

126. *Who may be made attorney.*—Any such appointment as referred to in the previous clause, if the Directors think fit, may be made in favour of the Members or any of the Members of any committee established by virtue of these presents, or in favour of any company or of the members or managers of any company or firm or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors. Any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit, and any such delegates or attorneys may be authorized by the Directors to sub-delegate all or any of the powers, authorities, or discretions for the time being vested in them.

TRUSTEES.

127. *Trustees.*—The Directors may, if they think fit, at any time appoint any corporation or any person or persons to act as trustee or trustees for any of the purposes of the Company, and in particular to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, and may execute and do all such acts, deeds, and things as may be necessary to vest the same in any such corporation, person, or persons. Any trustee so appointed may be removed by the Directors, and shall have such remuneration, powers, and indemnities, and perform such duties, and be subject to such regulations as the Directors may determine.

COMMON SEAL.

128. *Common seal.*—The Directors shall provide a common seal of the Company, and for the safe custody of the same, and the common seal of the Company shall not be affixed to any instrument, document, or writing, except in the presence of two or more of the Directors or of one Director and the Secretary or Secretaries for the time being, who shall attest the sealing thereof, such attestation on the part of the Secretary or Secretaries, in the event of a firm being the Secretaries, being signified by a partner of the said firm signing for or on behalf of the said firm as such Secretaries.

GENERAL PROVISIONS AS TO DIRECTORS AND OTHER OFFICERS.

129. *Indemnity.*—The Directors and other officers shall be indemnified by the Company against all costs, losses, and expenses incurred by them in or about the discharge of their respective duties, except such as may happen from any wilful or wrongful act or default.

130. *Acts valid notwithstanding informal appointment.*—All acts *bona fide* done by any meeting of Directors or by a committee of Directors, or by any person acting as a Director, shall, notwithstanding it, be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be and act as a Director.

131. *Not liable as to acts of others.*—No Director, trustee, or officer, his heirs, executors, administrators, or assigns, shall be liable for any other Director, trustee, or officer, or for joining in any receipt or other acts for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the Company's property or fund 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 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 shall happen through his own wilful neglect or default.

DIVIDENDS.

132. *Profits belong to Shareholders.*—Subject to the provisions with reference to the dividends on the preference shares or stock which may from time to time be issued, and also to the other provisions of these presents, the profits of the Company shall belong to the holders of ordinary shares or stock in the capital of the Company in proportion to the amount of capital for the time being paid up, or credited as having been paid up, in respect of such ordinary shares or stock. Provided, nevertheless, that where money is paid up in advance of calls upon the footing that the same shall carry interest, such money shall carry interest accordingly, and shall not (whilst carrying interest) confer a right to participate in profits.

133. *Declaration of dividend.*—The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors. The Company in General Meeting may, however, declare a smaller dividend.

134. *Dividend from profits.*—No dividend shall be payable except out of the profits arising from the business of the Company, but whenever a profit shall have been derived from the Company's undertaking for and during the period covered by any balance sheet, then such profit or any part thereof may be distributed by way of dividend, notwithstanding that the undertaking may have theretofore been carried on at a loss, or that the Company's assets may not be estimated and considered equal in value to the amount of the paid-up capital, and notwithstanding that any part of the paid-up capital may previously to such period have been wholly or partially lost or unprofitably expended.

135. *Interim dividend.*—The Directors may also at any time and from time to time, without the sanction of a General Meeting, distribute amongst the Members out of the estimated earnings or profits of the Company, having regard to their rights and interests therein, such sum or sums of money by way or in the name of interim dividend, bonus, or interest on capital as in their judgment the position of the Company may justify.

136. *Lien on dividends.*—The Directors may retain dividends payable on any shares upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists, including all such sums of money as may be due and payable on account of calls or instalments unpaid.

137. *Joint-holders.*—In case several persons are registered as the joint-holders of any share or shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share or shares.

138. *Loss of dividend warrant, &c.*—The Company shall not be responsible for the loss of any cheque, dividend warrant, or post office order which shall be sent by post in respect of dividends, whether sent by request or otherwise.

139. *Unpaid dividend not to bear interest.*—No unpaid interests or dividends shall bear interest as against the Company.

RESERVE FUND.

140. *Reserve fund.*—The Directors may, but shall not be obliged, before recommending or declaring any dividend or bonus, or interest on capital in respect of any class of shares, out of or in respect of the earnings or profits of the Company for any yearly or other period, cause to be reserved and retained, and set aside out of such profits such sum as they may think proper to form a reserve fund to meet contingencies or depreciations in the value of the property of the Company, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, providing against losses, meeting claims on, or liabilities of the Company, or for such other purposes as the Directors shall, in their absolute discretion, think conducive to the interests of the Company.

141. *Investment of the reserve fund.*—All moneys carried to the reserve fund, and all other moneys of the Company not immediately applicable or required for any payment to be made by the Company, may be either employed in the business of the Company or be invested by the Directors upon such securities (other than the purchase of a loan upon shares of the Company) as the Directors may from time to time think proper, with power for them from time to time to deal with and vary such investment, and to dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they may think fit.

ACCOUNTS.

142. *What accounts to be kept.*—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.

143. *Inspection of accounts by Members.*—The Directors shall from time to time determine whether and to what extent, and at what time and places, and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of the Members; and no Members shall have any right of inspecting any account, or book, or document of the Company, except as conferred by Ordinance or authorized by the Directors, or by a resolution of the Company in General Meeting.

144. *Balance sheet.*—At the first Ordinary General Meeting in every year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company, and if the Directors shall deem expedient a profit and loss account made up to a date to be therein mentioned, which shall be as near the day of meeting as can be conveniently fixed.

145. *To be accompanied by report of Directors.*—Every such statement shall be accompanied by a report of the Directors 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 Members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained.

146. *May be spread over a series of years.*—Any costs attending the formation of the Company, or in connection with the purchase of any business or contract, or the establishing of any new branch of business, or any extraordinary expenditure, may be spread over any series of years, and for the purpose of calculating profits, such costs or expenditure, or any part thereof for the time being not written off may be reckoned as an asset.

AUDIT AND INSPECTION OF ACCOUNTS.

147. *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.

148. *Audit rs.*—The number of Auditors, the person or persons to fill the office of Auditor or Auditors, and the remuneration of the Auditor or Auditors, and his or their term of office, may from time to time be determined and varied by the Company in General Meeting, except as hereinafter mentioned.

149. *Appointment of first Auditors.*—The Directors may appoint the first Auditor or Auditors to audit the accounts of the Company until the first Ordinary General Meeting, when he or they shall retire, and may fix his or their remuneration.

150. *Appointment and retirement of Auditors.*—Subsequent Auditors, except as is herein 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 Annual General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

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

152. *Casual vacancy in office of Auditors how filled up.*—If any vacancy that may occur in the office of Auditors 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.

153. *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.

154. *Accounts and books to be open to Auditor.*—All accounts of the Company shall at all times be open to the Auditor or Auditors for the purpose of audit. And every Auditor shall have a list delivered to him of all books kept by the Company, and he shall at all reasonable times have access to the books and accounts of the Company. He may, if necessary, at the expense of the Company, employ accountants or other persons to assist him in investigating such accounts, and he may in relation to such accounts examine the Directors or any other officer of the Company.

155. *Balance sheet.*—Every Auditor shall be supplied with copy of the statement of accounts and balance sheet intended to be laid before the Company in General Meeting, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon.

156. *Report.*—The Auditors, in making such report to the Company, shall state whether in their opinion, the balance sheet is a full and fair balance sheet, containing the particulars required by these regulations, and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs, and in case they have called for explanations or information from the Directors, whether such explanations or information have been given by the Directors, and whether they have been satisfactory; and such report shall be read, together with the report of the Directors, at the General Meeting.

157. *Accounts when conclusive.*—Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after approval thereof. Whenever any such error shall be discovered within that period, it shall forthwith be corrected, and thenceforth the account as corrected shall be conclusive.

NOTICES.

158. *Notice 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.

159. *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.

160. *Non-resident Shareholders must register address 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.

161. *Services of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so sent shall be deemed to be well served for all purposes, notwithstanding that the Shareholders to whom such notice is addressed be out of the Island or 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).

162. *Date and proof of services.*—Any notice if sent 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 *prima facie* evidence thereof.

163. *Period for notices.*—Where a given number of day's notice, or notice extending over any other period is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

164. *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 are jointly entitled other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be deemed sufficient notice to all the holders of such share.

165. *Notice by advertisement.*—Any notice required to be given by the Company to the Shareholders or any of them, and as regards the mode of giving whereof no express provision is made by these presents, shall be sufficiently given if given by advertisement.

166. *Advertisement in "Gazette".*—Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

ARBITRATION.

167. *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.

168. *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.

169. *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.

170. *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.

171. *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 trusts 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 this Thirty-first day of May, One thousand Nine hundred and Nine, and First and Third days of June, One thousand Nine hundred and Nine.

DAVID ROCKWOOD.

GEO. FRED. NELL.

PERCY H. FRADD.

