



# Ceylon Government Gazette

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PART III.—Provincial Administration.  
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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE NEUCHATEL ESTATES, LIMITED.

1. The name of the Company is "The NEUCHATEL ESTATES, 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 purchase or otherwise acquire all those several estates, plantations, and premises called and known as Neuchatel, Indalanda and Dikhena, Kempton Park and Nagahakanda, situated in the Kalutara District of the Western Province of the Island of Ceylon, and of a total extent of about 2,196 acres or any portion or portions thereof at or for the price or sum of One hundred and Twenty-seven thousand Five hundred pounds sterling (£127,500), and upon the title under which the same is or are held by the proprietors thereof. The consideration or considerations to be paid for the said estates or any portion or portions thereof as aforesaid to be payable in cash or in shares of the Company or partly in cash and partly in shares of the Company, and such shares to be fully paid up or partly paid up and to be issued to the vendors or vendor and (or) their or his nominees or nominee.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon, India, or the Federated Malay States, or elsewhere, and any right of way, water rights, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon, India, the Federated Malay States, or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.

- (6) To carry on in the said Island of Ceylon, India, the Federated Malay States, or elsewhere all or any of the following businesses, that is to say, planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (13) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, India, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, India, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, in India, the Federated Malay States, or elsewhere.
- (18) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (19) 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.
- (20) 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.

- (21) 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.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) 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.
- (30) 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.
- (31) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them. It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Two million Five hundred and Fifty thousand Rupees (Rs. 2,550,000), divided into One hundred and Seventy thousand (170,000) shares of Fifteen Rupees (Rs. 15) 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.
A. S. BERWICK, Colombo .. .. .	.. One
A. L. HINE-HAYCOCK, Colombo .. .. .	.. One
F. J. DE SARAM, Colombo .. .. .	.. One
LESLIE W. F. DE SARAM, Colombo .. .. .	.. One
H. S. JEAFFRESON, Colombo .. .. .	.. One
N. MURRAY, Colombo .. .. .	.. One
W. E. DRURY, Colombo .. .. .	.. One

Witness .

Colombo, December 1, 1909.

EUSTACE F. DE SARAM,  
Proctor of the Supreme Court.

## ARTICLES OF ASSOCIATION OF THE NEUCHATEL ESTATES, 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 Neuchatel Estates, 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 Two million Five hundred and Fifty thousand Rupees (Rs. 2,550,000), divided into One hundred and Seventy thousand (170,000) shares of Fifteen Rupees (Rs. 15) 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, other than a firm, 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 33 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. 2:50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

37. *Transfer Books when to be closed.*—The Transfer Books 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. 2:50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

#### SHARES (SURRENDER AND FORFEITURE).

41. *The Directors may accept surrender of shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed 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, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

*Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bonâ fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

47. *Lien how made available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

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

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

#### PREFERENCE SHARES.

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

52. *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; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, six per centum per annum.

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Seventy-five thousand Rupees (Rs. 75,000). 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 document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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



65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever, of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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 Neuchatel Estates, Limited.*

I, ———, of ———, appoint ———, of ——— (a Shareholder in the Company), as my proxy, to represent me and to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the ——— day of ———, One thousand Nine hundred and ———, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

As witness my hand this ——— day of ———, One thousand Nine hundred and ———.

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

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

DIRECTORS.

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

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 One thousand Five hundred Rupees (Rs. 1,500) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000), annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Charles John Cowper Mee, Archibald Leslie Hine-Haycock, Horace Augustus Tipple, and Alfred Scott Berwick, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

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

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

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

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

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

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

- (a) If he accepts or holds any office or place of profit (other than Managing Director, Visiting Agent, Superintendent, or Secretary) under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

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

102. *How Directors removed and successors appointed.*—The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead, and the Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

103. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his 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 Directors shall have power to carry into effect the purchase and acquisition of the said Neuchatel, Indalanda and Dikhena, Kempton Park and Nagahakanda estates, plantations, and premises from the owners thereof.

106. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company, to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said Neuchatel, Indalanda and Dikhena, Kempton Park and Nagahakanda estates, plantations, and premises or any portion or portions thereof aforesaid, and any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business 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 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, artizans, labourers, and other servants, for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and 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, artizans, 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 a special resolution 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 the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such 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, 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 receipt 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 for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

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 also, if they think fit, from time to time and at any time, without the sanction of a General Meeting 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 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 dividend 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 open 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 posted at a post office or put into a 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 person, 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 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 1st day of December, 1909.

A. S. BERWICK.  
A. L. HINE-HAYCOCK.  
F. J. DE SARAM.  
LESLIE W. F. DE SARAM.  
H. S. JEAFFRESON.  
N. MURRAY.  
W. E. DRURY.

Witness :

EUSTACE F. DE SARAM,  
Proctor of the Supreme Court, Colombo.

### MEMORANDUM OF ASSOCIATION OF THE PERAK "KONGSI" COCONUT COMPANY, LIMITED.

1. The name of the Company is "THE PERAK KONGSI COCONUT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Nuwara Eliya.
3. The objects for which the Company is to be established are—
  - (a) To acquire about 1,000 acres of land in the District of Perak in the Federated Malay States, which has been applied for by M. Kelway Bamber, Esq., on behalf of the proposed Company.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights easements, patents, licenses, or privileges in the Federated Malay States or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in the Federated Malay States or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in the Federated Malay States or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in the Federated Malay States or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market coconuts, copra, fibre, rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, copra, fibre, rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, copra, fibre, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of coconuts, rubber, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, the Federated Malay States, or elsewhere stores, shops, and places for the sale of coconuts, rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatever.
- (o) To cultivate, manage, and superintend estates and properties in the Federated Malay States or elsewhere, and generally to undertake the business of estate agents in the Federated Malay States and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purpose of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in the Federated Malay States or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.



- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other Company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees, divided into Five thousand shares of One hundred Rupees each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
LEWIS B. GREIG, Ramboda .. .. .	One
AGNES GREIG, Ramboda .. .. .	One
Witness to above signatures, November 2, 1909:	
LIZZIE W. SNODGRASS.	
EDWARD J. GRIMSTON, Ramboda .. .. .	One
Witness to above signature, November 2, 1909:	
GEORGE W. FULCHER.	
ALICE F. DAVIES, Kandapola .. .. .	One
J. H. S. ROGERS, Kandapola .. .. .	One
N. W. DAVIES, Kandapola .. .. .	One
Witness to above signatures, November 3, 1909:	
T. E. KOELMEYER.	
EDWIN G. COULSON, Kandapola .. .. .	One
Witness to above signature, November 3, 1909:	
REGINALD WISE.	

**ARTICLES OF ASSOCIATION OF THE PERAK "KONGSI" COCONUT  
COMPANY, LIMITED.**

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

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

**INTERPRETATION CLAUSE.**

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

"The word "Company" means "The Perak 'Kongsi' Coconut Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

"Presence or present" at a meeting means presence or present personally or by proxy or by attorney.

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

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

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

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

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

"Month" means a calendar month.

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

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

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

**BUSINESS.**

2. The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

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

**CAPITAL.**

4. The original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand shares of One hundred Rupees (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share, and in the aggregate as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions in all respects with reference to the payments of allotment money, calls, and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.

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

**SHARES.**

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within

which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands; and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 to become a Shareholder in respect of any share.

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

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

20. The certificate of shares registered in the name of two or more persons not a firm shall be delivered to the person first named on the register.

#### CALLS.

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

22. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of actual payment.

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

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

25. The Directors may, at their discretion, receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon, not exceeding, however, six per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

29. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or in case of shares not fully paid up, to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 28 and 30, shall register the transferee as a Shareholder, and retain the instrument of transfer.

31. 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.

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument or transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

33. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three next days ensuing the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

#### TRANSMISSION OF SHARES.

34. The executors or administrators or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon securing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

36. If any person who shall become entitled to be registered in respect of any share under clause 34 shall not, from any cause whatever, within 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.

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

If the requisition of which 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, with interest, and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

42. A certificate in writing under the hands of one of the Directors and of the Secretary that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of

such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all the moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

44. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors 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.

45. The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

46. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 44 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Two thousand pounds (£ 2,000) sterling.

49. With the sanction of a General Meeting the Board shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary, or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

50. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets of the Company, both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

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

52. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

#### GENERAL MEETINGS.

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

54. Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, then at such place and at such time as soon after the first day in each year as may be determined by the Directors.

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

56. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of the Company for the time being subscribed for.

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

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

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

60. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting.

61. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in the place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever, of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

63. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote.

64. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

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

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

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

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

#### VOTING AT MEETINGS.

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

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

71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

73. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

74. The parent or guardian of an infant Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

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

77. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the incorporation of the Company.

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

79. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointer, or if such appointer be a company or corporation, it shall be under the common seal of such company or corporation.

80. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

The instrument appointing a proxy may be in the following form :—

*The Perak Kongsu Coconut Company, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, appoint \_\_\_\_\_, of \_\_\_\_\_ (a Shareholder in the Company), as my proxy, to represent me and to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, One thousand Nine hundred and \_\_\_\_\_, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, One thousand Nine hundred and \_\_\_\_\_.

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

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

**DIRECTORS.**

83. The number of Directors shall never be less than two or more than five; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least fifty shares in the Company, upon which all calls for the time being have been paid; and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate on and after the 1st day of October, 1909, a sum not exceeding Five thousand Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Director of the Company.

84. The first Directors shall be Montague Kelway Bamber, Lewis Borthwick Greig, and Neander Warburton Davies, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

85. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents of the Company, or Superintendents of any of the estates, for such time and on such terms as the Directors may determine, or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, or Superintendents.

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

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

**ROTATION OF DIRECTORS.**

86. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 87.

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

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

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

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

91. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

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

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

95. The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

96. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

97. No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

#### DISQUALIFICATION OF DIRECTORS.

98. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Agricultural Adviser, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

#### POWERS OF DIRECTORS.

99. The Directors shall have power to carry into effect the acquisition of the land of about 1,000 acres in the District of Perak in the Federated Malay States applied for by Mr. Kelway Bamber, and the lease, purchase, or acquisition of other lands, estates, or property they may think fit, or any share or shares thereof.

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

101. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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



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

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

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

106. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in the Federated Malay States, Ceylon, or elsewhere, all or any of the powers or functions given to all exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions, as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

108. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

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

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

111. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereat shall have a casting vote in addition to his vote as a Director.

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

113. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.

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

115. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

116. The Directors shall cause minutes to be made in a book or books to be provided for the purpose:—

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

117. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

#### ACCOUNTS.

118. The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

120. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

121. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

122. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

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

124. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at or posted to the registered address of every Shareholder.

125. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

#### AUDIT.

126. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

127. The Directors shall appoint the first Auditor of the Company and fix his remuneration. He shall hold office till the second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the first Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the first Ordinary General Meeting after his or their appointments, or until otherwise ordered by a General Meeting.

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

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

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

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

132. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

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

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

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

135. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

136. The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

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

139. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

140. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

141. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

142. Every dividend or bonus payable in respect of any share held by several persons jointly other than a firm may be paid to, and an effectual receipt given by, any one of such persons.

#### NOTICES.

143. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

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

145. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the Agent or Secretary or Agents or Secretaries of the Company their own or some other address to which notice may be sent.

146. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

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

148. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

#### ARBITRATION.

149. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person the same may be referred by the Directors to arbitration.

#### EVIDENCE.

150. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall

not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Nuwara Eliya on the dates hereinafter mentioned.

LEWIS B. GREIG.

AGNES GREIG.

Witness to above signatures, November 2, 1909 :

LIZZIE W. SNODGRASS.

EDWARD J. GRIMSTON.

Witness to above signature, November 2, 1909 :

GEORGE W. FULCHER.

ALICE F. DAVIES.

J. H. S. ROGERS.

N. W. DAVIES.

Witness to above signatures, November 3, 1909 :

T. E. KOELMEYER.

EDWIN G. COULSON.

Witness to above signature, November 3, 1909 :

REGINALD WISE.

The "Kongsi" Rubber Company, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of the Company will be held at the Hill Club, Nuwara Eliya, on Saturday, January 15, 1910, at 1.30 P.M.

*Business.*

1. To receive the report of the Directors and accounts to October 31, 1909.

2. To elect a Director.

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

The transfer books of the Company will be closed from January 8 to 15, 1910.

By order of the Directors,

N. W. DAVIES,

Agent and Secretary.

Kandapolla, December 14, 1909.

I, AHAMADO CASIM MOHAMMADO of Galle, presently of No. 35, Hulftsdorp, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Judges of the Honourable the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

A. C. MOHAMMADO,

Proctor, District Court, Colombo.

35, Hulftsdorp,

Colombo, December 9, 1909.

I, LOUIS TISSERA SANDANAYAKA of Kuda Wadduwa of Panadure totamuna, in the District of Kalutara, do hereby give notice, in terms of section 6 of the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language for Kehelhenawa in Munwattabage pattu of Rayigam korale in the District of Kalutara.

P. L. TISSERA.

Wadduwa, December 3, 1909.

I, BASTIAN KORALLAGE MARSHAL RODRIGO of Uswetakeiyawa, Pamunugama, in Ragam pattu of Alutkuru korale, Colombo District, do hereby give notice, in terms of the Schedule I., B., of section 8 of the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Ratnapura.

B. M. RODRIGO.

Uswetakeiyawa,

Pamunugama, November 29, 1909.

I, HEWAFONSEKAGEY ALBERT FONSEKA, of Wadduwa, in the District of Kalutara, do hereby give notice, that I shall, in terms of the Schedule I., B., of section 8 of Ordinance No. 1 of 1907, three months hence, apply to the Registrar-General for admission as a Notary Public for the District of Kalutara to practise in the Sinhalese language.

H. A. FONSEKA.

Wadduwa, November 22, 1909.

I, EDWARD SIMEON of No. 141, Colombo street, Kandy, do hereby give notice, in terms of the rule 2 of the Schedule B. of the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in Sinhalese in the Kandy District.

E. SIMEON.

No. 141, Colombo street,  
Kandy, November 30, 1909.

SIX weeks hence I, CANAGASABAI PERUMALPILLAI of No. 33, Hulftsdorp street, Colombo, shall apply to the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

C. PERUMALPILLAI,  
Proctor, District Court, Colombo.

Colombo, December 15, 1909.

SIX weeks hence I, ELLIATAMBY MURUGESAMPILLAI of "Sorna Villa," Dam street, Colombo, Proctor of the District Court of Colombo, shall 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 Court.

E. MURUGESAMPILLAI.

Colombo, December 11, 1909.

SIX weeks hence, that I, NOORDEEN HADJIAR MOHAMED ABDUL CADER of "Sulaiman Lodge," Colpetty, Proctor, District Court, Colombo, 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.

N. H. M. A. CADER.

December 16, 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 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 149th clause of the Ordinance No. 7 of 1887, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

R. R. DUNUWILLE,

The Municipal Office, Secretary.  
Colombo, December 14, 1909.

#### SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Wednesday, January 12, 1910.		
Mutwall street.		
150-152	3rd and 4th quarters, 1908	7 A.M.
151-157	Do.	7.5
159A	Do.	7.10
152-158	Do.	7.15
174-177	Do.	7.20
156	Do.	7.25
153-159	4th quarter, 1908	7.30
154-160	3rd and 4th quarters, 1908	7.35
156-168	Do.	7.40
160-167	Do.	8
161-163A	Do.	8.5
162-164	Do.	8.10
164-166	Do.	8.15
167-170	Do.	8.20
172-175	Do.	8.25
176	Do.	8.30
166-161	Do.	8.35
168-173	Do.	8.40
169-171	Do.	8.45
170-172	Do.	8.50
173-178	Do.	8.55
184A	Do.	9
184B	Do.	9.5
156A	Do.	9.10
188-183	Do.	9.15
195-188	Do.	9.20
199-194	Do.	9.25
200-196	Do.	9.30
201-195	Do.	9.35
119-129	Do.	9.40
134-137	Do.	9.45
135-135A-138B	Do.	9.50
136-139	Do.	9.55
137-140	Do.	10

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Friday, January 14, 1910.		
Mutwall street.		
138-141	3rd and 4th quarters, 1908	7 A.M.
139-142	Do.	7.5
163	Do.	7.10
186-181	Do.	7.15
187-187A-182	Do.	7.20
204-201	Do.	7.25
205-205	Do.	7.30
209-207	Do.	7.35
210-210	Do.	7.40
210A-208	Do.	7.45
211A-209	Do.	7.50
212-212	Do.	7.55
213-213	4th quarter, 1908	8
215-216	3rd and 4th quarters, 1908	8.15
216-217	4th quarter, 1908	8.20
218-211	3rd and 4th quarters, 1908	8.25

Premises No.	Quarter and Year.	Time of Sale.
Modera street.		
4-2	3rd and 4th quarters, 1908	8.35 A.M.
4A-3	Do.	8.40
5-4	Do.	8.45
5A-5	Do.	8.50
8-8	Do.	8.55
11-11	Do.	9
11A-12	Do.	9.5
13A-15	Do.	9.10
15-21	Do.	9.15
17C-29	Do.	9.20
20-33	Do.	9.25
21-30	Do.	9.30
24-34	Do.	9.35
26-36	Do.	9.40
22-32	Do.	9.45
22A-31	Do.	9.50
23-37	Do.	9.55

Date of Sale: Saturday, January 15, 1910.

Premises No.	Quarter and Year.	Time of Sale.
Modera street.		
28-39	3rd and 4th quarters, 1908	7 A.M.
30-41	Do.	7.5
31-42	Do.	7.10
34-45	Do.	7.20
37-48	Do.	7.25
38A-49	Do.	7.30
43-56	Do.	7.50
44-57	Do.	7.55
45-58	Do.	8
47-60	Do.	8.5
50-63	Do.	8.10
53-66	Do.	8.20
54-67	Do.	8.25
67A	Do.	8.30
55-68	Do.	8.35
56-69	Do.	8.40
61-74	4th quarter, 1908	8.45

Premises No.	Quarter and Year.	Time of Sale.
62-75	3rd and 4th quarters, 1908	8.50 A.M.
63-76	Do.	8.55 "
66-78	Do.	9 "
67-79	Do.	9.5 "
79A	Do.	9.10 "
80A	Do.	9.20 "
69-81	Do.	9.25 "
70-83	Do.	9.30 "
71-82	4th quarter, 1908	9.35 "
72-84	3rd and 4th quarters, 1908	9.40 "
73-85	Do.	9.45 "
74-86	Do.	9.50 "
75-87	Do.	9.55 "
88A	Do.	10 "

Date of Sale: Monday, January 17, 1910.

Modera street.		
77-89	4th quarter, 1908	7 A.M.
89A	3rd and 4th quarters, 1908	7.5 "
78-92	Do.	7.10 "
79-90	Do.	7.15 "
80-91	Do.	7.20 "
81-93	Do.	7.25 "
82-95	Do.	7.35 "
82A-82C-96	Do.	7.40 "
86-100	Do.	7.45 "
87-102	Do.	7.50 "
88-103	4th quarter, 1908	7.55 "
88A-105	Do.	8 "
88B-104	Do.	8.5 "
90E-107	3rd and 4th quarters, 1908	8.10 "
127A	4th quarter, 1908	8.15 "
112-128	1st to 4th quarter, 1908	8.20 "
128A	3rd and 4th quarters, 1908	8.25 "
113-129	Do.	8.30 "
115-131	Do.	8.35 "
116-132	Do.	8.40 "
117-133	Do.	8.45 "
117A-138	Do.	8.50 "
117B-139	Do.	8.55 "
118-134	Do.	9 "
119C-140	Do.	9.5 "
120A-136	Do.	9.10 "
120B-137	Do.	9.15 "
121-144	Do.	9.20 "
122-145	Do.	9.25 "
147	4th quarter, 1908	9.30 "
129-149	3rd and 4th quarters, 1908	9.35 "
126-153	4th quarter, 1908	9.40 "
126B-152	Do.	9.45 "
128-162	3rd and 4th quarters, 1908	9.50 "
130-164	Do.	9.55 "
129-163	Do.	10 "

Date of Sale: Tuesday, January 18, 1910.

Modera street.		
132-166	3rd and 4th quarters, 1908	7 A.M.
132A-167	Do.	7.5 "
133-186	Do.	7.10 "
133A-185	Do.	7.15 "
133B-187	Do.	7.20 "
134-189	Do.	7.25 "
135A-192	Do.	7.30 "
137A-197	Do.	7.40 "
138-200	Do.	7.45 "
139-201	Do.	7.50 "
143-207	Do.	7.55 "
144-208	Do.	8 "
146-215	Do.	8.5 "
148-224	Do.	8.15 "
149-225	Do.	8.20 "
150-223	Do.	8.25 "
152-153-227	Do.	8.40 "
154-228	4th quarter, 1908	8.45 "

Premises No.	Quarter and Year.	Time of Sale.
155-229	3rd and 4th quarters, 1908	8.50 A.M.
156-230	Do.	8.55 "
157	4th quarter, 1908	9 "
158-232	3rd and 4th quarters, 1908	9.5 "
163-251	4th quarter, 1908	9.10 "
165-254	3rd and 4th quarters, 1908	9.15 "
167-256	Do.	9.25 "
168-257	Do.	9.30 "
169-259	Do.	9.35 "
174-263	Do.	9.50 "
175-275	4th quarter, 1908	9.55 "
176-276	3rd and 4th quarters, 1908	10 "

Date of Sale: Wednesday, January 19, 1910.

Modera street.		
177-277	3rd and 4th quarters, 1908	7 A.M.
178-278	Do.	7.5 "
179A-280	4th quarter, 1908	7.10 "
185-303	3rd and 4th quarters, 1908	7.25 "
191-311	Do.	7.35 "
191A-312	Do.	7.40 "
192-310	Do.	7.45 "
191B-313	4th quarter, 1908	7.50 "
194-315	3rd and 4th quarters, 1908	8 "
195-316	Do.	8.5 "
317	Do.	8.10 "
210-243	Do.	8.15 "
211-242	Do.	8.20 "
212-241	Do.	8.25 "
213-244	Do.	8.30 "
215-247	Do.	8.35 "
217-245	Do.	8.45 "
221-273	Do.	9 "
224-272	Do.	9.5 "
232-299	Do.	9.10 "
234-286	4th quarter, 1908	9.15 "
235-287	3rd and 4th quarters, 1908	9.20 "
236-288	Do.	9.25 "
238-291	Do.	9.30 "
238A-292	Do.	9.35 "
292A	Do.	9.40 "
240-265	Do.	9.45 "
242	Do.	9.50 "
243A-289	Do.	9.55 "
246-222	Do.	10 "

Date of Sale: Thursday, January 20, 1910.

Modera street.		
252-220	3rd and 4th quarters, 1908	7 A.M.
254-214	Do.	7.5 "
213	Do.	7.10 "
254A-211	Do.	7.15 "
254B-212	Do.	7.20 "
259-217	4th quarter, 1908	7.25 "
164-252	3rd and 4th quarters, 1908	7.30 "
260-216	Do.	7.35 "
262-193	Do.	7.40 "
159	Do.	7.45 "
266-161	Do.	7.50 "
266A-161	Do.	7.55 "
267-169	Do.	8 "
269-184	Do.	8.5 "
270-177	4th quarter, 1908	8.10 "
271-171	3rd and 4th quarters, 1908	8.15 "
271A-172	Do.	8.20 "
173	Do.	8.25 "
174	Do.	8.30 "
272-178	4th quarter, 1908	8.35 "
273-183	3rd and 4th quarters, 1908	8.40 "
274-188	Do.	8.45 "
275-175	Do.	8.50 "
276-176	Do.	8.55 "
277-180	Do.	9 "
278-168	Do.	9.5 "
279-170	Do.	9.10 "

Premises No.	Quarter and Year.	Time of Sale.
280-190	4th quarter, 1908	9.15 A.M.
281-191	3rd and 4th quarters, 1908	9.20 "
283-182	Do.	9.30 "
284-179	4th quarter, 1908	9.35 "
285-181	3rd and 4th quarters, 1908	9.40 "
288A-298	Do.	9.50 "
254A	Do.	9.55 "

Alutmawatta road.

1A .. 3rd and 4th quarters, 1908 .. 10 A.M.

Date of Sale : Friday, January 21, 1910.

Alutmawatta road.

2-243	3rd and 4th quarters, 1908	7 A.M.
14-260	4th quarter, 1908	7.10 "
16-258	3rd and 4th quarters, 1908	7.15 "
21-257	Do.	7.20 "
24-255	Do.	7.25 "
34-266	4th quarter, 1908	7.35 "
36-267	3rd and 4th quarters, 1908	7.40 "
37-272	Do.	7.45 "
38-269	Do.	7.50 "
38A-270	Do.	7.55 "
271	Do.	8 "
271A	Do.	8.5 "
42-274	Do.	8.10 "
46-279	Do.	8.20 "
52-281	Do.	8.25 "
58-311	Do.	8.30 "
60A-312	Do.	8.35 "
315A	4th quarter, 1908	8.40 "
60D-316	3rd and 4th quarters, 1908	8.50 "
62-287	Do.	8.55 "
63-286	Do.	9 "
119-121		
318-320	Do.	9.5 "
74-299	Do.	9.10 "
76-298	Do.	9.15 "
77-296	Do.	9.20 "
78-295	Do.	9.25 "
80-306	Do.	9.30 "
81-305	Do.	9.35 "
82-304	Do.	9.40 "
83-303	Do.	9.45 "
123-322	Do.	9.50 "
128-328	Do.	9.55 "
130-330	Do.	10 "

Date of Sale : Monday, January 24, 1910.

Alutmawatta road.

136-335	3rd and 4th quarters, 1908	7 A.M.
137-138-336	Do.	7.5 "
142-341	Do.	7.10 "
341A	Do.	7.15 "
166-16	Do.	7.20 "
16A	Do.	7.25 "
16C	Do.	7.30 "
16H	Do.	7.35 "
18	Do.	7.40 "
24	Do.	7.45 "
190-27	Do.	7.50 "
191-26	Do.	7.55 "
201-34	Do.	8 "
202-32	Do.	8.5 "
204-31	Do.	8.10 "
207-37	Do.	8.15 "
208-36	Do.	8.20 "
212-33	Do.	8.25 "
220-50	Do.	8.30 "
229-48	4th quarter, 1908	8.35 "
231-46	3rd and 4th quarters, 1908	8.40 "
54	Do.	8.50 "
236-53	Do.	8.55 "
239-43	4th quarter, 1908	9 "
253A	Do.	9.5 "
254A-64	Do.	9.10 "

Premises No.	Quarter and Year.	Time of Sale.
255-65	3rd and 4th quarters, 1908	9.15 A.M.
257-67	Do.	9.25 "
258-68	4th quarter, 1908	9.30 "
259-69	Do.	9.35 "
260	3rd and 4th quarters, 1908	9.40 "
263-62	Do.	9.50 "
61	Do.	9.55 "
60	Do.	10 "

Date of Sale : Tuesday, January 25, 1910.

Alutmawatta road.

266-57	3rd and 4th quarters, 1908	7 A.M.
269-82	4th quarter, 1908	7.10 "
81	Do.	7.15 "
81A	Do.	7.20 "
272-83	3rd and 4th quarters, 1908	7.30 "
87	Do.	7.35 "
274-72	Do.	7.45 "
289-95	Do.	7.50 "
291-92	Do.	7.55 "
295-166	Do.	8 "
295A-167	Do.	8.5 "
296-172	Do.	8.10 "
298-165	4th quarter, 1908	8.15 "
299-168-169	3rd and 4th quarters, 1908	8.20 "
299A	Do.	8.25 "
302-170	Do.	8.35 "
302A-171	Do.	8.40 "
304-173	4th quarter, 1908	8.45 "
306-159-160	3rd and 4th quarters, 1908	8.50 "
306A	Do.	8.55 "
308-137	Do.	9 "
307A-161	Do.	9.5 "
309-133	Do.	9.10 "
310-129	Do.	9.15 "
310A-130	Do.	9.20 "
311-138	Do.	9.25 "
312-149	Do.	9.30 "
314-150	Do.	9.40 "
317-142	Do.	9.45 "
142A	Do.	9.50 "
317A	Do.	9.55 "
317B	Do.	10 "

Date of Sale : Wednesday, January 26, 1910.

Alutmawatta road.

318-146	3rd and 4th quarters, 1908	7 A.M.
319-144	Do.	7.5 "
320-140	Do.	7.10 "
321-139	Do.	7.15 "
322-141	Do.	7.20 "
323-145	Do.	7.25 "
324-111	Do.	7.30 "
325-132	Do.	7.35 "
326-110	Do.	7.40 "
327-112	Do.	7.45 "
328-120	Do.	7.50 "
328A	Do.	7.55 "
332A-123	Do.	8 "
333A-157	Do.	8.5 "
334-101	Do.	8.10 "
334A-100	4th quarter, 1908	8.15 "
335-135	3rd and 4th quarters, 1908	8.20 "
336-153	Do.	8.25 "
336A	Do.	8.30 "
336B	Do.	8.35 "
337-151	Do.	8.40 "
338-147	Do.	8.45 "
339-180	4th quarter, 1908	8.50 "
341-187	3rd and 4th quarters, 1908	8.55 "
346-197-198	Do.	9 "
346A	Do.	9.5 "
355A-206	Do.	9.10 "
357-203	Do.	9.15 "
359-209	Do.	9.20 "

Premises No.	Quarter and Year.	Time of Sale
360A-121	3rd and 4th quarters, 1908	9.25 A.M.
360B-116	Do.	9.30 "
360C-115	Do.	9.35 "
363-107	Do.	9.40 "
364-102	Do.	9.45 "
365B-117	Do.	9.50 "
365C-113	Do.	9.55 "
367-103-105	Do.	10 "

Date of Sale: Thursday, January 27, 1910.