Witness to the signatures of DAVID ROCKWOOD, GEO. FRED. NELL, and PERCY H. FRADD, at Colombo, this Thirty-first day of May, 1909:

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

W. B. KELAART,

S. C. PAUL.

T. W. COLLETTE.

Witness to the signatures of W. B. KELAART, S. C. PAUL, and T. W. COLLETTE, at Colombo, this First day of June, 1909:

W. A. S. DE VOS,
Proctor Supreme Court, Colombo.

J. R. GREVE.

Witness to the signature of J. R. GREVE, at Colombo, this Third day of June, 1909:

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

**MEMORANDUM OF ASSOCIATION OF THE CEYLON PLANTERS' TRANSPORT
COMPANY, LIMITED.**

1. The name of the Company is "THE CEYLON PLANTERS' TRANSPORT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To acquire, purchase, and take over as a going concern the business now carried on in Ceylon under the style or firm of "The Ceylon Planters' Transport Syndicate."
 - (2) To carry on and transact in the Island of Ceylon or elsewhere all or any of the following businesses, that is to say, the businesses of carriers of goods, materials, mails, and passengers by land, water, or air, by means of vehicles and (or) vessels mechanically or otherwise propelled; and of forwarding agents; proprietors, manufacturers and repairers of motor cars, whether propelled by petrol, oil, electricity, steam, or otherwise, aeroplanes, lorries, vans, drags, chars-a-banc, omnibuses, carts, carriages, and vehicles of any description whatsoever, and of boats, barges, tugs, launches and vessels of any description whatsoever; proprietors of docks, wharves, jetties, piers and warehouses; merchants, ship owners, tug owners, store-keepers and wharfingers, coopers, carpenters, mechanical and electrical engineers, and proprietors of engineering works of any description whatsoever; to receive and keep goods in charge and to issue warrants for the same; and any other business or operations manufacturing, commercial, or otherwise, which the Company may think directly or indirectly conducive to any of its objects, or capable of being conveniently carried on in connection with the above businesses or any of them.
 - (3) To purchase, take in exchange, hire, or otherwise acquire and hold motor vehicles and aeroplanes, whether propelled by petrol, oil, electricity, steam, or otherwise, lorries, vans, drags, chars-a-banc, omnibuses, carts, carriages and vehicles of any description whatsoever, and boats, barges, tugs, launches and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire all live and dead stock, chattels and effects required for the maintenance and working of the above businesses or any of them, or any other business which can or may be conveniently carried on in connection with the above respectively.
 - (4) To construct, repair, and sell motor vehicles whether propelled by petrol, steam, electricity, or otherwise, lorries, vans, drags, chars-a-banc, omnibuses, carts, carriages, and vehicles of any description whatsoever, and boats, barges, tugs, launches, and vessels of any description whatsoever; and to act as agents for manufacturers of the same; and to buy and sell and deal in live and dead stock, merchandise, goods, and produce of any description whatsoever.
 - (5) 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.
 - (6) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
 - (7) To construct, carry out, maintain, improve, manage, work, control, and superintend any roads, ways, tramways, railway branches or sidings, bridges, reservoirs, canals, docks, wharves, jetties, piers, water-courses, hydraulic works, gas works, electric works, warehouses, stores, and depots for receiving, storing, and forwarding goods, merchandise, and produce; and any other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects, and to contribute to, subsidize, or otherwise assist in taking part in any such operations; and to improve, work, and facilitate the navigation of any rivers, canals, lakes, or other waters.
 - (8) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights or privileges 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, and in particular any land, buildings, easements, servitudes, appurtenances, licenses, patents, patent right or rights of an analogous character whether British or Foreign, secret processes, trade marks, machinery, motor vehicles, aeroplanes, ships, barges, boats, rolling stock, implements, tools, patterns of all kinds, plant, and stock-in-trade.

- (9) To establish and support or to aid in the establishment and support of associations, institutions, or conveniences calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon or elsewhere.
- (14) To lend money to such parties and upon such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to guarantee the performance of contracts by members of or persons having dealings with the Company, and on the security of 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.
- (15) 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.
- (16) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, encumbrances, 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.
- (17) 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.
- (18) 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.
- (19) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instrument.
- (20) 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.
- (21) 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.
- (22) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (23) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered.

or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company or partly in one way and partly in another or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.

- (24) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company, or in discharge of any other consideration to be received by the Company, money, or shares (whether fully paid up or partly paid up) of any company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (25) 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.
- (26) 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 one million Rupees (Rs. 1,000,000), divided into Twenty thousand (20,000) 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 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.
G. H. ALSTON, Colombo One
W. H. FIGG (by his Attorney G. H. ALSTON), Colombo One
DAVID SCOTT, Colombo One
W. MOIR, Colombo One
FRED. WEBBHAM (by his Attorney DAVID SCOTT), Colombo One
C. A. HUTSON, Colombo One
A. THOMPSON (by his Attorney G. H. ALSTON), Colombo One

Witness to the above signatures:

EUSTACE F. DE SARAM,
Proctor.

Colombo, June 5, 1909.

ARTICLES OF ASSOCIATION OF THE CEYLON PLANTERS' TRANSPORT 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 Ceylon Planters' Transport 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 to 1907," 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, 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 One million Rupees (Rs. 1,000,000), divided into Twenty thousand (20,000) shares of Fifty Rupees (Rs. 50) each.

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

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

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

11. *New shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct.

and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting.

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

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

SHARES.

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

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

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

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

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

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

20. *Survivor of joint-holder other than a firm only recognized.*—In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

21. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 250, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the 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 may 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 in the whole twenty-one 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 shares of such Shareholder.

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 250, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SHARES (SURRENDER AND FORFEITURE).

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

Shareholder still liable to pay money owing at time of forfeiture.—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

Forfeiture may be remitted.—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bona 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 net proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

49. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

52. *Resolution 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 Shareholders 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 as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings, machinery, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. 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, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such documents 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 Meeting.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

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

61. *Extraordinary General Meeting.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh 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 notices 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 authorized 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 appointer, or if such appointer 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 Ceylon Planters' Transport 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 six.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Five thousand Rupees (Rs. 5,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, or his being nominated as eligible for Directorship in the Company by any other registered Company holding the necessary shares for the qualification of a Director; and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Three Thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be George Hay Alston of Colombo, Henry Oswald Hoswason of Nuwara Eliya, Godfrey Cecil Sandford Hodgson of Bandarawela, Edward Rosling of Nuwara Eliya, Arthur Ashburner Prideaux of Colombo, 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, 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 the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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 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 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 tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same otherwise 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 purchase, acquisition, or taking over as a going concern of the business now carried on in Ceylon under the Style or firm of "The Ceylon Planters' Transport Syndicate," and in or about the working and business of the Company.

106. The Directors shall have power to purchase, acquire, or take over for the Company as a going concern the business now carried on in Ceylon under the firm or style of "The Ceylon Planters' Transport Syndicate" at such price and upon such terms or conditions as they may think fit, and at their discretion to pay for the same, either wholly or partly in cash or in shares, issued as fully or partly paid up, bonds, debentures, or other securities of the Company.

107. The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price, and for such consideration, and upon such title and generally on such terms and conditions as they may think fit; and at their discretion to pay for the same, either wholly or partly in cash or in shares, issued as fully or partly paid up, bonds, debentures, or other securities of the Company 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, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

108. 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.

109. 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.

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or 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 a 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.

111. The Directors shall carry on 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, artizans, 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.

112. In furtherance, and not in limitation of, and without prejudice to the 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 investment.
- (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 to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, 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 exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of 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.

113. *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.

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

115. *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.

116. *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.

117. *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.

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

119. *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 committee respectively, or any regulation imposed by the Board.

120. *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.

121. *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.

122. *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.

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

ACCOUNTS.

124. *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.

125. *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 statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

126. *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.

127. *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.

128. *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.

129. *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.

130. *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.

131. *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.

132. *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, machinery, 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.

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

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

141. *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.

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

143. *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.

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

145. *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.

146. *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.

147. *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.

148. *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 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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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.

155. *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.

156. *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 this Fifth day of June, One thousand Nine hundred and Nine.

G. H. ALSTON.

W. H. FIGG, by his Attorney G. H. ALSTON.

DAVID SCOTT.

W. MOIR.

FRED. WERNHAM, by his Attorney DAVID SCOTT.

C. A. HUTSON.

A. THOMSON, by his Attorney G. H. ALSTON.

Witness to the above signatures :

EUSTACE F. DE SARAM,
Proctor.

The Galagedara Rubber Company, Limited.

NOTICE is hereby given that the Statutory Meeting of the Shareholders will be held at the registered office of the Company, No. 18, Upper Chatham street, Fort, Colombo, on Monday, June 28, 1909, at 3 P.M.

Business.

1. To receive the report of the Directors and statement of accounts to April 30, 1909.
2. To elect Directors and an Auditor, and to transact any other business that may be duly brought before the meeting.

By order of the Directors,

GORDON FRAZER & Co.,
Agents and Secretaries.

Colombo, June 17, 1909.

I, EDWARD GERALD GRATIAEN, of Slave Island, in Colombo, hereby give notice that, six weeks hence, I shall apply to the Hon. the Supreme Court of this Island to be admitted and enrolled a Proctor of the said Court.

E. G. GRATIAEN.

Colombo, June 10, 1909.

I, GEORGE EDWIN DE LIVERA, of Hulftsdorp in Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

GEO. ED. DE LIVERA

Colombo, June 16, 1909.

B212
R 4050

I, GEORGE ERNEST JOHN VANDERGERT, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Honourable Court.

GEO. E. VANDERGERT.

No. 84, Dam street,
Colombo, June 14, 1909.

B 24
R 411

I, HENRY ERNEST DIAS, a Proctor of the District Court of Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

H. E. DIAS,

Proctor, District Court, Colombo.

Colombo, June 17, 1909.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

R. R. DUNUWILLE,
Secretary.

The Municipal Office,
Colombo, June 18, 1909.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Tuesday, July 13, 1909.		
Galkapanawatta.		
100-101	3rd and 4th quarters, 1908	7 A.M.
Grandpass road.		
1	3rd and 4th quarters, 1908	7. 5 A.M.
2	Do.	7. 10 "
4	Do.	7. 15 "
12	Do.	7. 20 "
17	Do.	7. 25 "
18	Do.	7. 30 "
22	4th quarter, 1908	7. 35 "
28	3rd and 4th quarters, 1908	7. 40 "
29	Do.	7. 45 "
40	Do.	7. 50 "
43	4th quarter, 1908	7. 55 "
49	3rd and 4th quarters, 1908	8 "
50A	Do.	8. 5 "
51	Do.	8. 10 "
52	Do.	8. 15 "
53	Do.	8. 20 "
53A	Do.	8. 25 "
54	Do.	8. 30 "
56	Do.	8. 35 "
57	4th quarter, 1908	8. 40 "
58-59	3rd and 4th quarters, 1908	8. 45 "
60	Do.	8. 50 "
63	Do.	8. 55 "
64	Do.	9 "
66	4th quarter, 1908	9. 5 "
67	3rd and 4th quarters, 1908	9. 10 "
75	Do.	9. 15 "
76	4th quarter, 1908	9. 20 "
77	3rd and 4th quarters, 1908	9. 25 "
80-81	4th quarter, 1908	9. 30 "
90	Do.	9. 35 "

Premises No.	Quarter and Year.	Time of Sale.
91-92	3rd and 4th quarters, 1908	9. 40 A.M.
93-94	Do.	9. 45 "
95	Do.	9. 50 "
96	Do.	9. 55 "
99	4th quarter, 1908	10 "

Date of Sale : Wednesday, July 14, 1909.

Grandpass road.

100-102	3rd and 4th quarters, 1908	7 A.M.
103-104	Do.	7. 5 "
105	Do.	7. 10 "
105A	Do.	7. 15 "
106	Do.	7. 20 "
107, 108, 109	Do.	7. 25 "
120, 121, 122,		
123, 123A	4th quarter, 1908	7. 20 "
124A, 125,		
126, 127	Do.	7. 40 "
128	Do.	7. 45 "
132	Do.	7. 50 "
134	Do.	7. 55 "
135, 136, 137	Do.	8 "
141, 141A,		
141B, 141C	Do.	8. 5 "
153A, 153B	3rd and 4th quarters, 1908	8. 10 "
138	Do.	8. 15 "
154	Do.	8. 20 "
154A	Do.	8. 25 "
154B	Do.	8. 30 "
154D	Do.	8. 35 "
155	Do.	8. 40 "
156	Do.	8. 45 "
164	Do.	8. 50 "
165	Do.	8. 55 "
187	Do.	9 "
188	Do.	9. 5 "
189	Do.	9. 10 "
190	Do.	9. 15 "
191	4th quarter, 1908	9. 20 "
201-204	3rd and 4th quarters, 1908	9. 25 "
207	Do.	9. 30 "

Armour street.

13	3rd and 4th quarters, 1908	9. 35 A.M.
13A-14	Do.	9. 40 "
32	Do.	9. 45 "
33-33A	Do.	9. 50 "
44	Do.	9. 55 "
46, 47, 48,		
48A	Do.	10 "

Date of Sale : Thursday, July 15, 1909.

Messenger street.

2	3rd and 4th quarters, 1908	7 A.M.
3	Do.	7. 5 "
4	4th quarter, 1908	7. 10 "
6	3rd and 4th quarters, 1908	7. 15 "
17	Do.	7. 20 "

Premises No.	Quarter and Year.	Time of Sale.
18	3rd and 4th quarters, 1908	.. 7.25 A.M.
19	.. Do.	.. 7.30 ..
22	.. Do.	.. 7.35 ..
26	.. Do.	.. 7.45 ..
27-28	.. Do.	.. 7.50 ..
30	.. Do.	.. 7.55 ..
32	.. 4th quarter, 1908	.. 8 ..
33	.. 3rd and 4th quarters, 1908	.. 8.5 ..
34	.. Do.	.. 8.10 ..
35	.. Do.	.. 8.15 ..
36	.. Do.	.. 8.20 ..
37	.. Do.	.. 8.25 ..
38	.. Do.	.. 8.30 ..
39	.. Do.	.. 8.35 ..
42	.. Do.	.. 8.40 ..
46A	.. Do.	.. 8.45 ..
49A	.. Do.	.. 8.50 ..
60	.. 4th quarter, 1908	.. 8.55 ..
61	.. 3rd and 4th quarters, 1908	.. 9 ..
62	.. Do.	.. 9.5 ..
62A	.. Do.	.. 9.10 ..
63, 64, 65	.. Do.	.. 9.15 ..
71	.. Do.	.. 9.20 ..
72	.. Do.	.. 9.25 ..
73	.. Do.	.. 9.30 ..
78	.. Do.	.. 9.35 ..
80	.. Do.	.. 9.40 ..
81	.. Do.	.. 9.45 ..
84	.. Do.	.. 9.50 ..
85	.. Do.	.. 9.55 ..
87	.. Do.	.. 10 ..

Date of Sale: Friday, July 16, 1909.

Premises No.	Quarter and Year.	Time of Sale.
Messenger street.		
87A	.. 3rd and 4th quarters, 1908	.. 7 .. A.M.
90	.. Do.	.. 7.5 ..
93	.. Do.	.. 7.10 ..
95	.. Do.	.. 7.15 ..
96	.. 4th quarter, 1908	.. 7.20 ..
98	.. 3rd and 4th quarters, 1908	.. 7.25 ..
98A	.. 4th quarter, 1908	.. 7.30 ..
104	.. Do.	.. 7.35 ..
105	.. 3rd and 4th quarters, 1908	.. 7.40 ..
Madampitiya.		
26	.. 1st and 2nd quarters, 1908	.. 8.15 A.M.
73A	.. Do.	.. 8.20 ..
Vuystwyke road.		
60	.. 1st and 2nd quarters, 1908	.. 8.25 A.M.
61	.. Do.	.. 8.30 ..
Ferguson road.		
36	.. 1st and 2nd quarters, 1908	.. 8.35 A.M.
Nagalagam street.		
230	.. 1st and 2nd quarters, 1908	.. 8.40 A.M.

Date of Sale: Saturday, July 17, 1909.

Premises No.	Quarter and Year.	Time of Sale.
Kollupitiya.		
26, 26A, 26C,		
26B	.. 1st and 2nd quarters, 1908	.. 7 .. A.M.
27	.. Do.	.. 7.5 ..
48	.. Do.	.. 7.10 ..
48A	.. Do.	.. 7.15 ..
60F	.. Do.	.. 7.20 ..
105	.. Do.	.. 7.25 ..
106	.. 3rd quarter, 1907, to 2nd quarter, 1908	.. 7.30 ..
109	.. Do.	.. 7.35 ..
110	.. 1st and 2nd quarters, 1908	.. 7.40 ..
144	.. Do.	.. 7.45 ..
225E	.. Do.	.. 7.50 ..
Wellawatta.		
43N	.. 1st and 2nd quarters, 1908	.. 7.55 A.M.
58B	.. Do.	.. 8 ..