## Alutmawatta road.

368-128	3rd and 4th quarters, 1908	7 A.M.
367A-106	Do.	7.5 "
367B-109	Do.	7.10 "
372-194	Do.	7.15 "
372A-195	Do.	7.20 "

## Madampitiya road:

231	3rd and 4th quarters, 1908	7.25 A.M.
233	Do.	7.30 "
234	Do.	7.35 "
240	Do.	7.40 "
242	4th quarter, 1908	7.45 "
251	3rd and 4th quarters, 1908	7.55 "

## Wall's lane.

1	3rd and 4th quarters, 1908	8 A.M.
1A	Do.	8.5 "
3	Do.	8.10 "
4	Do.	8.15 "
8	4th quarter, 1908	8.25 "
9A	3rd and 4th quarters, 1908	8.35 "
11	Do.	8.45 "
13	Do.	8.50 "
15	Do.	9 "
18A	Do.	9.5 "
19	Do.	9.10 "
22	Do.	9.15 "
23	Do.	9.20 "
24	Do.	9.25 "
25	Do.	9.30 "
27	Do.	9.40 "
28	Do.	9.45 "
30	Do.	9.50 "
30A	4th quarter, 1908	9.55 "
31	3rd and 4th quarters, 1908	10 "

Date of Sale: Friday, January 28, 1910.

## St. James' street.

1	3rd and 4th quarters, 1908	7 A.M.
2	Do.	7.5 "
3	Do.	7.10 "
4	Do.	7.15 "
5	Do.	7.20 "
6	Do.	7.25 "
7	Do.	7.30 "
8	Do.	7.35 "
10A	Do.	7.40 "
12	Do.	7.50 "
13	Do.	7.55 "
14	4th quarter, 1908	8 "
20	3rd and 4th quarters, 1908	8.5 "
22	Do.	8.10 "
23	Do.	8.15 "
24	Do.	8.20 "
25	4th quarter, 1908	8.25 "
28	Do.	8.30 "
29	3rd and 4th quarters, 1908	8.35 "
31	Do.	8.40 "
32	Do.	8.45 "
33	Do.	8.50 "
34	Do.	8.55 "
35	Do.	9 "
37	4th quarter, 1908	9.5 "
38	3rd and 4th quarters, 1908	9.10 "

Premises No.	Quarter and Year.	Time of Sale.
Blomendahl street.		
4	3rd and 4th quarters, 1908	9.15 A.M.
9	4th quarter, 1908	9.20 "
10	1st to 4th quarters, 1908	9.25 "
13	3rd and 4th quarters, 1908	9.30 "
18	Do.	9.35 "
19	Do.	9.40 "
22	Do.	9.45 "
26	Do.	9.50 "
26A	Do.	9.55 "
28	Do.	10 "

Date of Sale: Saturday, January 29, 1910.

## Blomendahl street.

29	3rd and 4th quarters, 1908	7 A.M.
32	4th quarter, 1908	7.5 "
33	3rd and 4th quarters, 1908	7.10 "
34	Do.	7.15 "
36	Do.	7.20 "
39	Do.	7.25 "
40	Do.	7.30 "
41	Do.	7.35 "
41A	Do.	7.40 "
42	Do.	7.45 "
43	Do.	7.50 "
45	Do.	7.55 "
46	Do.	8 "
48	Do.	8.5 "
50	Do.	8.10 "
52	Do.	8.15 "
55	Do.	8.20 "
56	Do.	8.25 "
65	Do.	8.35 "
68	Do.	8.40 "

## Shoemaker's street.

21	3rd and 4th quarters, 1908	8.45 A.M.
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## St. Joseph's street.

142	4th quarter, 1908	8.50 A.M.
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## Tanque Salgado.

30	3rd and 4th quarters, 1908	8.55 A.M.
41	Do.	9 "
66	Do.	9.5 "

## Fishers' Hill.

141	3rd and 4th quarters, 1908	9.10 A.M.
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## Tanque Salgado, New Fishers' quarters.

6-11	3rd and 4th quarters, 1908	9.15 A.M.
11-16	Do.	9.20 "
59A-43	Do.	9.25 "
69-54	Do.	9.30 "
86-35	1st to 4th quarters, 1908	9.35 "

## Mutwall street.

40-53	3rd and 4th quarters, 1908	9.40 A.M.
118-128	Do.	9.45 "
211-206	Do.	9.50 "

## Modera street.

10-10	3rd and 4th quarters, 1908	9.55 A.M.
84-97	Do.	10 "

Date of Sale: Monday, January 31, 1910.

## Modera street.

85-99	3rd and 4th quarters, 1908	7 A.M.
244-236	Do.	7.10 "
249-250-221	Do.	7.15 "
256-219	Do.	7.20 "

## Alutmawatta road.

5A-247	3rd and 4th quarters, 1908	7.25 A.M.
31-263	Do.	7.30 "
53-282	Do.	7.35 "
60-313	Do.	7.40 "
315B	Do.	7.45 "
104A	Do.	7.50 "



Premises No.	Quarter and Year.	Time of Sale.
113-324	1st to 4th quarter, 1908	7.55 A.M.
161	Do.	8
199-22	3rd and 4th quarters, 1908	8.5
228-49	Do.	8.10
230-45	1st to 4th quarter, 1908	8.15
265-58	Do.	8.20
332-124	Do.	8.25
341A-186	4th quarter, 1908	8.30
197A	3rd and 4th quarters, 1908	8.35
352-188	4th quarter, 1908	8.40
356-205	3rd and 4th quarters, 1908	8.45
360-122	Do.	8.50
362-126	Do.	8.55
126A	4th quarter, 1908	9
371-189	Do.	9.5
Madampitiya road.		
239	1st to 4th quarter, 1908	9.10 A.M.
242A	3rd and 4th quarters, 1908	9.15
244	Do.	9.20
246	4th quarter, 1908	9.25
Wall's lane.		
29	1st to 4th quarter, 1908	9.30 A.M.
St. James' street.		
15	3rd and 4th quarters, 1908	9.35 A.M.
39	Do.	9.40
Blomendahl street.		
14	4th quarter, 1908	9.45 A.M.
20	3rd and 4th quarters, 1908	9.50
38	4th quarter, 1908	9.55
Date of Sale: Wednesday, January 12, 1910.		
Layard's Broadway.		
382-69	1st and 2nd quarters, 1909	2 P.M.
383-69A	Do.	2.5
381-71-		
71A-71B	Do.	2.10
391-79	Do.	2.20
392-80	Do.	2.25
395-83	Do.	2.30
396-84-84A	Do.	2.35
397-85A	Do.	2.40
398-85-86	Do.	2.45
400/88-89	Do.	2.50
401-90	Do.	2.55
415-98-99A	Do.	3.25
Urugodawatta.		
624-1	2nd quarter, 1909	3.35 P.M.
625-1B-1C	Do.	3.40
632-6-7	1st and 2nd quarters, 1909	3.45
634-8	Do.	3.50
637-642-		
13-13E	2nd quarter, 1909	3.55
643-1-2	1st and 2nd quarters, 1909	4
646-5	2nd quarter, 1909	4.5
650-8	1st and 2nd quarters, 1909	4.10
652-11	2nd quarter, 1909	4.15
653-12	Do.	4.20
656-15	Do.	4.25
657-16	Do.	4.30
658-17	1st and 2nd quarters, 1909	4.35
Cemetery.		
1999-60B	1st and 2nd quarters, 1909	4.40 P.M.
2000-60A	2nd quarter, 1909	4.45
2001-60C	Do.	4.50
2002-60D	1st and 2nd quarters, 1909	4.55
2003-60E	Do.	5
2005-62	Do.	5.5
2006-64	Do.	5.10
2007-64A	Do.	5.15
2008-65	Do.	5.20
2011-67	Do.	5.25
2013-67B	Do.	5.30

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Friday, January 14, 1909.		
Cemetery.		
2014-67C	1st and 2nd quarters, 1910	2 P.M.
Wall street.		
2018-2019-		
70-70A	1st and 2nd quarters, 1909	2.5 P.M.
2023-74	Do.	2.10
2024-75	Do.	2.15
2025-76	2nd quarter, 1909	2.20
2026-77A	Do.	2.25
2027-77	1st and 2nd quarters, 1909	2.30
2028-78	2nd quarter, 1909	2.35
2029-79	Do.	2.40
2046-92B	1st and 2nd quarters, 1909	2.45
2047-93B	Do.	2.50
2048-93A	Do.	2.55
2049-93-93 (1 and 2)	Do.	3
K. Cemetery.		
2124-29	1st and 2nd quarters, 1909	3.5 P.M.
2125-30	Do.	3.10
Urugodawatta.		
661-20	1st and 2nd quarters, 1909	3.20 P.M.
663-22	2nd quarter, 1909	3.25
664-23	1st and 2nd quarters, 1909	3.30
666-25	Do.	3.35
667-26	Do.	3.40
670-28	Do.	3.50
672-29A	2nd quarter, 1909	3.55
673-29-29B	1st and 2nd quarters, 1909	4
675-31	Do.	4.5
676-32	Do.	4.10
677-33	Do.	4.15
678-34-35	Do.	4.20
680-37	Do.	4.25
687-25A	Do.	4.35
690-23A	Do.	4.40
691-44 (1)	2nd quarter, 1909	4.45
695-16A-16B	Do.	4.50
702-48	1st and 2nd quarters, 1909	4.55
704-48	Do.	5
Nagalagam street.		
727-33	1st and 2nd quarters, 1909	5.5 P.M.
729-35	Do.	5.15
735-37	Do.	5.20
755-53	Do.	5.30
Date of Sale: Saturday, January 15, 1910.		
Nagalagam street.		
861-181	1st and 2nd quarters, 1909	2.25 P.M.
872-193-196	Do.	2.35
874-198	Do.	2.40
880-206	Do.	2.45
895-221-221A	Do.	2.55
896-222-222F	Do.	3
897-223-223B	Do.	3.5
913-239-224	Do.	3.20
918-249	Do.	3.25
919-249A	Do.	3.30
Daniel's road.		
1382-179	1st and 2nd quarters, 1909	4 P.M.
1383-178	2nd quarter, 1909	4.5
1384-177	1st and 2nd quarters, 1909	4.10
Vine street.		
1386-175	1st and 2nd quarters, 1909	4.15 P.M.
Daniel's road.		
1390-173	1st and 2nd quarters, 1909	4.20 P.M.
1392-172	Do.	4.25
Wall street.		
1904-33	1st and 2nd quarters, 1909	4.30 P.M.
1905-34	Do.	4.35
1906-35	Do.	4.40
1929-41A	Do.	4.45

Premises No.	Quarter and Year.	Time of Sale.
1930-42A	1st and 2nd quarters, 1909	4.50 P.M.
1931-43	Do.	4.55 "
1956-50	Do.	5 "
1957-51	Do.	5.5 "
1981-65	2nd quarter, 1909	5.10 "
1989-68	1st and 2nd quarters, 1909	5.15 "
K. Cemetery.		
1990-49	1st and 2nd quarters, 1909	5.20 P.M.
1993-50	Do.	5.25 "
1994-50A	Do.	5.30 "
Date of Sale : Monday, January 17, 1910.		
K. Cemetery.		
1997-57	1st and 2nd quarters, 1909	2 P.M.
Wall street.		
1849-3	2nd quarter, 1909	2.10 P.M.
1889-25	Do.	2.15 "
1891-30	Do.	2.20 "
1892-31	Do.	2.25 "
1893-32	Do.	2.30 "
1894-26	Do.	2.35 "
1895-27	Do.	2.40 "
1896-27A	Do.	2.45 "
1897-27B	Do.	2.50 "
1898-27C	Do.	2.55 "
1899-27D	Do.	3 "
1900-27E	Do.	3.5 "
1901-29	Do.	3.10 "
1902-29A	Do.	3.15 "
1903-29B	Do.	3.20 "
Kotahena.		
2084-9	1st and 2nd quarters, 1909	3.25 P.M.
K. Cemetery.		
2131-35A	2nd quarter, 1909	3.40 P.M.
2132-35B	Do.	3.45 "
2133-35	Do.	3.50 "
2138-39	Do.	3.55 "
2141-41A	1st and 2nd quarters, 1909	4 "
2142-42	Do.	4.5 "
2144-44	Do.	4.10 "
2145-1A	Do.	4.15 "
2146-1B	Do.	4.20 "
2155-9A	Do.	4.25 "
2156-8-12	Do.	4.30 "
2163-46A	Do.	4.35 "
2164-46B	2nd quarter, 1909	4.40 "
2165-46C	Do.	4.45 "
2166-46D	Do.	4.50 "
2167-46E	1st and 2nd quarters, 1909	4.55 "
2173-73	2nd quarter, 1909	5 "
2174-73A	Do.	5.5 "
2188-87	Do.	5.25 "
2189-87A	Do.	5.30 "
Date of Sale : Tuesday, January 18, 1910.		
K. Cemetery.		
2193-85	2nd quarter, 1909	2 P.M.
2194-85A	Do.	2.5 "
2195-86A	Do.	2.10 "
2197-84	Do.	2.15 "
Cemetery.		
2202-86B	2nd quarter, 1909.	2.20 P.M.
2206-89	1st and 2nd quarters, 1909	2.25 "
2207-89B	Do.	2.30 "
2210-75	2nd quarter, 1909	2.35 "
2217-78	1st and 2nd quarters, 1909	2.40 "
2220-47B		
47B (1)	Do.	2.55 "
2238-16	2nd quarter, 1909	3.5 "
2243-19A(1)	1st and 2nd quarters, 1909	3.10 "
2244-19B		
(1-3)	Do.	3.15 "
2245-19c	Do.	3.20 "
2246-19c1	Do.	3.25 "