Premises No.	Quarter and Year.	Time of Sale.
89A	.. 3rd quarter, 1907, to 2nd quarter, 1908	.. 8.5 A.M.
116A	.. 1st and 2nd quarters, 1908	.. 8.10 ..
130	.. Do.	.. 8.15 ..
Mosque lane.		
4	.. 1st and 2nd quarters, 1908	.. 8.20 A.M.
Mohandiram road.		
49	.. 1st and 2nd quarters, 1908	.. 8.25 A.M.
Cotta road.		
7	.. 1st and 2nd quarters, 1908	.. 8.30 A.M.
Kynsey road.		
10A	.. 2nd quarter, 1908	.. 8.35 A.M.
Barnes' place.		
4	.. 1st and 2nd quarters, 1908	.. 8.40 A.M.
Elibank road.		
20	.. 1st and 2nd quarters, 1908	.. 8.45 A.M.
Dickman's road.		
12	.. 2nd quarter, 1908	.. 8.50 A.M.
13	.. 1st and 2nd quarters, 1908	.. 8.55 ..
Havelock road.		
13	.. 1st and 2nd quarters, 1908	.. 9 .. A.M.
Elibank road.		
3	.. 2nd quarter, 1908	.. 9.5 A.M.
23	.. Do.	.. 9.10 ..
Dickman's road.		
9N	.. 1st and 2nd quarters, 1908	.. 9.15 A.M.
9P	.. Do.	.. 9.20 ..
Colpetty road.		
85	.. 2nd to 4th quarter, 1908	.. 9.25 A.M.
139	.. Do.	.. 9.30 ..
144	.. 1st to 4th quarter, 1908	.. 9.35 ..
145	.. 2nd to 4th quarter, 1908	.. 9.40 ..
151	.. Do.	.. 9.45 ..
173	.. 1st to 4th quarter, 1908	.. 9.55 ..
174	.. Do.	.. 10 ..

Date of Sale: Monday, July 19, 1909.

Premises No.	Quarter and Year.	Time of Sale.
Colpetty road.		
171-171A	.. 2nd to 4th quarter, 1908	.. 7 .. A.M.
178A	.. Do.	.. 7.5 ..
184	.. Do.	.. 7.10 ..
184A/1	.. Do.	.. 7.15 ..
184A & B	.. Do.	.. 7.20 ..
193A	.. Do.	.. 7.25 ..
225E	.. 1st to 4th quarter, 1908	.. 7.30 ..
Wellawatta.		
18B	.. 2nd to 4th quarter, 1908	.. 7.35 A.M.
32A	.. 1st to 4th quarter, 1908	.. 7.40 ..
38A-39A/3	.. Do.	.. 7.45 ..
94A	.. 2nd to 4th quarter, 1908	.. 7.50 ..
101	.. 1st to 4th quarter, 1908	.. 7.55 ..
135B	.. Do.	.. 8 ..
Hudson's road.		
4	.. 1st to 4th quarter, 1908	.. 8.5 A.M.
Carmel road.		
2	.. 1st to 4th quarter, 1908	.. 8.10 ..
Albert road.		
2	.. 1st to 4th quarter, 1908	.. 8.15 ..
St. Michael's road.		
3	.. 2nd to 4th quarter, 1908	.. 8.20 ..
Mohandiram's road.		
11	.. 1st to 4th quarter, 1908	.. 8.25 ..
16	.. Do.	.. 8.30 ..
43	.. Do.	.. 8.35 ..
Bambalapitiya.		
17	.. 2nd to 4th quarter, 1908	.. 8.40 ..
Cotta road.		
5B	.. 1st to 4th quarter, 1908	.. 8.45 ..

Premises No.	Quarter and Year.	Time of Sale.
	Colpotty lane.	
14	1st to 4th quarter, 1908	8.50 A.M.
	Alexander place.	
8-9	1st to 4th quarter, 1908	8.55 A.M.
	Gregory's road.	
7c	1st to 4th quarter, 1908	9 A.M.

Date of Sale: Tuesday, July 13, 1909.

	2nd Gabo's lane.	
25	3rd and 4th quarters, 1908	2 P.M.
26	Do.	2.5
27	Do.	2.10
28	Do.	2.15
29	Do.	2.20
30	Do.	2.25
33	Do.	2.30
36	Do.	2.35
	St. John's road.	
5	3rd and 4th quarters, 1908	2.40 P.M.
26	Do.	3
27	Do.	3.5
28	Do.	3.10
29	Do.	3.15
30	Do.	3.20
31	Do.	3.25
32	Do.	3.30
34	Do.	3.35
35-38	Do.	3.40
40	Do.	3.45
41	Do.	3.50
	Seashore road.	
12	3rd and 4th quarters, 1908	3.55 P.M.
13-18	Do.	4
	Fish Market square.	
3	3rd and 4th quarters, 1908	4.5 P.M.
4	Do.	4.10
5	Do.	4.15
6	Do.	4.20
11	Do.	4.25
18	Do.	4.30
19	Do.	4.35
20	Do.	4.40
21	Do.	4.45
22	Do.	4.50
23-28	Do.	4.55
	Kochchikadde.	
40	3rd and 4th quarters, 1908	5 P.M.

Date of Sale: Wednesday, July 14, 1909.

	Kochchikadde.	
40A	3rd and 4th quarters, 1908	2 P.M.
41-42	Do.	2.5
68	Do.	2.10
83-84	Do.	2.15
85	Do.	2.20
87	Do.	2.25
	Sea street.	
102	3rd and 4th quarters, 1908	2.30 P.M.
	Chekku street.	
45	3rd and 4th quarters, 1908	2.40 P.M.
91	Do.	2.45
	Barber street.	
9	3rd and 4th quarters, 1908	2.50 P.M.
	New Chetty street.	
2	3rd and 4th quarters, 1908	2.55 P.M.
83	Do.	3
	Chekku street.	
79	3rd and 4th quarters, 1908	3.5 P.M.
	Andival street.	
3	3rd and 4th quarters, 1908	3.10 P.M.

Premises No.	Quarter and Year.	Time of Sale.
	Brassfounder street.	
43	3rd and 4th quarters, 1908	3.15 P.M.
	New Chetty street.	
74	1st to 4th quarter, 1908	3.20 P.M.
	Hill street.	
60	1st to 4th quarter, 1908	3.25 P.M.
	Jampettah street.	
75	3rd and 4th quarters, 1908	3.30 P.M.
76	Do.	3.35
77	Do.	3.40
78-79	Do.	3.45
	Chekku street.	
83	3rd and 4th quarters, 1908	3.50 P.M.
	Sea street.	
54	3rd and 4th quarters, 1908	3.55 P.M.
121-123	Do.	4.5
129-130	Do.	4.10
192	Do.	4.15
205	Do.	4.20
	1st Gabo's lane.	
19	4th quarter, 1908	4.25 P.M.
20	Do.	4.30
21	Do.	4.35
22	Do.	4.40
23	Do.	4.45
	2nd Gabo's lane.	
23	3rd and 4th quarters, 1908	4.50 P.M.
24	Do.	4.55
	Seashore lane.	
1-15	3rd and 4th quarters, 1908	5 P.M.

Date of Sale: Thursday, July 15, 1909.

	Fish Market square.	
1	3rd and 4th quarters, 1908	2 P.M.
2	Do.	2.5
7	Do.	2.10
8	Do.	2.15
9	Do.	2.20
10	Do.	2.25
10A	Do.	2.30
10B	Do.	2.35
10C	Do.	2.40
10D	Do.	2.45
10E	Do.	2.50
	Kochchikadde street.	
51	3rd and 4th quarters, 1908	2.55 P.M.
55-63	Do.	3
69-75	Do.	3.5
76-78	Do.	3.10
80	Do.	3.15
	Jampettah street.	
80	3rd and 4th quarters, 1908	3.20 P.M.
84	Do.	3.25
85-86	Do.	3.30
93	Do.	3.35
95-96	Do.	3.40
97	Do.	3.45
98	Do.	3.50
100-106	4th quarter, 1908	3.55
112-114	3rd and 4th quarters, 1908	4.5
115	Do.	4.10
121	Do.	4.15
	Green street.	
2	3rd and 4th quarters, 1908	4.20 P.M.
3	Do.	4.25
19	Do.	4.35
20	Do.	4.40
21	Do.	4.45
22	Do.	4.50
30	Do.	4.55
30A	Do.	5

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Friday, July 16, 1909.		
Green street.		
30B ..	3rd and 4th quarters, 1908 .. 2	P.M.
Kuruwe street.		
6-7 ..	3rd and 4th quarters, 1908 .. 2. 5 P.M.	
13 ..	Do. .. 2.15	..
14 ..	Do. .. 2.20	..
Brassfounder street.		
4 ..	3rd and 4th quarters, 1908 .. 2.25 P.M.	
5 ..	Do. .. 2.30	..
10 ..	Do. .. 2.35	..
11 ..	Do. .. 2.40	..
12 ..	Do. .. 2.45	..
13 ..	Do. .. 2.50	..
15 ..	Do. .. 2.55	..
16 ..	Do. .. 3	..
17 ..	Do. .. 3. 5	..
18 ..	Do. .. 3.10	..
21 ..	Do. .. 3.15	..
22 ..	Do. .. 3.20	..
23 ..	Do. .. 3.25	..
24 ..	4th quarters, 1908 .. 3.30	..
25 ..	3rd and 4th quarters, 1908 .. 3.35	..
26 ..	4th quarter, 1908 .. 3.40	..
28 ..	3rd and 4th quarters, 1908 .. 3.45	..
29 ..	Do. .. 3.50	..
30 ..	Do. .. 3.55	..
31 ..	Do. .. 4	..
32 ..	Do. .. 4. 5	..
33 ..	Do. .. 4.10	..
34 ..	Do. .. 4.15	..
36 ..	Do. .. 4.20	..
37 ..	Do. .. 4.25	..
39 ..	Do. .. 4.30	..
40 ..	Do. .. 4.35	..
41 ..	Do. .. 4.40	..
44 ..	Do. .. 4.45	..
45 ..	Do. .. 4.50	..
46 ..	Do. .. 4.55	..
47 ..	Do. .. 5	..

Date of Sale : Saturday, July 17, 1909.

Brassfounder street.		
48 ..	3rd and 4th quarters, 1908 .. 2	P.M.
49 ..	Do. .. 2. 5	..
3 ..	Do. .. 2.10	..
Gintupitiya street.		
4 ..	3rd and 4th quarters, 1908 .. 2.15 P.M.	
5 ..	Do. .. 2.20	..
6 ..	Do. .. 2.25	..
7-8 ..	Do. .. 2.30	..
9-17 ..	Do. .. 2.35	..

Premises No.	Quarter and Year.	Time of Sale.
18-19 ..	3rd and 4th quarters, 1908 .. 2.40 P.M.	
20 ..	Do. .. 2.45	..
21 ..	Do. .. 2.50	..
21A-21D ..	Do. .. 2.55	..
22 ..	Do. .. 3	..
24 ..	Do. .. 3. 5	..
25 ..	Do. .. 3.10	..
26 ..	4th quarter, 1908 .. 3.15	..
27-29 ..	3rd and 4th quarters, 1908 .. 3.20	..
31-31A ..	Do. .. 3.25	..
33 ..	Do. .. 3.30	..
33A ..	Do. .. 3.35	..
33B ..	Do. .. 3.40	..
33C-33D ..	Do. .. 3.45	..
42 ..	Do. .. 3.50	..
43-44 ..	Do. .. 3.55	..
51-62 ..	Do. .. 4	..
63 ..	Do. .. 4. 5	..
Chokku street.		
1 ..	3rd and 4th quarters, 1908 .. 4.10 P.M.	
2 ..	Do. .. 4.15	..
3 ..	Do. .. 4.20	..
5 ..	Do. .. 4.25	..
6 ..	Do. .. 4.30	..
7 ..	Do. .. 4.35	..
10 ..	4th quarter, 1908 .. 4.40	..
11 ..	3rd and 4th quarters, 1908 .. 4.45	..
12 ..	Do. .. 4.50	..
26 ..	Do. .. 4.55	..
32 ..	Do. .. 5	..

Date of Sale : Monday, July 19, 1909.

Chekku street.		
35 ..	3rd and 4th quarters, 1908 .. 2	P.M.
42 ..	Do. .. 2. 5	..
44 ..	Do. .. 2.10	..
47 ..	Do. .. 2.15	..
48 ..	Do. .. 2.20	..
51 ..	Do. .. 2.25	..
55 ..	Do. .. 2.30	..
56 ..	Do. .. 2.35	..
58 ..	Do. .. 2.40	..
59 ..	Do. .. 2.45	..
61 ..	Do. .. 2.50	..
62 ..	Do. .. 2.55	..
63 ..	Do. .. 3	..
64 ..	Do. .. 3. 5	..
65-66 ..	Do. .. 3.10	..
67 ..	Do. .. 3.15	..
68 ..	Do. .. 3.20	..
69 ..	Do. .. 3.25	..
71 ..	Do. .. 3.30	..
72 ..	Do. .. 3.35	..

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on April 24, 1909, at 8.30 a.m., in accordance with notice dated April 20, 1909.

Present :—The Hon. Mr. J. P. Lewis, Chairman ; Mr. E. Beven ; Dr. G. P. Schokman ; Mr. E. L. Wijegoonewardene ; Mr. S. A. Owen ; Mr. W. C. Price ; Mr. V. M. Saravanamuttu ; Mr. R. W. J. Jonklaas.

1. The Minutes of Proceedings of the Meeting held on March 27 having been previously submitted to the Chairman for 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 1908 to March 31, 1909, on account of the Municipal Fund, comprising the (No. 1) General Revenue and Consolidated Rate (Police and Lighting) and (No. 2) Water-rate Accounts.

- (b) Progress Report of Works brought up to the same date.
- (c) Health Officer's Report for March.
- (d) Statement of Cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of March.
- (e) The Reservoir Readings for March.

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, bakeries, dairies, stand-pipes, and house-service taps inspected during March.

4. Correspondence:—

(1) Letter No. 4 of April 14, 1909, from the Hon. the Colonial Secretary *re* the Colombo Suburban Dairies and Laundries Ordinance.—Read.

(2) Letter No. 5 of April 16, 1909, from the Hon. the Colonial Secretary *re* the Disposal of Fines under the Quarantine and Prevention of Diseases Ordinance, No. 3 of 1897.

Resolved—That it be pointed out that the Colombo Municipal Magistrate has been specially empowered by Government notification to try such cases, and that under this Ordinance fines are in Colombo credited to the Municipal Council, so that it seems possible to effect this object without the legislation which the Attorney-General thinks necessary.

5. Pursuant to notice the Chairman moved that in future no application for a private water-service be allowed except on condition—

- (1) That a meter be placed on the premises.
- (2) That the applicant pay the cost of such meter.

Mr. Price seconded.

Mr. Beven pointed out that in the present circumstances no service is allowed without a meter. As regards condition (2) he said it was a difficult question to deal with. As a matter of principle he was not sure whether it should be imposed, the meter being in all cases, everywhere, the property of the Company or the Council that supplies it.

Mr. R. W. Jonklaas moved that the matter lie over for the next Meeting.

The Chairman being quite willing to postpone it, the motion was withdrawn to be brought up for reconsideration at the next Meeting.

6. To obtain sanction of Council for legal expenses incurred on account of the following cases:—

- (1) D. C. No. 19,235; (2) M. C. No. 15,976.

Mr. Beven moved that the necessary sanction be given.

Mr. Jonklaas seconded.—Carried.

7. Recommendations of Standing Committees:—

Law and General Subjects.

- (1) That the residences of Buddhist priests be taxed as is done in Colombo.
- (2) That the draft by-laws *re* bakeries and eating-houses be adopted with the words "or elsewhere" inserted after the word "premises."
- (3) That No. 35, Aruppola, be transferred to C. E. Dissanayaka on payment of taxes due plus Rs. 25 and costs of transfer.

Finance and Assessment.

- (1) That the salary of the late Inspector Abeyratne for March be divided equally among the other Inspectors.
- (2) That an additional process server be employed on Rs. 12·50 a month.
- (3) That the following assessments be sanctioned:—

Nos. 3 C,	Ampitiya road,	Rs. 72	per annum.
No. 3 D	Do.	do.	
No. 3 E	Do.	do.	

Municipal Works.

That the following estimates be sanctioned:—

- (1) Improvements to Town Hall, Rs. 144·95.
- (2) Repairs to cemetery boundary wall, Rs. 288·70.
- (3) Repairs to Roseneath bungalow, Rs. 292·21.

Mr. Wijegoonewardene moved that all the recommendations except the first, which is postponed for consideration at the next Meeting, be adopted.

Mr. Saravanamuttu, seconded.—Carried.

Confirmed this 22nd day of May, 1909:

J. P. LEWIS,
Chairman.

Progress Report of Works done brought up to March 31, 1909.