Premises No.	Quarter and Year.	Time of Sale.
K. Cemetery.		
2247-19c2	1st and 2nd quarters, 1909.	3.30 P.M.
2248-19c (3)	Do.	3.35 "
2257-103	2nd quarter, 1909	3.55 "
2293-20D	1st and 2nd quarters, 1909	4.20 "
2294-20D (1)	Do.	4.25 "
2301-21B	Do.	4.30 "
Kotahena.		
2314-48	2nd quarter, 1909	4.35 P.M.
2315-48 (1)	Do.	4.40 "
2316-49	1st and 2nd quarters, 1909	4.45 "
2317-49 (1)	Do.	4.50 "
2318-49A	Do.	4.55 "
2320-51-51 (1)	Do.	5 "
2330-2331-93-93 (1)	2nd quarter, 1909	5.5 "
2232-95A	4th quarter, 1908, to 2nd quarter, 1909	5.10 "
2340-99A	Do.	5.15 "
2348-114E	Do.	5.20 "
2360-118A	1st and 2nd quarters, 1909	5.25 "
Date of Sale : Wednesday, January 19, 1910.		
Pickering's road.		
2403-13	1st and 2nd quarters, 1909	2 P.M.
2416-20	2nd quarter, 1909	2.5 "
Santiago road.		
2441-65	1st and 2nd quarters, 1909	2.15 P.M.
2443-65A	Do.	2.25 "
College street.		
2471-56	2nd quarter, 1909	2.35 P.M.
2474-29	1st and 2nd quarters, 1909	2.40 "
2478-31	Do.	2.45 "
2479-31A	Do.	2.50 "
2517-17(1)	Do.	2.55 "
2524-17A(1)	Do.	3 "
2526-18	Do.	3.5 "
2527-23	2nd quarter, 1909	3.10 "
Santiago road.		
2546-64	1st and 2nd quarters, 1909	3.15 P.M.
2547-64 (1)	Do.	3.20 "
2552-69	Do.	3.25 "
2554-68B	2nd quarter, 1909	3.35 "
2581-72	Do.	3.40 "
2588-82	1st and 2nd quarters, 1909	3.55 "
Pickering's road.		
2652-44B	1st and 2nd quarters, 1909	4 P.M.
K. Cemetery.		
2177-80	1st and 2nd quarters, 1909	4.10 P.M.
Daniel's road.		
1396-170	1st and 2nd quarters, 1909	4.15 P.M.
1397-170A	2nd quarter, 1909	4.20 "
1398-169	1st and 2nd quarters, 1909	4.25 "
1399-168	Do.	4.30 "
1400-167	Do.	4.35 "
1401-166	Do.	4.40 "
1403-164	2nd quarter, 1909	4.45 "
1409-197	1st and 2nd quarters, 1909	4.50 "
1410-198	Do.	4.55 "
1411-198A	Do.	5 "
1412-198B	Do.	5.5 "
1416-200	2nd quarter, 1909	5.10 "
1430-204	Do.	5.15 "
1431-204A	Do.	5.20 "
1434-205	1st and 2nd quarter, 1909	5.25 "
Date of Sale : Thursday, January 20, 1910.		
Madampitiya.		
1439-88	1st and 2nd quarters, 1909	2 P.M.
M. Cemetery.		
1517-76B	1st and 2nd quarters, 1909	2.5 P.M.
1518-76	Do.	2.10 "

Premises No.	Quarter and Year.	Time of Sale.
1522-74	1st and 2nd quarters, 1909	2. 15 P.M.
1525-70	Do.	2. 20 "
1526-71	2nd quarter, 1909	2. 25 "
1527-72	1st and 2nd quarters, 1909	2. 30 "
1532-67	Do.	2. 35 "
1533-67A	Do.	2. 40 "
1534-67B	Do.	2. 45 "
1544-62	2nd quarter, 1909	2. 50 "
1548-61	1st and 2nd quarters, 1909	2. 55 "
1549-60	Do.	3 "
1550-60A	Do.	3. 5 "
1551-59	Do.	3. 10 "
1552-59A	Do.	3. 15 "
1553-59B	Do.	3. 20 "
Madampitiya.		
1447-94	1st and 2nd quarters, 1909	3. 25 P.M.
1449-99	Do.	3. 30 "
1451-102	Do.	3. 35 "
1453-104	2nd quarter, 1909	3. 40 "
1456-106	1st and 2nd quarters, 1909	3. 50 "
1457-107	2nd quarter, 1909	3. 55 "
1458-109	Do.	4 "
M. Cemetery.		
1499-86A	1st and 2nd quarters, 1909	4. 5 P.M.
1510-80	Do.	4. 10 "
1515-77	Do.	4. 15 "
1512-78	Do.	4. 20 "
1513-78A	Do.	4. 25 "
1514-78B	Do.	4. 30 "
Vuystwyke.		
1207-6	1st and 2nd quarters, 1909	4. 35 P.M.
1208-7	Do.	4. 40 "
1209-7A	Do.	4. 45 "
1213-11	Do.	4. 50 "
1214-12	Do.	4. 55 "
1215-13	Do.	5 "
1216-14	Do.	5. 5 "
1217-14A	Do.	5. 10 "
1218-15	4th quarter, 1908, to 2nd quarter, 1909	5. 15 "
1219-16	1st and 2nd quarters, 1909	5. 20 "
1220-17	Do.	5. 25 "
1221-18	Do.	5. 30 "
Date of Sale: Friday, January 21, 1910.		
Vuystwyke.		
1222-19	1st and 2nd quarters, 1909	2 P.M.
Alutmawatta.		
1229-27	1st and 2nd quarters, 1909	2. 5 P.M.
1230-27A	Do.	2. 10 "
1241-38	Do.	2. 15 "
1242-38A	Do.	2. 20 "
Mattakkuliya.		
1243-38B	1st and 2nd quarters, 1909	2. 25 P.M.
1248-43	Do.	2. 30 "
1249-43A	Do.	2. 35 "
1251-45	Do.	2. 40 "
1252-46	Do.	2. 45 "
1255-51	2nd quarter, 1909	2. 50 "
1259-50	Do.	2. 55 "
1260-52	1st and 2nd quarters, 1909	3 "
1261-53	Do.	3. 5 "
1262-53A	Do.	3. 10 "
1265-56	Do.	3. 15 "
St. Mary's road.		
1266-58	1st and 2nd quarters, 1909	3. 20 P.M.
1278-63	Do.	3. 25 "
Alutmawatta.		
1279-64	1st and 2nd quarters, 1909	3. 30 P.M.
1280-65	Do.	3. 35 "

Premises No.	Quarter and Year.	Time of Sale.
M. Cemetery.		
1557-53	1st and 2nd quarters, 1909	3. 40 P.M.
1559-50	Do.	3. 50 "
1550-60A	Do.	3. 55 "
1597-15	Do.	4 "
Alutmawatta.		
3066-124(1)	1st and 2nd quarters, 1909	4. 20 P.M.
3067-124	Do.	4. 25 "
3068-127	Do.	4. 30 "
3069-131	2nd quarter, 1909	4. 35 "
3070-130	1st and 2nd quarters, 1909	4. 40 "
3071-130A	Do.	4. 45 "
3072-129 (1)	Do.	4. 50 "
3073-129	2nd quarter, 1909	4. 55 "
3074-128	Do.	5 "
3075-132 (1)	Do.	5. 5 "
3078-133	1st and 2nd quarters, 1909	5. 10 "
3079-134	Do.	5. 15 "
3083-136	2nd quarter, 1909	5. 20 "
3084-136 (1)	Do.	5. 25 "
3085-137	1st and 2nd quarters, 1909	5. 30 "
Date of Sale: Monday, January 24, 1910.		
Alutmawatta.		
3087-228	2nd quarter, 1909	2 P.M.
3088-228 (1)	Do.	2. 5 "
Vine street.		
3097-143 (1)	1st and 2nd quarters, 1909	2. 10 P.M.
3098-143	Do.	2. 15 "
3099-143 (2)	Do.	2. 20 "
Madampitiya.		
159-160	3rd and 4th quarters, 1908	2. 25 P.M.
Alutmawatta.		
1281-66	1st and 2nd quarters, 1909	2. 30 P.M.
1283-67A	4th quarter, 1908, to 2nd quarter, 1909	2. 35 "
1284-67B	Do.	2. 40 "
1285-72	1st and 2nd quarters, 1909	2. 45 "
1286-67C	Do.	2. 50 "
1287-67D	4th quarter, 1908, to 2nd quarter, 1909	2. 55 "
1291-79	1st and 2nd quarters, 1909	3 "
1292-79A	Do.	3. 5 "
1294-79C	Do.	3. 10 "
1297-80	Do.	3. 15 "
1301-70A	Do.	3. 20 "
1302-70	Do.	3. 25 "
1303-71	Do.	3. 30 "
1304-71A	Do.	3. 35 "
1305-74	Do.	3. 40 "
1311-89	Do.	3. 45 "
1312-87	Do.	3. 50 "
1313-88	Do.	3. 55 "
Ferguson's road.		
1320-53	1st and 2nd quarters, 1909	4 P.M.
1321-53A	Do.	4. 5 "
1327-50	Do.	4. 10 "
1331-46	Do.	4. 15 "
1353-36	Do.	4. 20 "
1354-36A	Do.	4. 25 "
974-7	2nd quarter, 1909	4. 30 "
979-2	1st and 2nd quarters, 1909	4. 35 "
Mattakkuliya.		
989-75	1st and 2nd quarters, 1909	4. 40 P.M.
990-11	Do.	4. 45 "
992-78	2nd quarter, 1909	4. 50 "
993-80	1st and 2nd quarters, 1909	4. 55 "
994-84	Do.	5 "
996-44	Do.	5. 5 "
1019-59-		
1020-59A	Do.	5. 10 "

Premises No.	Quarter and Year.	Time of Sale.
St. Mary's lane.		
1021-59B ..	1st and 2nd quarters, 1909 ..	5.15 P.M.
1022-59C ..	Do.	5.20 "
1024-49 ..	Do.	5.25 "
1026-49C ..	Do.	5.30 "

Date of Sale: Tuesday, January 25, 1910.

Premises No.	Quarter and Year.	Time of Sale.
Modera street.		
1028-53 ..	1st and 2nd quarters, 1909 ..	2 P.M.
1029-49E ..	Do.	2.5 "
1030-50 ..	Do.	2.10 "
1031-50A ..	Do.	2.15 "
1034-31A ..	Do.	2.20 "
1040-41C ..	Do.	2.25 "
1046-38B ..	Do.	2.30 "
1047-39 ..	Do.	2.35 "
1054-31 ..	Do.	2.40 "
1059-30B ..	Do.	2.45 "
1060-30 ..	Do.	2.50 "
1063-27 ..	Do.	2.55 "
1064-27A ..	Do.	3 "
1065-27B ..	Do.	3.5 "
1067-25 ..	Do.	3.10 "
1068-25A ..	Do.	3.15 "

Premises No.	Quarter and Year.	Time of Sale.
Mattakkuliya.		
1078-17 ..	1st and 2nd quarters, 1909 ..	3.20 P.M.
1110-4A ..	Do.	3.25 "
1112-2 ..	Do.	3.30 "

Premises No.	Quarter and Year.	Time of Sale.
Fransewatte lane.		
1122-52 ..	1st and 2nd quarters, 1909 ..	3.35 P.M.

Premises No.	Quarter and Year.	Time of Sale.
Tottewatta.		
1143-37 ..	1st and 2nd quarters, 1909 ..	3.40 P.M.
1173-10B ..	Do.	3.45 "
1175-10 ..	Do.	3.50 "
1181-3 ..	Do.	3.55 "

Premises No.	Quarter and Year.	Time of Sale.
Vuystwyke.		
86 ..	3rd and 4th quarters, 1908 ..	4 P.M.
104 ..	Do.	4.5 "

Premises No.	Quarter and Year.	Time of Sale.
Nagalagam street.		
808-136-137 ..	1st and 2nd quarters, 1909 ..	4.10 P.M.
809-137 ..	Do.	4.15 "
810-1 ..	Do.	4.20 "
811-2-6 ..	Do.	4.25 "
812-7-8-9 ..	Do.	4.30 "
813-12 ..	Do.	4.35 "
814-13 ..	Do.	4.40 "
815-16-21 ..	Do.	4.45 "
816-22-23 ..	Do.	4.50 "
817-24 ..	Do.	4.55 "
818-25 ..	Do.	5 "
819-26 ..	Do.	5.5 "
820-27-28 ..	Do.	5.10 "
821-29 ..	Do.	5.15 "
822-30-31-32 ..	Do.	5.20 "
823-33 ..	Do.	5.25 "
824-34 ..	Do.	5.30 "

Date of Sale: Wednesday, January 26, 1910.

Premises No.	Quarter and Year.	Time of Sale.
Nagalagam street.		
825-35 ..	1st and 2nd quarters, 1909 ..	2 P.M.

Premises No.	Quarter and Year.	Time of Sale.
M. Cemetery.		
1519-76A ..	1st and 2nd quarters, 1909 ..	2.5 P.M.
1524-74B ..	Do.	2.10 "
1507-81 ..	Do.	2.15 "
1508-81A ..	Do.	2.20 "
1509-81B ..	Do.	2.25 "

Premises No.	Quarter and Year.	Time of Sale.
Daniel's road.		
1385-176 ..	1st and 2nd quarters, 1909 ..	2.30 P.M.
1391-174A ..	Do.	2.35 "
1413-199 ..	Do.	2.40 "
1414-199A ..	Do.	2.45 "
1432-205A ..	Do.	2.50 "
1433-205B ..	Do.	2.55 "

Premises No.	Quarter and Year.	Time of Sale.
Madampitiya.		
1450-101 ..	2nd quarter, 1909 ..	3 P.M.

Premises No.	Quarter and Year.	Time of Sale.
Layard's Broadway.		
325-6 ..	1st and 2nd quarters, 1909 ..	3.5 P.M.
326-7 ..	Do.	3.10 "
330-16-25 ..	Do.	3.15 "
26-27A ..	Do.	3.20 "
331-17-20 ..	Do.	3.25 "
333-27 ..	Do.	3.30 "
343-8 ..	Do.	3.35 "
344-9-11 ..	Do.	3.40 "
408-93-94 ..	Do.	3.40 "

Premises No.	Quarter and Year.	Time of Sale.
Urugodawatta.		
660-19 ..	2nd quarter, 1909 ..	3.45 P.M.
681-38 ..	1st and 2nd quarters, 1909 ..	3.50 "
682-38A ..	Do.	3.55 "
683-38B ..	Do.	4 "
684-38C ..	Do.	4.5 "
693-19A ..	Do.	4.10 "
694-18A ..	2nd quarter, 1909 ..	4.15 "
699-45 ..	1st and 2nd quarters, 1909 ..	4.20 "
701-47 ..	Do.	4.25 "
705-49 ..	Do.	4.30 "

Premises No.	Quarter and Year.	Time of Sale.
Nagalagam street.		
717-24-25 ..	1st and 2nd quarters, 1909 ..	4.35 P.M.
718-25-25A ..	Do.	4.40 "
724-31 ..	Do.	4.45 "
725-32 ..	Do.	4.50 "
726-1-4 ..	Do.	4.55 "
756-7-11-53 ..	Do.	5 "
758-55-58 ..	Do.	5.5 "
774-75-76 ..	Do.	5.10 "
879-205A ..	2nd quarter, 1909 ..	5.15 "

Premises No.	Quarter and Year.	Time of Sale.
Urugodawatta.		
674-30 ..	1st and 2nd quarters, 1909 ..	5.20 P.M.
Nagalagam street.		
708-3 ..	1st and 2nd quarters, 1909 ..	5.25 P.M.
709-4 ..	Do.	5.30 "

Date of Sale: Thursday, January 27, 1910.

Premises No.	Quarter and Year.	Time of Sale.
Nagalagam street.		
710-5 ..	1st and 2nd quarters, 1909 ..	2 P.M.
712-14-16 ..	Do.	2.5 "
737-39 ..	Do.	2.10 "

Premises No.	Quarter and Year.	Time of Sale.
Alutmawatta.		
3044-241 ..	2nd quarter, 1909 ..	2.15 P.M.
3046-240 ..	Do.	2.20 "
3047-239 ..	Do.	2.25 "
3056-120 ..	Do.	2.30 "
3057-120 (1) ..	Do.	2.35 "
3059-233 ..	1st and 2nd quarters, 1909 ..	2.40 "
3064-232 ..	Do.	2.45 "
3108-219 ..	Do.	2.50 "
3109-218 ..	Do.	2.55 "

Premises No.	Quarter and Year.	Time of Sale.
M. Cemetery.		
1500-84 ..	2nd quarter, 1909 ..	3.5 P.M.

Premises No.	Quarter and Year.	Time of Sale.
Alutmawatta.		
3112-215 ..	1st and 2nd quarters, 1909 ..	3.10 P.M.

Premises No.	Quarter and Year.	Time of Sale.
College street.		
8 ..	1st to 4th quarter, 1908 ..	3.15 P.M.

Premises No.	Quarter and Year.	Time of Sale.
Layard's Broad Way.		
73A-74-75 ..	Do.	3.20 P.M.
384-74 ..	Do.	3.25 "
1-13 ..	3rd quarter, 1908, to 2nd quarter, 1909 ..	3.30 P.M.
385-14-15 ..	Do.	3.35 "
386-16-27 ..	Do.	3.30 "
387-75 ..	Do.	3.35 "

Date of Sale: Friday, January 28, 1910.

Premises No.	Quarter and Year.	Time of Sale.
Sea street.		
28 ..	3rd quarter, 1908, to 2nd quarter, 1909 ..	2 P.M.

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
29	.. 1st and 2nd quarters, 1909	.. 2. 5 P.M.		Piachaud's lane.	
32	.. Do.	.. 2. 10 "	22	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 3. 20 P.M.
2	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 2. 15 P.M.		Dematagoda.	
	Jampettah street.		34	.. 1st and 2nd quarters, 1909	.. 3. 25 P.M.
84	.. 1st and 2nd quarters, 1909	.. 2. 20 P.M.	37	.. Do.	.. 3. 30 "
85-86	.. Do.	.. 2. 25 "	19	.. 1st and 2nd quarters, 1909	.. 3. 35 P.M.
	Brassfounder street.			Forbes' road.	
44	.. 2nd quarter, 1909	.. 2. 30 P.M.	38	.. 1st and 2nd quarters, 1909	.. 3. 40 P.M.
45	.. Do.	.. 2. 35 "		Skinner's Road South.	
	Gintupitiya street.		17	.. 1st and 2nd quarters, 1909	.. 3. 45 P.M.
32	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 2. 40 P.M.		Piachaud's lane.	
34	.. 1st quarter, 1908, to 2nd quarter, 1909	.. 2. 45 "	9	.. 1st and 2nd quarters, 1909	.. 3. 50 P.M.
40	.. 1st and 2nd quarters, 1909	.. 2. 50 "		Lock-gate lane.	
	Wolfendahl street.		14	.. 1st and 2nd quarters, 1909	.. 3. 55 P.M.
36	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 3 P.M.	13	.. Do.	.. 4 "
	New Chetty street.			Symond's road.	
81	.. 1st and 2nd quarters, 1909	.. 3. 15 P.M.	1	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 4. 5 P.M.
	Hill street.			Skinner's road.	
5	.. 1st and 2nd quarters, 1909	.. 3. 20 P.M.	12A	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 4. 10 P.M.
13-23	.. 2nd quarter, 1909	.. 3. 25 "		Piachaud's lane.	
37	.. 1st and 2nd quarters, 1909	.. 3. 30 "	5	.. 1st and 2nd quarters, 1909	.. 4. 15 P.M.
58	.. Do.	.. 3. 35 "		2nd Division, Maradana.	
	1st Gabo's lane.		171	.. 1st quarter, 1907, to 2nd quarter, 1909	.. 4. 20 P.M.
9	.. 1st and 2nd quarters, 1909	.. 3. 40 P.M.		3rd Division, Maradana.	
10	.. Do.	.. 3. 45 "	94A	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 4. 25 P.M.
11	.. Do.	.. 3. 50 "		Sutherland road.	
	Jampettah street.		8	.. 4th quarter, 1908, to 2nd quarter, 1909	.. 4. 30 P.M.
81	.. 1st and 2nd quarters, 1909	.. 3. 55 P.M.		Piachaud's lane.	
82	.. Do.	.. 4 "	67B	.. 1st quarter, 1907, to 2nd quarter, 1909	.. 4. 35 P.M.
83	.. Do.	.. 4. 5 "		Dematagoda.	
87	.. Do.	.. 4. 10 "	171A	.. 2nd quarter, 1907, to 2nd quarter, 1909	.. 4. 40 P.M.
	Brassfounder street.			Temple road.	
3	.. 1st and 2nd quarters, 1909	.. 4. 15 P.M.	25A	.. 3rd quarter, 1907, to 2nd quarter, 1909	.. 4. 45 P.M.
	Gintupitiya street.		56	.. 1st quarter, 1908, to 2nd quarter, 1909	.. 4. 50 "
41	.. 1st and 2nd quarters, 1909	.. 4. 20 P.M.	86	.. 3rd and 4th quarters, 1907	.. 4. 55 "
	New Chetty street.		86A	.. Do.	.. 5 "
6	.. 1st and 2nd quarters, 1909	.. 4. 25 P.M.	86B	.. Do.	.. 5. 5 "
80	.. Do.	.. 4. 30 "		Dematagoda.	
	Hill street.		239	.. 1st quarter, 1907, to 2nd quarter, 1909	.. 5. 10 P.M.
39	.. 1st and 2nd quarters, 1909	.. 4. 35 P.M.		2nd Division, Maradana.	
	Date of Sale: Saturday, January 29, 1910.		94	.. 1st and 2nd quarters, 1909	.. 5. 15 P.M.
	1st Division, Maradana.			Maligakanda.	
122	.. 4th quarter, 1908, to 2nd quarter, 1909	.. 2 P.M.	53A	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 5. 20 P.M.
	2nd Division, Maradana.			2nd Division, Maradana.	
61A	.. 1st and 2nd quarters, 1909	.. 2. 5 P.M.	142	.. 1st and 2nd quarters, 1909	.. 5. 25 P.M.
116-116A	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 2. 10 "		Avondale road.	
181	.. 1st and 2nd quarters, 1909	.. 2. 15 "	21	.. 1st and 2nd quarters, 1909	.. 5. 30 P.M.
188	.. Do.	.. 2. 20 "		Temple road.	
	3rd Division, Maradana.		84A	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 5. 35 P.M.
28-29	.. 1st and 2nd quarters, 1909	.. 2. 25 P.M.		Dematagoda.	
	Darley road.		5	.. 1st quarter, 1908, to 2nd quarter, 1909	.. 5. 40 P.M.
13	.. 1st and 2nd quarters, 1909	.. 2. 30 P.M.		Temple road.	
	Forbes' road.		86A-1	.. 3rd and 4th quarters, 1907	.. 5. 45 P.M.
6	.. 1st and 2nd quarters, 1909	.. 2. 35 P.M.		Dematagoda.	
21	.. Do.	.. 2. 40 "	99	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 5. 50 P.M.
	Forbes' lane.				
2A	.. 1st and 2nd quarters, 1909	.. 2. 45 P.M.			
3	.. Do.	.. 2. 50 "			
	Avondale road.				
37	.. 1st and 2nd quarters, 1909	.. 2. 55 P.M.			
	Piachaud's lane.				
48	.. 1st and 2nd quarters, 1909	.. 3 P.M.			
83A	.. Do.	.. 3. 5 "			
	Skinner's Road South.				
3	.. 1st and 2nd quarters, 1909	.. 3. 10 P.M.			
9A	.. 1st quarter, 1909	.. 3. 15 "			

## MUNICIPALITY OF GALLE.

PUBLIC notice is hereby given that the notification appearing in *Government Gazette* No. 6,331 of October 8, 1909, relating to the existence of rabies within the Municipal limits of Galle will be revoked as from and after Monday the 20th instant.

The Municipal Office,  
Galle, December 14, 1909.

C. M. LUSHINGTON,  
Chairman.

## MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on October 23, 1909, at 8.30 a.m., in accordance with Notice dated, October 19, 1909.

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

1. The Minutes of Proceedings of the Meeting held on September 25 having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statements of Receipts and Expenditure from close of 1908 to September 30, 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 September.
- (d) Statement of Cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of September.
- (e) The Reservoir Readings for September.

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 September.

4. Correspondence :—

(i.) Letter No. 16 of September 25, 1909, from the Hon. the Colonial Secretary, authorizing the sale of the Hermitage Bungalow and 6 acres 2 roods and 2 perches of land appertenant thereto.—Read.

(ii.) Letter No. 17 of October 16, from the Hon. the Colonial Secretary, intimating that the amount of Rs. 14 realized by the sale of four lands belonging to the late collector, D. H. Wickramaratna, will be handed over to the Municipal Council.—Read.

(iii.) Letter No. 1,191 of October 9, 1909, from the Hon. the Government Agent, Central Province, intimating that the opium rent for the first six months of 1910 has been sold for Rs. 8,666, and requesting the Council to make arrangements for the recovery of the same from January 1, 1910.—Read.

(vi.) Letter of October 12, 1909, from the Honorary Secretary, Kandy District Planters' Association, forwarding a resolution of the Association *re* the lighting of the approach road to the hospital.—Resolved that the Superintendent of Municipal Works be called upon to report as to number of lights required and furnish estimate of cost.

5. Pursuant to notice, Mr. Beven asked why the order made by the Standing Committee in April last, that the Health Officer should have the services of a junior clerk for two hours every day had not been carried out.

The Chairman replied that the recommendation was not carried out as it was found to be impracticable, and also because the Health Officer was of opinion that the arrangement would not answer the needs of his Department.

6. Papers *re* the appointment of a clerk for the Health Department.

The Chairman moved that the Health Officer be allowed a clerk on Rs. 600 a year.—Mr. Price seconded.

Mr. Wijegoonewardene moved as an amendment that a competent clerk be drafted from the office itself on a salary of Rs. 25 a month.—Mr. Saravanamuttu seconded.

The amendment was put to the Meeting and lost.

*Ayes.*

Mr. Wijegoonewardene  
Mr. Saravanamuttu

*Noes.*

The Chairman  
Mr. Gibbon  
Mr. Jonklaas  
Mr. Price  
Mr. Owen

The original motion was then carried by 5 to 3.

*Ayes.*

The Chairman  
Mr. Gibbon  
Mr. Jonklaas  
Mr. Price  
Mr. Owen

*Noes.*

Mr. Beven  
Mr. Wijegoonewardene  
Mr. Saravanamuttu

Mr. Beven gave notice of protest, which was submitted on October 30, 1909.

7. Pursuant to notice, the Chairman moved that the road now under construction from Lewella ferry to Katugastota be called "Lady Havelock's Drive."

Mr. Owen seconded.—Carried.

8. The report of the Special Committee on the Chairman's Administration Report for 1908.—Read.

9. Papers *re* fees payable for encroachments, decorations, hoardings, &c.—Resolved that they be circulated.

10. Draft lease for Byrde Memorial Hall.—Resolved that the terms of the lease be adopted.

11. Papers *re* the proposed bakery by-laws.—Resolved that the by-laws be adopted.

12. To fix dates for band engagements for the current year.

Moved by Mr. Owen, seconded by Mr. Wijegoonewardene, that the band be engaged for one day in November and one day in December.

13. Recommendations of Standing Committees :—

*Law and General Subjects.*

(1) That an interpleader action be instituted and the sum of Rs. 200 voted by the Council towards rebuilding the shrine of the Bogambra Malay Mosque be paid into court.

(2) That the bond entered into by Mr. W. E. Weerasinghe as surety for his son, the late Municipal Council Storekeeper, be cancelled and the title deeds returned.

*Finance and Assessment.*

(3) That a six months' agreement be entered into with the Colombo Gas and Water Company for the supply and maintenance of 200 forty-candle power metallic filament lamps at a cost of Rs. 300 a month in addition to the present rate.

(4) That the following assessments be sanctioned :—

	Rs.		Rs.
400, 401, Trincomalee street	480	299, Trincomalee street	132
402, 403 Do.	480	299a Do.	95
13, Aruppola	360	33, Hill street	88
935, 936, Peradeniya road	180	34 Do.	88
937 Do.	72	35 Do.	88
87, Colombo street	240	36 Do.	88
88 Do.	360	41 Do.	500
156 Do.	96	23, Ampitiya	25
157 Do.	180	24 Do.	150
127 Do.	180	30 Do.	300

*Municipal Works.*

(5) That the estimate of Rs. 129 for clearing and providing a platform over the well on railway land adjoining Katugastota road be sanctioned.

Mr. Jonklaas proposed that (1) stand over till the action now pending between the parties is decided. This was agreed to and all the other recommendations were adopted.

Confirmed, this 4th day of December, 1909:

J. P. LEWIS,  
Chairman.





## Progress Report of Works done brought up to September 30, 1909.

Estimate No.	Heads of Expenditure	Amount voted for the Year.		Expenditure for September, 1909.		Expenditure up to August 31, 1909.		Total Expenditure.		Unexpended Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements	2,635	50	578	82a	1,441	9	2,019	91	615	59
2	Town streets	7,200	0	518	30b	3,449	62	3,997	92	3,202	8
3	Alutgantota and Lady Anderson's roads	900	0	135	96c	585	70	721	66	178	34
4	Udawattekele road	2,200	0	159	96d	1,091	59	1,251	55	948	45
5	Halloluwa, Bahirawakanda, Hospita, and Huduhumpola roads	1,900	0	25	68e	557	80	583	48	1,316	52
6	Municipal buildings	2,160	0	214	70f	1,602	36	1,817	6	342	94
7	Watering streets	1,025	0	14	67g	587	54	602	21	422	79
8	Market buildings	1,800	0	713	6h	333	90	1,046	96	753	14
9	Ornamental plants	496	0	41	1i	334	38	375	39	120	61
10	Tools	1,000	0	87	92j	532	56	620	48	379	52
11	Bathing and dhobies' washing tanks	200	0	15	43k	—	—	15	43	184	57
12	Recreation ground and esplanade	1,000	0	131	57l	498	63	630	20	369	80
13	Sundry minor works	500	0	17	90m	246	17	264	7	235	93
14	Repairs to cemetery keeper's house	50	0	—	—	0	14	0	14	49	86
15	Wace park	556	0	23	99n	176	5	200	4	355	96
16	Recreation ground improvements	2,930	0	210	37o	784	27	994	64	1,935	46
17	Repairs to carriage and ricksha stands	1,241	90	42	42p	145	94	198	36	1,053	54
18	Building barrel drains	2,000	0	3	75q	1,998	11	2,001	86	—	—
19	Concreting pavements	572	0	—	—	440	52	440	52	131	48
20	Public seats, maintenance	175	0	4	65r	37	99	42	64	132	36
21	Clearing silt, Meda-ela	200	0	0	61s	144	58	145	19	54	81
22	Constructing a set of cooly lines	3,059	65	110	98t	2,992	54	3,103	52	—	—
23	Lady Blake's Drive	570	0	73	6u	329	16	402	22	167	78
24	Retaining wall, Bahirawakande road	606	50	153	20v	220	90	374	10	232	40
25	Improvements to vegetable stalls	198	0	—	—	210	69	210	69	—	—
26	Wire fence round cattle shed	231	50	—	—	280	48	280	48	—	—
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	414	21w	275	5	689	26	2,810	74
30	Dust bins	89	0	—	—	85	0	85	0	4	0
31	Fixing boundary stones, Lady Blake's Drive	250	0	—	—	—	—	—	—	250	0
32	Repairing and arranging store	262	0	8	11x	175	63	183	74	78	26
33	Apparatus for flushing market and slaughter-house	454	0	75	0y	162	63	237	63	216	37
34	Incinerator for burning rubbish	4,500	0	155	0z	—	—	155	0	4,345	0
35	New road, Lewella	2,015	0	19	77a1	24	£2	43	99	1,971	1
36	Drains round Public Offices	4,554	0	—	—	559	81	559	81	3,994	19
37	Drains alongside of the Railway	900	0	—	—	1,260	42	1,260	42	—	—
38	Boat house	1,450	0	184	3 b1	359	18	543	49	906	51
39	Cemetery boundary wall	288	70	258	91c1	20	0	278	91	9	79
40	Improvements, Town Hall	144	95	—	—	130	28	130	28	14	67
—	Diversion of Hermitage stream	5,268	43	151	96d1	2,627	87	2,779	83	2,488	60
27/08	Schoolroom, Katukele	1,002	77	—	—	924	63	924	63	78	14
35/08	Retaining wall, Meda-ela	524	30	54	0e1	188	20	242	20	282	10
36/08	New refuge	128	0	—	—	94	81	94	81	23	19
37/08	Town Hall improvements	20	33	—	—	7	60	7	60	12	40
A	Clearing vegetation	300	0	—	—	75	69	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	197	66f1	1,567	25	1,764	91	1,115	9
D	Ferry approaches	260	0	—	—	—	—	—	—	260	0
E&F	Ferry boats	1,100	0	48	28g1	1,217	92	1,266	20	—	—
G	House of refuge	222	87	14	36h1	133	40	147	76	75	11
H	Maintenance of waterworks	4,746	0	262	95	2,095	21	2,358	16	1,387	84
I	Maintenance of two fountains	146	0	—	—	—	—	—	—	146	0
—	Scavenging streets	13,821	38	1,095	44	8,811	48	9,906	92	3,914	46
—	Lake silt	3,000	0	83	98	2,532	76	2,616	74	383	26
—	House service	1,600	0	87	27	469	60	556	87	1,043	23
—	Fire engine	259	0	13	27	103	82	117	9	141	91