Estimate No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure for March, 1909.		Expenditure up to February, 1909.		Total Expenditure.		Unexpended Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements	2,635	50	142	63a	404	75	547	38	2,088	12
2	Town streets	7,200	0	444	42b	845	9	1,289	51	5,910	49
3	Alutgantota and Lady Anderson's roads	900	0	—	—	349	78	349	78	550	22
4	Udawattakele roads	2,200	0	166	2c	160	89	326	91	1,873	9
5	Halloluwa, Bahirawakande hospital, and Huduhumpola roads	1,900	0	35	37d	104	23	139	60	1,760	40
6	Municipal buildings	2,160	0	247	52e	412	38	659	90	1,500	0
7	Watering streets	1,025	0	5	0f	153	50	158	50	886	50
8	Market buildings	1,800	0	31	76g	96	14	127	90	1,672	10
9	Ornamental trees	496	0	31	5h	63	50	94	55	401	45
10	Tools	1,000	0	29	15i	19	76	48	91	951	9
11	Bathing and washing tanks	200	0	—	—	—	—	—	—	200	0
12	Recreation ground and esplanade	1,000	0	84	0j	122	64	206	64	793	36
13	Sundry minor works	400	0	31	0k	—	—	31	0	369	0
14	Repairs to cemetery-keeper's house	50	0	—	—	—	—	—	—	50	0
15	Wace Park	556	0	15	98l	30	66	46	64	509	36
16	Recreation ground improvements	2,930	0	84	53m	250	42	334	95	2,595	5
17	Repairs to carriage & ricksha stands	100	0	—	—	—	—	—	—	100	0
18	Building barrel drains	2,000	0	38	0n	1,257	33	1,295	33	704	67
19	Concreting pavements	572	0	379	98o	60	54	440	52	131	43
20	Public streets, maintenance	175	0	—	—	3	10	3	10	171	90
21	Clearing silt from Meda-ela	200	0	—	—	—	—	—	—	200	0
22	Constructing a set of cooly lines	3,059	65	386	15p	—	—	386	15	2,673	50
23	Lady Blake's Drive	570	0	—	—	77	60	77	60	492	40
24	Retaining wall, Bahirawakande road	606	50	118	90q	10	0	128	90	477	60
25	Improvements to vegetable stalls	198	0	131	18r	—	—	131	18	66	82
26	Wire fence round cattle shed	231	50	36	82s	—	—	36	82	194	68
27	Erecting a Horbury latrine	160	0	—	—	—	—	—	—	160	0
28	Building a latrine	600	0	—	—	—	—	—	—	600	0
29	Building a vegetable market	3,500	0	—	—	—	—	—	—	3,500	0
30	Dust bins	89	0	85	0t	—	—	85	0	4	0
31	Fixing boundary stones, Lady Blake's Drive	250	0	—	—	—	—	—	—	250	0
32	Repairing and arranging store	262	0	36	25u	119	57	155	82	106	18
33	Apparatus for flushing market and slaughter-house drains	454	25	19	63v	60	32	79	95	374	30
34	Incinerator for burning rubbish	4,500	0	—	—	—	—	—	—	4,500	0
35	New road, Lewella	2,015	0	—	—	—	—	—	—	2,015	0
36	Drains round Public Offices	4,554	0	—	—	65	90	65	90	4,488	10
37	Drains alongside of the Railway	900	0	554	67w	—	—	554	67	345	33
38	Boat house	1,450	0	—	—	—	—	—	—	1,450	0
27/08	School room, Katukelle	1,002	77	—	—	894	63	894	63	108	14
35/08	Retaining wall, Meda-ela	524	30	—	—	—	—	—	—	524	30
36/08	New refuge	128	0	—	—	94	81	94	81	33	19
37/08	Town Hall improvements	20	33	7	60x	—	—	7	60	12	73
A	Clearing vegetation	300	0	62	32y	13	37	75	69	224	31
B	Clearing silt from side drains	500	0	—	—	6	0	6	0	494	0
C	Opening and covering in pits	2,880	0	166	63z	347	39	514	2	2,365	98
D	Ferry approaches	260	0	—	—	—	—	—	—	260	0
E&F	Ferry boats	1,100	0	369	3aa	47	10	416	13	683	87
G	House of refuge	222	0	14	32bb	37	28	51	60	170	40
H	Maintenance of waterworks	4,746	0	233	13	665	35	898	48	3,847	52
I	Maintenance of two fountains	146	0	—	—	—	—	—	—	146	0
	Scavenging streets	13,821	38	1,198	68	1,919	92	3,118	60	10,702	78
	Lake silt	3,000	0	670	41	414	82	1,085	23	1,914	77
	House service	1,600	0	67	19	116	82	184	1	1,415	99
	Fire engine	259	0	13	2	24	80	37	82	221	18

(a) 472 yards barrel drain cleared of silt Rs. 66·20, clearing silt from gratings Rs. 19·61, 5 manhole covers made Rs. 18·19, repairing pavement Rs. 19·82, 3 cubes metal broken Rs. 10·80, repairing manhole covers Rs. 8·01 = Rs. 142·63.

(b) 26·80 cubes metal broken Rs. 96·48, 4·50 cubes metal transported Rs. 5·80, 44 cubes gravel transported Rs. 59·56, 2½ miles side drains deepened Rs. 36·50, jungle cleared Rs. 32·87, sides reduced Rs. 35, repairs to bridges and culverts Rs. 31·40, removing land slips Rs. 15·60, cost of loading and blasting stones Rs. 108·18, contingencies Rs. 3·03, supervision Rs. 20 = Rs. 444·42.

(c) 1½ mile side drains deepened Rs. 20, jungle cleared Rs. 17·50, sides reduced Rs. 35·20, removing land slips Rs. 15·75, repairs to bridges Rs. 5, proportionate cost of lines watcher Rs. 31·57, contingencies Rs. 6, forest overseer Rs. 35 = Rs. 166·02.

(d) Deepening side drains Rs. 3, clearing jungle Re. 1·84, repairs to bridge Re. 1·17, reducing sides Rs. 12, clearing Hospital road silt traps Rs. 12·86, removing land slips Rs. 4·50 = Rs. 35·37.

(e) Whitewashing slaughter-house Rs. 3·20, whitewashing latrines Rs. 19·16, repairs to Katugastota toll house Rs. 39·32, varnishing and painting doors and windows, Town Hall, Rs. 25·27, whitewashing Municipal Office Rs. 2·98, building a new drain exposing shed Rs. 56·87, galvanized iron gutters and down pipe to store Rs. 15·92, repairs to roofing of store Rs. 79·80, supervision Rs. 5 = Rs. 247·52.

(f) Hire of bullocks Rs. 5.

(g) Whitewashing market Rs. 11, tarring market wall Rs. 12·96, clearing market grounds of loose metal, &c., Rs. 7·80 = Rs. 31·76.

(h) Watering plants, supplying vacanices, pruning, &c., Rs. 31·05.

(i) Cost of tools Rs. 29·15.

(j) Wages of watcher Rs. 12, hire of bullocks for machine and repairs to machine Rs. 67, supervision Rs. 5 = Rs. 84.

(k) New platform to Katugastota well Rs. 31.

(l) Clearing and weeding paths and grounds Rs. 15·98.

(m) Pay of extra guards Rs. 69·65, cost of diets Rs. 14·88 = Rs. 84·53.

(n) Cost of bricks and lime Rs. 38.

(o) Cost of 30 barrels cement Rs. 276, 17 squares of cement concrete pavement Rs. 59·50, 26 feet of side drain built Rs. 4·60, 2·50 squares plastering Rs. 29·13, making platform for mixing concrete Rs. 3·50, 2 cubes metal broken Rs. 7·20 = Rs. 379·93.

(p) 12·29 cubes excavation Rs. 12·29, 18·27 cubes stone masonry Rs. 328·86, transport of stones Rs. 45 = Rs. 386·15.

(q) 4·60 cubes dry rubble masonry Rs. 87·40, earthwork in foundation Rs. 4·50, transport of stones Rs. 27 = Rs. 118·90.

(r) Constructing 6 vegetable stalls Rs. 131·18.

(s) Cost of angle iron standards and barb wire Rs. 35·05, fixing standards Re. 1·77 = Rs. 36·82.

(t) Six galvanized dust bins Rs. 72, brick platforms for placing dust bins Rs. 3 = Rs. 85.

(u) Making and fixing shelves Rs. 15·36, clearing and arranging stores Rs. 20·89 = Rs. 36·25.

(v) Fixing apparatus for slaughter house Rs. 19·63.

(w) 300 lin. ft. of cement concrete invert laid Rs. 300, 25 cubes excavation Rs. 15, 300 lin. ft. brick arching Rs. 67, plastering invert Rs. 56·62, transport of materials Rs. 46·31, filling earthwork Rs. 15, building cesspits Rs. 16·50, building manholes Rs. 17·74, brickwork in drain Rs. 20·50 = Rs. 554·67.

(x) Cost of hire in transporting pillar moulds from Wattedama to Madulkelle Rs. 7·60.

(y) Removing silt and rubbish, Meda-ela, Rs. 20·74, clearing jungle and weeds Rs. 30, cutting-over hanging branches Rs. 11·58 = Rs. 62·32.

(z) Excavating nightsoil pits Rs. 99·72, covering in pits Rs. 62·79, clearing side drains and jungle Rs. 4·12 = Rs. 166·63.

(aa) Repairs to ironworks, Levella ferry boat, Rs. 12·89, repairs to woodwork, pitching, and caulking Rs. 356·14 = Rs. 369·03.

(bb) Wages of watcher Rs. 12·40, whitewashing latrine Re. 1·92 = Rs. 14·32.

Municipal Office,
Kandy, May 31, 1909.

G. FRED. BUULTJENS,
Superintendent of Works.

Health Officer's Report for March, 1909.

Scavenging.—The town and suburbs within Municipal limits were more satisfactorily scavenged than in the previous months.

Drainage.—Clean and well kept.

Water supply.—Good, but not sufficient.

Bakeries.—In good order.

Alleys.—These were kept in as sanitary a state as possible.

Cooly lines.—These were kept as clean as possible.

Night soil depot.—Clean and well kept.

Laundries.—In good working order.

Eating houses.—All fairly well kept.

Dairies.—Well kept.

Public latrines.—In good order.

Public market.—Clean and well kept.

Food supply.—Was good and ample. 537 cattle, 84 buffaloes, 124 sheep, and 222 goats were slaughtered during the month. The dry fish boutiques were frequently inspected by me.

Fresh fruits and vegetables were good and always in stock.

Public health.—The health of the town during the month under review was exceptionally good. Five cases of chickenpox, 2 cases of measles, and 1 case of enteric fever were reported.

GEO. P. HAY, L.R.C.P. & S. (Edin.), L.F.P. & S. (Glas.),
Health Officer.

ROAD COMMITTEE NOTICES.