(a) 563 yards of barrel drain cleared of silt Rs. 84.52, gratings cleared Rs. 18.24, 15 manhole covers made Rs. 51.97, barrel drains repaired Rs. 2.72, fixing gratings Re. 1.62, repaired pavements, Colombo street, Pavilion street, and Trincomalee street Rs. 94.40, cost of 20 cast iron gratings Rs. 297.23, contingencies Rs. 21.12, and supervision Rs. 7 = Rs. 578.82.

(b) 21.87 cubes metal transported Rs. 25.37, 32½ cubes metal spread Rs. 81.40, 180 yards side drains cleared Rs. 2.30, thatching cooly lines Rs. 4.04, tools repaired Rs. 3.33, weeding Victoria Drive Rs. 9, picking loose metal Rs. 3, piling metal Rs. 2.80, cost of powder and fuse Rs. 78.56, 70 cubes earth and rock removed from quarry Rs. 96.53, cleared silt traps, Victoria Drive, Rs. 9.17, 1½ mile town streets weeded Rs. 54.93, 2 miles cleared side drains and reduced side round bund, Victoria Drive, Rs. 130.43, repairs to rest 65 cents, screening gravel Rs. 6.01, contingencies Rs. 17.79, supervision Rs. 13 = Rs. 548.30.

- (c) 1 mile jungle cut, side drains deepened, and sides reduced, Alutgantota road, Rs. 47.52, 1½ mile jungle cut, side drains cleared, and sides reduced, Lady Anderson's road, Rs. 52.14, proportionate cost of store and line watcher = Rs. 135.96.
- (d) 3½ cubes gravel transported Rs. 4.97, 200 yards side drains cleared Rs. 5.30, 1½ mile jungle cut, side drains cleared, and roads cleared of leaves, Udawattekelle road Rs. 80.41, 3½ cubes gravel spread Rs. 8.53, 21 cubes gravel screened Rs. 12.75, tools repaired Rs. 3, supervision Rs. 10, Forest Overseer's pay Rs. 35 = Rs. 159.96.
- (e) 5 cubes landslips removed Rs. 3.30, 1½ mile sides reduced Rs. 22.38 = Rs. 25.68.
- (f) Latrines repaired Rs. 25.20, whitewashed latrines Rs. 5.50, repaired roof, lake spill store Rs. 3.22, repaired ironwork of latrines Rs. 92.24, cost of cement Rs. 20, 3 squares cement concrete platform at exposing shed Rs. 24.42, whitewashed and tarred slaughter-house Rs. 9.59, repaired and whitewashed ambalams Rs. 27.78, repairs to Town Hall stables Re. 1.29, whitewashing Superintendent, Municipal Works' Office, Rs. 4.43, contingencies Re. 1.03, supervision Rs. 5 = Rs. 214.70.
- (g) Hire of bullocks Rs. 14.67.
- (h) 405 squares white and colour washing market Rs. 128.50, 240½ squares painting tats and ironwork Rs. 509.99, stopping leaks in market roof and repairs to gutters Rs. 61.51, repairs to market floor Rs. 9.35, contingencies Re. 1 = Rs. 713.06.
- (i) Planting hedges and watering streets Rs. 41.
- (j) Cost of tools Rs. 87.92.
- (k) Repaired gutter in dhobies' tank Rs. 7.71, cleared bathing tank of silt and vegetation Rs. 7.72 = Rs. 15.43.
- (l) Hire of bullocks and wages of cooly engaged in the mowing machine Rs. 45.34, wages of watcher Rs. 12.40, renewing planks of bridge at entrance Rs. 64.42, repairs to machine Re. 1.40, contingencies Re. 1.01, supervision Rs. 7 = Rs. 131.57.
- (m) Cost of timber for fence posts Rs. 14.40, contingencies Rs. 3.50 = Rs. 17.90.
- (n) Sweeping and weeding grounds, Wace park, Rs. 15.08, 4 cubes gravel spread and rolled Rs. 6.48, repairs to wire fence Rs. 2.25, contingencies 18 cents = Rs. 23.99.
- (o) Cost of materials Rs. 107.16, wages of extra guard Rs. 71.13, cost of diets Rs. 25.08, cost of mamoty handles Rs. 7 = Rs. 210.37.
- (p) 6 cubes metal transported and piled Rs. 7.50, 12 cubes earth excavated and transported Rs. 20.75, 5½ squares cement concrete platform laid and 52 feet of drain completed Rs. 9.17, transporting sand Rs. 5 = Rs. 42.42.
- (q) Transporting earth Rs. 3.75.
- (r) Repairs to public seats Rs. 4.65.
- (s) Cost of materials 61 cents.
- (t) 179 lineal feet of surface drain built Rs. 110.98.
- (u) Transporting metal to Lady Blake's Drive Rs. 16.87, 14 cubes gravel Rs. 16.80, gravelled and metalled road Rs. 39.39 = Rs. 73.06.
- (v) 3.60 cubes earthwork Rs. 3.60, 6.80 cubes rubble masonry Rs. 149.60 = Rs. 153.20.
- (w) Cost of timber Rs. 172.58, transported Rs. 11.25, cost of brickwork Rs. 75.38, cost of brick and lime Rs. 155 = Rs. 414.21.
- (x) Repairs to weighing machine Rs. 5.11, contingencies Rs. 3 = Rs. 8.11.
- (y) Cost of 50 feet of hose Rs. 75.
- (z) Cost of brick and lime Rs. 155.
- (a1) Cost of tools and materials Rs. 11.90, contingencies Rs. 7.87 = Rs. 19.77.
- (b1) Cost of timber Rs. 163.66, pointing rail piles Rs. 15.21, drilling holes in rails Rs. 3.17, cost of materials Rs. 2.27 = Rs. 184.31.
- (c1) 204.25 squares colourwashing Rs. 91.91, 36 squares plaster Rs. 162, clearing jungle Rs. 5 = Rs. 258.91.
- (d1) Pipes laid Rs. 89.61, pipes transported Rs. 23.75, four bends Rs. 34.25, contingencies Rs. 4.35 = Rs. 151.96.
- (e1) Cost of timber Rs. 14, cost of cement Rs. 10, wages of guards and cost of diets Rs. 38 = Rs. 54.
- (f1) 162 cubes earthwork in excavating Rs. 113.04, covering pits and sweeping grounds Rs. 80.03, cleared side drains and jungle Rs. 2.61, contingencies Re. 1.98 = Rs. 197.66.
- (g1) Repaired Gonawatta ferry boat Rs. 40.65, contingencies Rs. 7.65 = Rs. 48.28.
- (h1) Wages of watcher Rs. 12, whitewashed latrine Rs. 2, cost of disinfectants 36 cents = Rs. 14.36.

G. FRED. BUULTJENS,  
Superintendent of Works.

#### Health Officer's Report for September, 1909.

*Scavenging.*—The scavenging of the town was carried out satisfactorily during the month, and the town has been on the whole clean.

*Drainage.*—The drains, both large and small, were clean owing to the repeated flushings they received from the showers that fell during the month.

*Water Supply.*—Good, but not sufficient.

*Market.*—The public market was clean, having been painted and limewashed.

*Food Supply.*—The food provided in the markets and town was of good quality. During the month 553 cattle, 107 buffaloes, 148 sheep, and 267 goats were slaughtered; 6 cattle, 1 buffalo, and 12 goats were rejected as unfit for food.

The following organs were condemned and buried: cattle livers 1, buffalo livers 2, goat livers 2, and 29 lungs.

*Bakeries.*—Clean and well kept.

*Fish boutiques.*—Frequent inspections were made; no fish unsuitable for food was exposed for sale.

*Eating houses.*—Well kept.

*Dairies.*—The dairies were all in a sanitary condition, and every effort is being made to keep them so.

*Public latrines.*—The public latrines were kept in as sanitary a condition as possible during the past month.

*Laundries.*—The laundries were regularly inspected and found to be clean and well kept.

*Alleys.*—Every attention is being paid to these localities. In bad cases prosecutions were entered.

*Slaughter-house and exposing sheds.*—These buildings were clean and well kept.

*Public health.*—The health of the town has been on the whole satisfactory. One case of chickenpox, 5 cases of enteric fever, 10 cases of measles, and 3 cases of continued fever over seven days' duration; of these last two were brought into hospital from outside Municipal limits.

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

### MUNICIPALITY OF KANDY.

Supplemental Budget No. 2 of 1909 (as approved by the Standing Committee on December 4, 1909).

#### No. 1 ACCOUNT.

##### Revenue.

	Rs.	c.
Estimated revenue, 1909 .. .. .	157,933	50
Estimated disbursements, 1909 .. .. .	172,798	93
Probable Dr. balance .. .. .	14,865	43
Balance from December 31, 1908 .. .. .	Cr. 46,762	48
	31,897	5
Less expenditure per Supplemental Budget No. 1 .. .. .	6,361	54
Available .. .. .	25,535	51

##### Expenditure.

	Rs.	c.
Miscellaneous charges .. .. .	214	50
Judicial account .. .. .	120	0
Office charges .. .. .	520	30
Tolls charges .. .. .	175	0
Assessment tax charges .. .. .	60	0
Sanitation account .. .. .	612	0
Public works :—		
Estimate No. 13, barbed wire fence .. .. .	100	0
Estimate No. 13, clearing and repairing Katugastota well .. .. .	129	0
Estimate No. 17, erecting a ricksha stand .. .. .	229	90
Estimate No. 17, widening carriage stand .. .. .	912	0
Estimate No. 41, fence round Ward statue .. .. .	969	5
	2,339	95
Total .. .. .	4,041	75
Balance .. .. .	21,493	76
	25,535	51

#### No. 2 ACCOUNT.

##### Revenue.

	Rs.	c.
Estimated revenue, 1909 .. .. .	36,750	0
Estimated disbursements, 1909 .. .. .	40,810	78
Probable Dr. balance .. .. .	4,060	78
Balance from December 31, 1908 .. .. .	Cr. 36,181	57
	32,120	79
Less expenditure per Supplemental Budget No. 1 .. .. .	748	5
Available .. .. .	31,372	74

##### Expenditure.

Faireland and Roseneath .. .. .	250	50
Office charges .. .. .	173	44
Total .. .. .	423	94
Balance .. .. .	30,948	80
	31,372	74

Municipal Office,  
Kandy, November 29, 1909.

J. P. LEWIS,  
Chairman.

## ROAD COMMITTEE NOTICES.

## Wanarajah Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road as follows:—

WANARAJAH ROAD (between Wanarajah Bridge and Claverton Store.)

(Estimate No. 223 of 1909.)

Government moiety .. Rs. 946.00  
Private contributions .. Rs. 955.46

1st section, 1 mile.

Total acreage, 4,514—Moiety of cost, Rs. 210.49—  
Sectional rate, .0466c.—Total rate, .0466c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Wanarajah Tea Company of Ceylon, Limited	.. Wanarajah	.. 345	.. 16	8

1st and 2nd section, 2 miles.

Total acreage, 4,169—Moiety of cost, Rs. 210.49—  
Sectional rate, .0504c.—Total rate, .0970c.

W. Brock	.. South Wanarajah	.. 250	.. 24	27
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1st to 4th section, 4 miles.

Total acreage, 3,919—Moiety of cost, Rs. 420.98—  
Sectional rate, .1074c.—Total rate, .2044c.

Ceylon Proprietary Company	..	Summerville	..	239	..	48	89
K. D. Kershaw	.. Blair Athol	.. 306	.. 62	59			
A. Anson	.. Carfax	.. 298	.. 60	95			
K. Rollo and Mrs. Mercer	.. Gorthie	.. 313	.. 64	2			
Whittall & Co.	.. Dunkeld	.. 237	.. 48	51			
Castlereagh Estate Company	.. Castlereagh	.. 511	.. 104	51			
Whittall & Co.	.. Banff	.. 211	.. 43	16			
Do.	.. Elstree	.. 167	.. 34	16			
Lethenty Tea Estates Company	.. Lethenty and Essex	.. 320	.. 65	45			
Do.	.. Marlborough	.. 258	.. 52	77			
Do.	.. Blairgowrie	.. 114	.. 23	32			

1st to 6th section, 4.50 miles.

Total acreage, 945—Moiety of cost, Rs. 105.21—  
Sectional rate, .1113c.—Total rate, .3157c.

Lethenty Tea Estates Company	.. Claverton	.. 198	.. 62	54
E. H. Skrine	.. Osborne	.. 441	.. 139	29
Lethenty Tea Estates Company	.. Broad Oak	.. 306	.. 96	66

947 17

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 18, 1909.

N.B.—Private contributions	..	955	46
Unexpended balance, 1908	..	8	29

Amount to be recovered in 1909	..	947	17
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J. P. LEWIS,  
Provincial Road Committee's Office, Chairman.  
Kandy, December 7, 1909.

## Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road as follows:—

KADUGANNAWA-ALAGALLA ROAD.

(Estimate No. 154 of 1909.)

Government moiety .. Rs. 1,422.00  
Private contributions .. Rs. 1,436.22

1st section, 1 mile.

Total acreage, 3,048—Moiety of cost, Rs. 278.54—  
Sectional rate, .0913c.—Total rate, .0913c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Lady de Soysa	.. Maligatenna	.. 28	.. 2	65
W. C. Dias	.. do.	.. 50	.. 4	56

1st to 3rd section, 3 miles.

Total acreage, 2,970—Moiety of cost, Rs. 557.08—  
Sectional rate, .1875c.—Total rate, .2788c.

Felix Dias	.. Kumaragala	.. 102	.. 28	45
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1st to 4th section, 4 miles.

Total acreage, 2,868—Moiety of cost, Rs. 278.54—  
Sectional rate, .0971c.—Total rate, .3759c.

H. P. and L. P. Rudd. Beltoff	..	152	.. 57	15
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1st to 5th section, 5 miles.

Total acreage, 2,716—Moiety of cost, Rs. 278.54—  
Sectional rate, .1025c.—Total rate, .4784c.

P. J. Benwell	.. Andiatenna	.. 181	.. 86	62
Colombo Commercial Co. (W. A. F. Murray)	.. Ooolanakanda	365	.. 174	69
Cumberbatch & Co. (W. A. F. Murray)	.. Alagalla	.. 900	.. 430	75
C. G. Turbervil (E. L. S. Agar)	.. Tismode and Seafield	.. 355	.. 169	91

Eastern Produce and Estates Company, Ltd. (Gordon Skene)	.. Kirimettia and Peak	.. 915	.. 437	92
				Rs. 1,392 70

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay on or before December 18, 1909, into the Colonial Treasury, Colombo.

N.B.—Private contributions	..	1,436	22
Unexpended balance, 1908	..	43	52

Amount to be recovered in 1909	..	1,392	70
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J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, December 7, 1909.

**Proposed Road from Frotoft Estate to Pussellawa.**

NOTICE is hereby given that an application having been made to the Provincial Road Committee that the provisions of the Estate Roads Ordinance, No. 12 of 1902, be extended to the Ramboda-Pussellawa district for the construction therein of a cart road of an estimated length of about 7 miles from Frotoft estate to Delta cart road at Pussellawa, the Provincial Road Committee will, on Saturday, December 18, 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 Managers.	Estates.	Acreage.	Cultivated Acreage.
Messrs. Bosanquet & Co. (L. B. Greig) ..	Frotoft ..	655 ..	522
Do. ..	Peyagodda ..	400 ..	160
Carpen Chetty (Carpen) ..	Wavendon ..	562 ..	186
Messrs. J. Murray, Robertson & Co. ..	Eyrie ..	460 ..	—
Cumberbatch & Co. (J. W. Mortimer) ..	Karagastalawa ..	707 ..	450
Carson & Co. (L. B. Greig and S. P. Shelley) ..	Māymolly ..	538 ..	487
George Steuart & Co. (H. C. Lancaster) ..	Halboda ..	1,778 ..	850
J. Murray, Robertson & Co. (J. M. Urquhart) ..	Whyddon ..	314 ..	203
Bosanquet & Co. (A. L. French) ..	Delta ..	1,782 ..	1,194

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, December 8, 1909.

**Glenlyon-Preston Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

**GLENLYON-PRESTON ROAD.**  
(Estimate No. 207 of 1909.)

Government moiety ..	Rs. 597.00
Private contributions ..	Rs. 602.97
1st to 4th section, 88.70 lines.	
Total acreage, 2,491—Moiety of cost, Rs. 397.35—	
Sectional rate, .1595c.—Total rate, .1595c.	
Proprietors or Agents.	Amount.
Estates.	Acreage.
Rs.	c.
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson) ..	Glenlyon .. 636 .. 101.44
G. T. and Mrs. R. S. Peris (A. Alger) ..	Agra Elbedde 276 .. 44.2

1st to 5th section, 115.10 lines.

Total acreage, 1,579—Moiety of cost, Rs. 118.26—  
Sectional rate, .0748c.—Total rate, .2343c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Colonel Gwatkin (D. G. Norman) ..	Helbeck ..	109 ..	25.54
Stevenson (J. D. Stevenson) ..	Mossend ..	125 ..	29.31
Colonel and Mrs. Gwatkin (D. G. Norman) ..	Torrington ..	283 ..	66.34

1st to 6th section, 134.60 lines.

Total acreage, 1,062—Moiety of cost, Rs. 87.36—  
Sectional rate, .0822c.—Total rate, .3165c.

A. Rossi Ashton (A. Alger)	Estates.	Acreage.	Amount.
			Rs. c.
Alger ..	Iona ..	112 ..	35.47
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson) ..	Polmont ..	48 ..	15.20
P. B. Seton (A. Hamilton-Harding) ..	New Preston ..	167 ..	52.89
A. G. & C. A. Seton (A. Hamilton-Harding) ..	Preston ..	250 ..	79.17
Heirs of J. M. Smith (R. C. Fowler) ..	Albion ..	289 ..	91.52
A. G. & C. A. Seton (A. Hamilton-Harding) ..	St. Margaret's ..	196 ..	62.7
			Rs. 602.97

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 18, 1909.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, December 7, 1909.

**Darrawella-Annfield Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

**DARRAWELLA-ANNFIELD ROAD.**  
(Estimate No. 224 of 1909.)

Government moiety ..	Rs. 747.00
Private contributions ..	Rs. 754.47

1st section, 32.85 lines.

Total acreage, 2,464—Moiety of cost, Rs. 131.20—  
Sectional rate, .0532c.—Total rate, .0532c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
E. Rosling ..	Darrawella ..	615 ..	32.75

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

Total acreage, 1,849—Moiety of cost, Rs. 150.19—  
Sectional rate, .0812c.—Total rate, .1344c.

Carson & Co. ..	Hadley ..	228 ..	30.66
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1st to 3rd section, 1 mile, 32.56 lines.

Total acreage, 1,621—Moiety of cost, Rs. 59.56—  
Sectional rate, .0367c.—Total rate, .1711c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
D. Kerr ..	Invery ..	513 ..	87.83
R. H. S. Scott ..	Ottery (excluding Stamford Hill) ..	243 ..	41.61

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

Total acreage, 865—Moiety of cost, Rs. 157·01—  
Sectional rate, ·1815c.—Total rate, ·3526c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
R. H. S. Scott	.. Ottery (Stamford Hill division)	.. 138	.. 48 68

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

Total acreage, 727—Moiety of cost, Rs. 51·01—  
Sectional rate, ·0701c.—Total rate, ·4227c.

A. Craib	.. St. Leys	.. 130	.. 54 98
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1st to 6th section, 3·50 miles.

Total acreage, 597—Moiety of cost, Rs. 189·16—  
Sectional rate, ·3168c.—Total rate, ·7395c.

Cumberbatch & Co.	.. Annfield	.. 289	.. 213 78
Do.	.. Rahanwatta	.. 308	.. 227 84
			738 13

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 18, 1909.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, December 7, 1909.

#### Branch Road from Norwood to Campion.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

#### ROAD FROM NORWOOD TO CAMPION.

(Estimate No. 217 of 1909.)

Government moiety .. Rs. 3,760·00  
Private contributions .. Rs. 3,797·60

1st section, 52·80 lines.

Total acreage, 14,035—Moiety of cost, Rs. 376·68—  
Sectional rate, ·0268c.—Total rate, ·0268c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
The Eastern Produce Company; Limited.	.. Norwood	.. 882	.. 23 66
George Stuart & Co.	.. Portree	.. 272	.. 7 31

1st to 3rd section, 94·21 lines.

Total acreage, 12,881—Moiety of cost, Rs. 295·43—  
Sectional rate, ·0230c.—Total rate, ·0498c.

A. C. Bonner	.. Elbedde	.. 747	.. 37 25
H. F. Laycock	.. Lawrence	.. 565	.. 28 17

1st to 4th section, 118·21 lines.

Total acreage, 11,569—Moiety of cost Rs. 171·21—  
Sectional rate, ·0147c.—Total rate, ·0645c.

H. F. Laycock	.. Venture	.. 405	.. 26 19
W. S. Raffin	.. Upper Venture	.. 274	.. 17 72
Do.	.. Kew	.. 211	.. 13 65

1st to 6th section, 214·66 lines.

Total acreage, 10,879—Moiety of cost, Rs. 687·95—  
Sectional rate, ·0644c.—Total rate, ·1289c.

J. M. Robertson & Co. (G. F. Walker)	.. St. John Del Rey	.. 725	.. 93 58
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1st to 7th section, 245·43 lines.

Total acreage, 9,954—Moiety of cost, Rs. 219·52—  
Sectional rate, ·0220c.—Total rate, ·1509c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Bogawantalawa Tea Company, Limited (A. C. Bonner)	.. Kirkoswald	.. 870	.. 131 47
Heirs of A. C. Meyer	.. Tientsin	.. 385	.. 58 19
G. Steuart & Co.	.. Morar	.. 484	.. 73 15
H. A. Oliverson (H. Worship)	.. Bittacy	.. 142	.. 21 47
A. C. Smail and T. Gidden	.. Robgill	.. 433	.. 65 44

1st to 10th section, 334·60 lines.

Total acreage, 7,640—Moiety of cost, Rs. 636·32—  
Sectional rate, ·0832c.—Total rate, ·2341c.

Colombo Commercial Company, Ltd.	.. Bogawantalawa	.. 615	.. 144 16
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1st to 12th section, 387·40 lines.

Total acreage, 7,025—Moiety of cost, Rs. 376·70—  
Sectional rate, ·0534c.—Total rate, ·2875c.

K. Rollo	.. Chapelton	.. 684	.. 196 91
Heirs of G. K. Maitland	.. Theresia	.. 332	.. 95 58

1st to 14th section, 435·58 lines.

Total acreage, 6,009—Moiety of cost, Rs. 343·74—  
Sectional rate, ·0572c.—Total rate, ·3447c.

Mrs. Kelly	.. Killarney	.. 358	.. 123 55
Bogawantalawa Tea Co. (C. A. C. Bonner)	.. Bridwell	.. 467	.. 161 16
Do.	.. Bogawana	.. 440	.. 151 84
Finlay, Muir & Co.	.. Lynsted	.. 405	.. 139 76

1st to 15th section, 476·76 lines.

Total acreage, 4,339—Moiety of cost, Rs. 293·78—  
Sectional rate, ·0677c.—Total rate, ·4124c.

Imperial Estates Co., Ltd.	.. Friedland	.. 165	.. 68 12
Major-General Sir C. F. Hadden, K.C.B., and Fred. Hadden	.. Kotiyagala	.. 1,087	.. 448 69
Kandapola Estates Co., Ltd. (T. Gidden)	.. Lot 6,280, T.P. 101,851, Devonford..	.. 276	.. 113 94
Ceylon Land and Produce Company	.. Fetteresso	.. 439	.. 181 22

1st to 16th section, 529·56 lines.

Total acreage, 2,372—Moiety of cost, Rs. 376·68—  
Sectional rate, ·1588c.—Total rate, ·5712c.

Kintyre Estates Co. (Geo. Steuart & Co.)	.. Eltofts	.. 290	.. 165 77
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1st to 17th section, 530·64 lines.

Total acreage, 2,082—Moiety of cost, Rs. 7·68—  
Sectional rate, ·0036c.—Total rate, ·5748c.

R. H. Cooper	.. Lynford	.. 253	.. 145 55
Chas. Strachan & Co. (T. Gidden)	.. Campion and Kohinoor	.. 724	.. 416 49
W. A. S. Sparling and A. D. Donald	.. Loinorn	.. 233	.. 134 5
Imperial Estates Co., Ltd.	.. Lot 6,279½, T. P. 141,850, St. Vigeans.	.. 185	.. 106 43

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
T. Farr and A. van Citters	Lot 6,985 T. P. 110,064,		
	Northcove..	233	134 5
J. Sherriff	Dunlow and Aldie	454	261 17
			Rs. 3,785 69

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 18, 1909.

	Rs. c.
N.B.—Private contributions	3,797 60
Unexpended balance, 1908	11 91
Amount to be recovered in 1909..	3,785 69

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, December 7, 1909.

#### Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1909, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

#### NORWOOD-UPCOT ROAD.

(Estimate No. 222 of 1909.)

Government moiety	Rs. 2,488 00
Private contributions	Rs. 2,512 88

1st and 2nd sections, 1½ mile.

Total acreage, 6,319—Moiety of cost, Rs. 397 60—  
Sectional rate, 0629c.—Total rate, 0629c.

Proprietor or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. P. Evans	Cariglea	238	14 98

1st to 5th section, 3¾ miles.

Total acreage, 6,081—Moiety of cost, Rs. 795 21—  
Sectional rate, 1307c.—Total rate, 1936c.

J. M. Robertson & Co.	Lanka and Craighill	204	39 52
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1st to 6th section, 4 miles.

Total acreage, 5,877—Moiety of cost, Rs. 79 52—  
Sectional rate, 0135c.—Total rate, 2071c.

R. Cotesworth	Stockholm	283	58 65
Do.	Lower Cruden	194	40 20

1st to 7th section, 4¾ miles.

Total acreage, 5,400—Moiety of cost, Rs. 238 57—  
Sectional rate, 0441c.—Total rate, 2512c.

Geo. Steuart & Co.	Mahagala	290	72 92
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1st to 8th section, 5½ miles.

Total acreage, 540—Moiety of cost, Rs. 238 57—  
Sectional rate, 0466c.—Total rate, 2978c.

C. P. Hayes	Mahanilu	290	86 45
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1st to 9th section, 6 miles.

Total acreage, 4,820—Moiety of cost, Rs. 159 04—  
Sectional rate, 0329c.—Total rate, 3307c.

A. Sikes	Kincora	245	81 12
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1st to 10th section, 6¾ miles.

Total acreage, 4,575—Moiety of cost, Rs. 238 57—  
Sectional rate, 0512c.—Total rate, 3828c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
G. A. Craib	Gauravilla	706	270 55
Ceylon Tea Plantations Company	Alton	225	86 23
Do.	Beaconsfield	168	64 39
J. S. Stevenson	Blairavon	177	67 84
R. W. Braithwaite	Minna	268	102 71

1st to 12th section, 79/10 miles.

Total acreage, 3,031—Moiety of cost, Rs. 365 73—  
Sectional rate, 1206c.—Total rate, 5034c.

Mackwood & Co.	Scarborough	276	139 8
R. A. Hope	Ormidale	350	176 36
Mackwood & Co.	Anandale	296	149 18
Whittall & Co.	Cleveland	340	171 32
Geo. Steuart & Co.	Caledonia and Meeriacotta	409	205 99
C. B. Portman	Suriakanda	221	111 37
J. C. Kennedy	Fairlawn	297	149 66
Do.	Glencoe Bary	208	104 82
D. G. Macgregor	Mincing Lane	194	97 76
D. Elkington	Ladbrook	208	104 82
Ceylon Tea Plantations Company	Upcot	232	116 91

Total .. 2,512 81

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 24, 1909.