NOTICE is hereby given that an application having been made to the Provincial Road Committee that the provisions of the Branch Roads Ordinance, No. 14 of 1896, be extended to the District of Walapone for the construction therein of a cart road of an estimated length of about $3\frac{1}{2}$ miles from High Forest estate to Bramley estate, the Provincial Road Committee will, on Saturday, June 19, 1909, at 1.30 P.M., at their office in Kandy, proceed to define the limits of the district, the estates in which will, if the proposal for the construction of the said road be assented to by the proprietors of two-thirds of the acreage in the said district, be assessed for the construction and maintenance of the said road.

And it is further notified that it is proposed to include the following amongst other estates in the district to be assessed:—

Proprietors, Agents, and Superintendents.	Estates.	Acreage.
J. Vera Owen (Agent E. Rosling; Superintendent, R. Ashby)	.. Kurundu-oya	.. 201
Do.	.. Woodcote	.. 138
Do.	.. Matenata	.. 222
Lanka Plantations Co., Ltd. (Agents, J. M. Robertson & Co.; Superintendent, R. Ashby)	.. Rillamulle	.. 217
W. H. Tindall & Co. (Agents, Carson & Co.; Superintendent, T. H. Williams)	.. Bramley	.. 242

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

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, June 2, 1909.

Pupuressa Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a General Meeting of the proprietors or resident managers of the estates interested in the Pupuressa road will be held at the Delta estate factory on Saturday, June 26, 1909, at 9.30 A.M.

Business.

1. To elect a new Local Committee to perform the duties imposed by the Ordinance for two years.
2. The Local Committee to consider and report to the Provincial Committee with regard to—

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

for an assessment on the private contribution of Rs. 1,840.22 on the maintenance estimate of 1909, and to transact such other business as may come before it.

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, June 16, 1909.

Construction of two culverts on Deniyaya-Hayes Factory Road (opposite Handford Estate) during 1909.

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 construction of two culverts on the under-mentioned road during 1909, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the upkeep of the said road, as follows:—

DENIYAYA TO HAYES FACTORY ROAD.

Government moiety	..	Rs. 100.00
Private contributions	..	Rs. 104.50

3rd to 4th section.

Total acreage, 4,422—Moiety of cost, Rs. 38—
Sectional rate, .8593c.—Total rate, .8593c.

Assessment.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
J. Anderson	.. Handford	.. 758	..	6 52

3rd to 6th section.

Total acreage, 3,664—Moiety of cost, Rs. 19—
Sectional rate, .5185c.—Total rate, 1.3778c.

E. C. Anderson	.. Anningkande	775	..	10 68
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3rd to 8th section.

Total acreage, 2,889—Moiety of cost, Rs. 19—
Sectional rate, .6576c.—Total rate, 2.0354c.

Lipton, Limited	.. Panilkanda	.. 852	..	17 34
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3rd to 11th section.

Total acreage, 2,037—Moiety of cost, Rs. 28.50—
Sectional rate, 1.3991c.—Total rate, 3.4345c.

Union Estates Company (Whittal & Co.)

.. Hayes	.. 1,206	..	41 42
Do. .. Gongalla	.. 574	..	19 72
Do. (lessee) .. Longford	.. 257	..	8 82

104 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 12, 1909.

H. A. BURDEN,
Secretary.

Provincial Road Committee's Office,
Galle, June 11, 1909.

IT is hereby notified that under the provisions of section 12 of "The Branch Roads Ordinance, 1896," the following gentlemen have been elected to form a Local Committee in respect of the upkeep of the road from Deniyaya to Hayes estate factory for two years from May 13, 1909, to May 13, 1911:—

Messrs. John MacKessach, E. C. Anderson, and D. M. Rajapakse.

Mr. John MacKessach has been appointed Chairman of the Committee.

H. A. BURDEN,
for Chairman.

Provincial Road Committee,
Galle, June 14, 1909.

Norton-Carolina Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Norton Factory on Tuesday, June 29, 1909, at 3 P.M., to consider and report to the Provincial Road 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 private contributions:—Rs. 1,507.93 for maintenance, 1909, Rs. 158.87 for a retaining wall and for rebuilding portion of the culvert No. 121 on 6th mile; and to transact such other business as may come before it.

H. C. BRYETT,
Chairman, Local Committee.

Hardenhuish estate,
Watawala, June 14, 1909.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the road from Kegalla-Polgahawela road to Lowlands estate during 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Monday, June 21, 1909, at 3.45 P.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 381.00
Private contributions	..	Rs. 384.81

Proprietors or Agents.	Estates.	Acreage.
Charles Peris	.. Serapis	.. 60
Lipton, Limited	.. Carnhill	.. 132
Do.	.. Lower Eadella	.. 20
Do.	.. Lowlands	.. 65
Do.	.. Upper Eadella	.. 438
Do.	.. Lesmoir	.. 114

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

T. G. WILLETT,
Secretary.

Provincial Road Committee's Office,
Kurunegala, June 7, 1909.

Ratnapura-Malwala Ferry Grant-in-aid Road.

IN terms of section 14 of the Branch Roads Ordinance, No. 14 of 1896, I hereby give notice of my intention to hold a General Meeting of the proprietors or general managers of the estates interested in the Ratnapura-Malwala Ferry Grant-in-aid road, in the district of Ratnapura, Province of Sabaragamuwa, for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance for the term ending June 30, 1911.

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

The meeting will be held at Wewelketiya Factory on Friday, July 2, 1909 at 2 P.M.

R. B. HELINGS,
Chairman.
Provincial Road Committee,
Ratnapura, June 7, 1909.

Malwala Ferry-Wewelwatta Factory Estate Road.

NOTICE is hereby given that the Local Committee having estimated the cost of upkeep of the Malwala Ferry-Wewelwatta Factory Estate road at Rs. 14,600 during the year 1909, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of the Estate Roads Ordinance, No. 12 of 1902, will on July 17, 1909, at 2.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates, according to the under-mentioned sections into which the road is divided, to make up the amount above estimated:—

MALWALA FERRY-WEWELWATTA FACTORY ESTATE ROAD.

Amount to be recovered from estates, Rs. 14,600.

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
N. D. P. Silva & Co.	.. Silvaland	.. 1,017
The Consolidated Tea and Lands Company	.. Hapugastenne Group	.. 3,732
Do.	.. Hopewell	.. 325
Do.	.. Alupolla	.. 230
Do.	.. Wewelwatta	.. 250
Do.	.. Welawalamu-kalana	.. 352
W. D. Holland and A. H. Allenby	.. Dikmukulana	.. 165
A. H. Fernando and J. P. A. Ranawaka (lessees)	Agarsland	.. 307
		6,378

5th to 7th section, 3 miles.

The Consolidated Tea and Lands Company	.. Hapugastenne Group	.. 3,732
Do.	.. Hopewell	.. 325
Do.	.. Alupolla	.. 230
Do.	.. Wewelwatta	.. 250
Do.	.. Welawalamu-kalana	.. 352
W. D. Holland and A. H. Allenby	.. Dikmukulana	.. 165
A. H. Fernando and J. P. A. Ranawaka (lessees)	Agarsland	.. 307
		5,361

8th to 13th section, 6 miles.

The Consolidated Tea and Lands Company	.. Hopewell	.. 325
Do.	.. Alupolla	.. 230
Do.	.. Wewelwatta	.. 250
Do.	.. Welawalamu-kalana	.. 352
W. D. Holland and A. H. Allenby	.. Dikmukulana	.. 165
A. H. Fernando and J. P. A. Ranawaka (lessees)	Agarsland	.. 307
		1,629

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

J. C. W. ROCK,
for Chairman.

Provincial Road Committee's Office,
Ratnapura, June 9, 1909.

Ellearawa-Pinnawala Estate Road.

NOTICE is hereby given that the Government having estimated the cost of maintenance of the Ellearawa-Pinnawala Estate road at Rs. 3,000 during the year 1909, the Provincial Road Committee of the Province of Sabarágamuwa, acting under the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, will on July 17, 1909, at 2.30 o'clock p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.
Heirs of W. Forbes and F. M. Laurie ..	Maratenna ..	525
A. G. Layard and A. D. Sly ..	Detenegalla ..	450

Proprietors or Agents.	Estate	Acreage.
M. Cornelis Perera ..	Cecilton ..	372
Charles J. Marzetti ..	Kandahar ..	245
Tarrant & Co. ..	Ferndale and Sherwood ..	399
R. J. Layard ..	Pambagolla ..	419
		2,410

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

J. C. W. ROCK,
for Chairman.

Provincial Road Committee's Office,
Ratnapura, June 9, 1909.

LOCAL BOARD NOTICES.

IT is hereby notified that the under-mentioned properties within the Local Board limits of the town of Ratnapura will be sold by public auction in default of payment of Local Board rates for the 1st quarter, 1909, on June 24, 1909, at 2 p.m., at the office of the Government Agent, Ratnapura, unless in the meantime the amount owing in respect of the rate together with the lawful cost of seizure and sale is duly paid.

No.	Name of Owner.	Description of Property.
		Malwala road.
5 ..	Estate of Kiri Etana ..	House occupied by Mohottihami
		Batugedara road.
56 ..	Estate of Dingirihami ..	Kudaowita
		Tiruvanaketiya road.
107 ..	Ismail Lebbe Kanakapulle ..	Tiled house
		Weralupe road.
27 ..	Estate of G. William, &c. ..	Hatlahaliadda

Ratnapura Kachcheri,
June 11, 1909.

R. B. HELLINGS,
Government Agent.

THE under-mentioned packages having been left in the baggage room beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded they will be sold by public auction on Monday, July 5, 1909, at 1 p.m.:—

Date.	Number.	Name.	Vessel.	Number and Description of Goods.
1909.				
February 17 ..	636 ..	A. Anderson ..	ss. Cheshire ..	1 chair
Do. 20 ..	671 ..	Volkart Bros. ..	ss. Scharzfels ..	1 package
Do. 24 ..	719 ..	Nil ..	Unknown ..	1 case
Do. 27 ..	753 ..	Dr. Orr ..	ss. Orient ..	1 chair
March 4 ..	892 ..	Nil ..	ss. Mooltan ..	do.
Do. 8 ..	947 ..	Nil ..	Unknown ..	1 rattan basket
Do. 8 ..	952/55 ..	Mrs. R. C. H. Brock ..	ss. Delhi ..	4 rattan chairs
Do. 8 ..	963 ..	E. Branall ..	ss. Mongolia ..	1 chair
Do. 15 ..	1,037 ..	R. T. M. Scott ..	ss. Worcestershire ..	1 gun
— ..	— ..	Nil ..	Unknown ..	1 bag

H. M. Customs,
Colombo, June 16, 1909.

F. J. SMITH,
for Principal Collector.

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

Vessels.	Date of Clearing	For what Port.	Plantation Coffee.	Tea.	Cacao.	Trunk Ginchona.	Branch Ginchona.	Ginchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Pomac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapan-wood.	Kiul Fibre.	Deer Horns.
COLOMBO.	1909.																							
ss. Amiral Neilly	7-6	Singapore																						
ss. Workman	7-6	London		537079																				
ss. Luizow	7-6	Yokohama		5843					180215															
ss. Marmora	7-6	London			32									600	34560									
ss. Umkuzi	7-6	Cape Ports									12													
ss. Isla de Luzon	7-6	Manila		1375	200																			
ss. Buelow	7-6	Bremen																						
ss. Nicomedia	7-6	Hamburg		50204	159				5000							510								
ss. Derbyshire	7-6	London		1078444	59				3500*							1303								
ss. Segura	7-6	China		115849																				
ss. Simla	7-6	China		400																				
ss. Seharhorst	7-6	Sydney		376630	10				10000															
ss. Prinz Regent	7-6	Yokohama		53062	300																			
ss. Hifachi Maru	7-6	London		526805	256				242955															
ss. Nizami	7-6	Calcutta		160																				
ss. Tokomi Maru	7-6	Bombay		16355																				
ss. Bloemfontein	7-6	New York		785727																				
ss. Glen Macfadyen	10-6	London							10100															

* And chips 5,600 lb. † Chips.

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

From	Bags.	TO GALLE:—
Tuticorin	9,132	
China	3,810	
Penang	11,879	
Calcutta	22,837	
Coconada	400	
Rangoon	8,815	
Total	66,489	

TO COLOMBO:—

From	Bags.	TO GALLE:—
Ampstarn	160	
Karachehi	3,278	
Singapore	6,178	
Total	66,489	

H. M. Customs,
Colombo, June 14, 1909.

F. J. SMITH,
for Principal Collector

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following specifications have been accepted :—

No. 1,017 of November 28, 1907.

Samuel Cleland Davidson.—"Improvements in or relating to apparatus for drying tea, grain, or other vegetable, animal, or mineral substances."

Abstract.—In apparatus for drying tea, grain, &c., of the type characterised by exposing the material to be dried on superimposed perforated trays through which the heated or desiccated air is to be forced, it is found that if the air is drawn upwards the upper surfaces of the material to be dried are not effectually dried. The object of this invention is to obviate those defects by forcing heated or desiccated air upwards through the trays and layers of material to be dried in such a way as to secure "a sufficient amount of back pressure to bring the air into effective contact with the upper surfaces of the material upon the trays." The way of doing that proposed in this invention is to employ in the base of the drying chamber an air pressure chamber of the full length and width of the drying chamber and of considerably greater depth than the inlet opening at one end of the chamber, through which the heated or desiccated air blast is admitted from a fan or other propelling device. That inlet opening may be provided with a plate extending downwards, inclined or not, to restrict the inlet aperture which extends for the full width of the drying chamber whereby the supply of air forced into the pressure chamber is caused to pass along the floor in the form of a wide flat layer of air of less depth than said pressure chamber. The claims are for the invention of the deflecting plate or the extension downwards of the end wall of the pressure chamber forming the restricted air inlet and the combination of those with drying apparatus of the type described for the purpose of causing the supply of air to pass along the floor of the drying chamber in the form of a wide flat layer.

Three claims; one sheet of drawings.

No. 1,086 of May 6, 1909.

Alexander Cameron & David Stuart Cameron.—"Latex Releaser."

Abstract.—This invention relates to improvements in tapping and incising tools for rubber and other latex bearing trees. The tool is designed for use in conjunction with any ordinary rubber paring knife and for taking the place of ordinary prickers, chisels, &c., so used at present; or for use alone to tap through the surface bark as well. The object of the invention is to prevent injury to the cambium of the tree, and at the same time to permit the quick and clean severing of more cells than is possible with other tools and to produce more latex than is possible by resorting to the intermittent stabbing of the bark that attends the use of rotary or other prickers and chisels. The tool consists of an ordinary handle and shank, with a head formed at the end of the shank of more or less rectangular outline projecting slightly beyond all the surfaces of the shank, which is shown in the drawings to be rectangular in section. In the elevation of the tool, the left hand end of the head is shown to be bevelled uniformly at the four edges to form a smaller rectangle; through that small rectangular end projects the sharpened end of a thin knife blade held by a set screw in a rectangular passage pierced through or slotted in the head. The right hand end of the head is sloped away at an angle with the centre line of the shank and or with the plane of the shank. The knife blade projects also through this right hand end of the head, far enough for finger and thumb to adjust the amount of its projection through the other end of the head before fixing it with the set screw. The tool with the knife blade adjusted like that is ready for use to cut long inclined incisions in the latex bearing bark after the outer bark has been pared away by an ordinary paring tool; the angle of bevel of the head round the knife end allowing the desired inclination of the incision to be attained and the depth of the incision being determined by the amount of the projection of the knife blade and regulated by thumb pressure on the rear of the blade before fixing the blade with the set screw. It is claimed that the regulation of the depth of incision in that way can be done so as to prevent injury to the cambium. When it is desired to tap directly through the outer bark the knife blade is reversed end for end and is made to project through the other end of the head which may be sloped away at any convenient angle for the purpose.

For this latter purpose an alternative tool is described consisting of shank and handle and a head formed at the end of the shank which is the same thickness as the shank but is wider towards one side than the width of the shank. The edge of that projecting side is fitted with a flange, set at an angle or not, which is pierced with a narrow slot through which projects the nose of a hooked knife blade, pivotted at its other end to the shank, and which can be adjusted by a butterfly nut to project through that slot to the desired extent for making incisions in the bark. Two slots, one on each side of the thickness of the shank, can be made in the flange and two pivotted hooked blades can be used similarly.

Three claims; one sheet of drawings.

No. 1,093 of June 2, 1909.

Louis Lumiere.—"Improvements in and relating to accoustical instruments."

Abstract.—This invention relates to improvements in the construction of the diaphragm of sound producing and recording instruments and of musical instruments in general.

The improvement consists in pleating the surface of such a diaphragm with radial pleats. The diaphragm may be a single disc pleated in that way, or preferably a hollow double conical diaphragm, with the hollows

in one of the pleated conical surfaces corresponding with the ridges on the other, the hollows and ridges getting more and more shallow in tracing them from the centre to the circumference, and so that the circumference is a line lying in one plane.

The object of the invention is to be able to use large diaphragms without risk of nodes being formed when transmitting sound and to be able to use a smaller amplifying horn.

Seven claims: two sheets of drawings.

No 1,094 of June 4, 1909.

William Jackson.—“Improvements in apparatus for packing tea leaf and other produce, or material, in boxes, or other containers.”

Abstract.—This invention relates to apparatus for packing tea leaf or other produce, or material, in boxes or containers of the kind wherein a shaking movement is given to the box or container in which the tea leaf or other produce or material is placed to be compacted by the shaking.

The apparatus consists of a vertical spindle (or more than one spindle) rotated by convenient gear mounted and contained in a box like casing, and having at the upper end of it a crank pin (of small throw) protruding upwards through the top of the casing, on which is mounted, free to turn on it, a platen or table (whose centre will accordingly describe a circular path) to which is clamped the box or container to be shaken. The platen or table is restrained from revolving in space by springs attached to it and to the box like casing. Three claims; two sheets of drawings.

E. HUMAN,
Registrar of Patents.