	Rs. c.
N.B.—Private contributions	2,512 88
Unexpended balance, 1908	0 7
Amount to be recovered in 1909 ..	2,512 81

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, December 15, 1909.

NOTICE is hereby given that the Chairman of the Provincial Road Committee of Uva will, under section 27 of the Road Ordinance, No. 10 of 1861, hold a general election at the Badulla Kachcheri on January 5, 1910, at 1 P.M., to elect members for each of the three classes of the community, namely, the Europeans, the Burghers, and Natives for the District Committees of Upper Uva and Lower Uva for the years 1910, 1911, and 1912.

D. W. ARNOTT,  
for Chairman.

Provincial Road Committee,  
Badulla, December 1, 1909.

#### Ellearawa-Pinnawala Estate Road.

NOTICE is hereby given that under the provisions of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee in respect of the Ellearawa-Pinnawala Estate road will be held at Detanagala bungalow at 2 P.M., on Wednesday, January 5, 1910, for the purpose of electing a Chairman and to transact any other business that may be brought before the meeting.

J. C. W. ROCK,  
Chairman.

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

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.	Coffee, Plantation	Coffee, Librarian	Tea	Cacao	Trunk Cinchona	Cinchona Chips	Coconuts	Copra	Coconut Oil	Coconut Ponnac	Cinnamon	Cinnamon Oil	Citronella Oil	Cardamoms	Ebony	Plumbago	Coir Rope	Coir Yarn	Coir Fibre	Sapan-wood	Kivul Fibre	Deer Horns
<b>COLOMBO.</b>	1909.																							
ss. Theues	3-12	London			454102	144			23875			1001				5330								
ss. Rubomia	4-12	Copenhagen etc Ports			992				34840	7083														
ss. Vindabona	4-12	Trieste			258801					1500														
ss. Ormuz	6-12	London			531442								60000	288	11283									
ss. Princess Alice	6-12	New York			17284						8503					350		4720	100					
ss. Barotse	7-12	New York			76144						6482							5911						
ss. Christian Nebe	7-12	Vladivostok			180345																			
ss. Sydney	7-12	Marseilles			61567																			
ss. Gange	7-12	Marseilles			87344																			
ss. Prinz Ludwig	8-12	Yokohama			9400				40020										307					
ss. Workman	8-12	Port Said, London, and Liverpool			270209	342			101910															
ss. Cardiganshire	8-12	China & Japan			81145																			
ss. City of Karachi	8-12	London			298448	135			50100				5600*						237	11				
ss. Kama Maru	8-12	Japan			19970																			
ss. Tourane	9-12	Marseilles			6616																			
ss. Salazie	9-12	Marseilles			16262																			
ss. Machaon	9-12	London			423177	176					1710													
ss. Hakata Maru	9-12	London			394476	566					3747													
ss. Macedonia	9-12	London			24701																			
ss. Kon. Wilhelmina	10-12	Amsterdam											28000*											
<b>GALLE.</b>																								
NH																								

\* Chips. † And Chips 14,108 lb.

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

From	To Galle
From Tuticorin	10,518
Rangoon	18,162
Calcutta	6,667
Singapore	15,913
China	1,689
Bombay	54
Penang	2,000
<b>Total</b>	<b>55,003</b>

M. M. ANTHONISZ.  
for Principal Collector

H. M. Customs,  
Colombo, December 13, 1909.



THE under-mentioned packages having been left in the Kochchikade Warehouses beyond the time allowed by law, notice is hereby given that unless the same be previously cleared or bonded, they will be sold by public auction on Monday, December 27, 1909, at 12 noon :—

Date.	Vessel.	From.	Marks.	Quantity and Description of Goods.
1909.				
July 17	.. ss. Gwalior	.. Tuticorin	.. S S V	.. 2 bags ground nut manure
July 31	.. ss. M. Meenatchi	.. Bombay	.. C in a diamond	.. 1 bag pollard
August 14	.. ss. Nawab	.. Bombay	.. B in a diamond	.. 1 do.
			.. P M W L in a diamond and Z in centre	.. 1 bag bone meal
August 27	.. ss. Orissa	.. Rangoon	.. Nil	.. 1 do.
September 9	.. ss. Loodiana	.. Bombay	.. A S	.. 1 bag hoofs and horns
			.. B M W E upon 294	.. 1 bale piece goods
			.. M A	.. 1 bag flour
			.. Various	.. 1 bag fish manure
September 27	.. ss. Warwickshire	.. Rangoon	.. Nil	.. 1 bag rice
	.. Unknown	.. Unknown	.. Nil	.. 4 sweepings

H. M. Customs,  
Colombo, December 10, 1909.

W. T. SOUTHERN,  
for Principal Collector.

THE under-mentioned packages having been left at the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded, they will be sold by public auction on Thursday, December 30, at 12 noon :—

Date.	Vessel.	Whence.	Marks.	Number and Description of Goods.
1909.				
Sept. 3	.. ss. Litchenfels	.. Hamburg	.. M in a triangle	.. 2 cases
Do.	.. do.	.. do.	.. S A K	.. 1 Demijon Nile water
Aug. 28	.. ss. Sofala	.. —	.. Addressed	.. 1 box sugar samples
Do.	.. —	.. —	.. R P in a diamond	.. 1 do.
Feb. 1	.. ss. Vorwaerts	.. Trieste	.. 596	.. 1 parcel book
Do.	.. Unknown	.. —	.. —	.. 2 drums
Do.	.. do.	.. —	.. —	.. 1 package iron
Do.	.. do.	.. —	.. —	.. 1 case merchandise
Do.	.. do.	.. —	.. L B C in a diamond	.. 1 case earthenware

H. M. Customs,  
Colombo, December 13, 1909.

W. T. SOUTHERN,  
for Principal Collector.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 1,067 of February 4, 1909.

Robert Cassie and Norman Armitage.—"A Pressure Recording Machine."

*Abstract.*—The invention consists of an apparatus for connecting a recorder with the pressure cap of a tea or other Roller such apparatus being so adjusted that the Recorder registers the pressure exercised by the pressure cap and the movements of the pressure cap continually.

A drum on a vertical axis, to carry the paper for the record, is rotated by motion transmitted through suitable gearing from one of the cranks which rotates the roller jacket. A pencil carrier slides vertically on a standard being moved by a flexible string, band wire or chain attached at one end to the pencil carrier and at the other to the pressure cap of the roller and led over and round pulleys. The diagram thus recorded shows the relative periods of rolling under pressure and of filling the pressure cap.

The claims are :—for connecting a Recorder to record the movements of the pressure cap : the method of connecting the Recorder : the method of rotating the drum from the crank head : the combination of those two methods.

Four claims: three sheets of drawings.

No. 1,104 of November 10, 1909.

William Jackson.—"Apparatus for opening or loosening, clotted tea leaves or other produce, and for sifting the same."

*Abstract.*—This invention provides an apparatus to be used for the purpose of shaking up and disintegrating and sifting balled, clogged, clotted or entangled tea leaves from a Tea Roller.

A long frame whose bed is made for disintegrating the balled leaf for one half its length and for sifting the disintegrated leaf for the other half its length, rests in an inclined position, being carried at its lower end on the crank pin of a crank shaft and at its other end on rocking bars. The half of that frame which is meant to disintegrate the leaf is the lower end and is provided with a bed formed in inclined steps; so that when

the crank shaft revolves and jigs the frame, the balled leaf put in at that lower end of the frame is subjected to continuous vibrating shaking motion which will disintegrate the balled leaf and at the same time will cause such leaf to ascend gradually the stepped inclines and pass on to the sieves forming the bed at the upper end of the frame.

The claims are :—a ball breaking or disintegrating device arranged and operated as described : the combinations of a sifter and ball breaking device as described : an apparatus constructed as described.

Three claims : two sheets of drawings.

No. 1,105 of November 12, 1909.

*Allan Macpherson.*—“Improvements in plant for the generation and storage of carburetted petrol and like gas.”

*Abstract.*—This invention relates to apparatus for generating and storing petrol and like gas including a carburetting vessel wherein the gas and air are mixed and devices for charging the mixture into gas holders.

The carburettor consists of a tall cylindrical vessel containing a central pipe through which air can be drawn upwards to be delivered into the vessel near the top of it. Round the outside of that pipe a series of inclined louvre or like plates are arranged in a spiral and down those stepped spiral plates flows the liquid petrol to be vapourised, being delivered to the spiral in measured quantities. The mixture of air and petrol vapour is drawn from the vessel near the bottom of it and is drawn into a gas holder, through a bell valve sealed in mercury, by the raising of the gas holder by means of a water motor or clock work controlled automatically by such raising or lowering of the gas holder. Another gas holder, or more than one other, can be placed in series with the first for storing the gas while the first gas holder is being raised to fill it.

The claims are for :—the arrangement of the carburetting vessel fitted with stepped inclined louvre or like plates arranged in a spiral : the arrangement of swivelling pipes and tank for leading measured quantities of petrol or the like to the louvre plates in the carburetting vessel : the dome shaped bell valves dipping into mercury or the like to form a seal for passing the gas into the gas holders : the apparatus.

Four claims : one sheet of drawings.

No. 1,106 of November 13, 1909.

*Ramchandra Moreswar Jog.*—“Improvements in casks and barrels.”

*Abstract.*—This invention relates to the construction of liquid and air tight casks and barrels, such packages being economically manufactured by the utilization of old or used cement casks or casks and barrels of any kind whether new or used ; and consists in the provision of a sheet metal lining of the same shape as the cask or barrel, the latter being taken apart and rebuilt around the said lining. The lining is made in three portions, two ends and a middle zone joined together at flanged joints by soldering or otherwise. One end of the zone is provided with a suitable screwed cap or stopper.

One claim : one sheet of drawings.

No. 1,107 of November 18, 1909.

*William Jackson.*—“Improvements in apparatus for drying tea leaf or other produce.”

*Abstract.*—The air from an air heater is led into a drying chamber which encloses an endless conveyor or elevator set at a considerable inclination with the horizon. The conveyor is fitted with vanes, blades, or slats, preferably reticulated to carry the tea leaf to be dried, so shaped and arranged that such vanes as they convey upwards the tea leaf on their upper surfaces and reach and pass the upper carrier of the endless conveyor will turn over each in its turn and will deposit each its load of tea leaf on the back of the next preceding vane as it descends. The tea leaf circulates in that way in the drying chamber, being turned over each time it reaches and passes the top carrier of the conveyor, until it is removed from the bottom of the chamber and so cannot be picked up again by the conveyor as it passes the bottom carrier.

The tea leaf is fed into the drying chamber from one side of it, and in order to distribute it equally across the drying chamber and across the conveyor or elevator a wiper or blade made to fit a conically shaped chamber is rotated in that chamber so as to throw out the tea leaf led into that chamber with different velocities. To facilitate an even supply of tea leaf to that feeding chamber a second but much smaller conveyor, working approximately in a plane at right angles to the conveyor in the drying chamber, is used to convey a regulated supply from the external feeding hopper to the feeding chamber.

The claims are for : the combination with drying apparatus of an inclined drying chamber containing the elevating device and means for feeding the tea leaf : in combination with a drying apparatus a cone shaped feeding chamber with a correspondingly inclined rotating wiper or blade in it : in combination with the last claim, of an inclined web to convey tea leaf from a platform up to and into the cone shaped feeding chamber : a drying chamber and means in connection therewith as described and illustrated.

Four claims : one sheet of drawings.

No. 1,108 of November 18, 1909.

*William Jackson.*—“Improvements in apparatus for drying tea leaf or other produce.”

*Abstract.*—This invention relates to tea leaf and other produce drying apparatus of the kind in which an air heater (preferably a tubular air heater) is used in combination with a drying chamber, in which are situated superposed reticulated supports composed of louvres, strips, or slats, which slightly overlap each other, and are arranged so that they can be tilted, or opened, after the manner of a venetian blind, for the purpose of dropping the tea leaf, or other produce, from a support above to the one below and finally from the lowest support, and consists of the provision of mechanical means to be operated as frequently as is necessary to ensure all tea leaves or other produce being shaken off the supports.

Each louvre is provided with a crank whose crank pin engages in a bar connecting all the louvres in one row of supports. That bar is connected by a link to the crank pin of another crank of smaller throw mounted on a short shaft that is rotated when a clutch operated by hand is put in operation. Each row of such supports is provided with its cranks and clutch and hand lever to throw the clutch in gear and so upset one row of louvres and shake off the tea leaves as many times as may be necessary until its hand lever is released.

The claims are for :—the combination of means driven mechanically in apparatus for drying tea leaves having supports constituted by louvres, &c., and means in connection with the said supports so that the driven means and the means in connection with the said supports can be engaged when the supports are to be operated : the combination of a train of wheels and means for driving them and clutches and means connecting them with the supports so as to cause the mechanical operation of the louvres, &c.; the arrangement of mechanism described and illustrated.

Three claims : two sheets of drawings.

*No. 1,109 of November 19, 1909.*

*The Firm of Elektrische Dauerghühlampen G. m. b. H.*—“ An improved process and apparatus for regenerating carbon filament incandescent lamps.”

*Abstract.*—It is stated that carbon filaments for incandescent lamps have been regenerated hitherto by passing gaseous hydrocarbon with atmospheric air in suitable and various proportions into the evacuated bulb whilst the filament is rendered incandescent by the electric current.

According to the present invention pure hydrocarbon in determined quantity is admitted into the bulb instead of the mixture of hydrocarbon and air; with, it is stated, a very much improved result.

An apparatus for carrying out the process on lamps mounted in pairs is described and illustrated.

The claims are for :—the process: and the apparatus.

Two claims : one sheet of drawings.

*No. 1,110 of November 19, 1909.*

*Richard Ames and Tarafirma, Limited.*—“ A machine for drying, heating, and mixing Tarmacadam.”

*Abstract.*—The nature of the invention is described in the claims as follows :—

1. An apparatus for drying, heating, and mixing Tarmacadam, consisting of a rectangular metallic structure divided by means of internal partitions into a drying and heating chamber, a furnace and flue; tar tanks, and a tar well; the apparatus being provided with an elevator to raise and deliver the material to be treated into the drying and mixing chamber, screens in the drying and heating chamber a boiler for heating the tar or other substance with which the road metal is to be coated, an elevator to raise the tarred material from the tar well and to deliver it on to a reciprocating screen in the mixing chamber, a fan to remove hot air and moisture from the drying and heating chamber and means for operating the said elevators, conveyors, fan and screen, all as specified.

2. In an apparatus for drying, heating, and mixing Tarmacadam, the combination of a rectangular metallic structure divided by means of internal partitions into a drying and heating chamber, a furnace and flue; and a tar well with a steam boiler and tar tanks located in the compartment forming the furnace and flue, pipes or coils attached to the boiler and passing through the tar tanks, an elevator to raise the material to be treated from an elevator boot at or near the level of the roadway and to deliver it into the drying or heating chamber, screen conveyors in the drying and heating chamber to transport the material to be treated backwards and forwards through the said chamber and to deliver it into the tar well, an elevator to raise the treated material from the tar well a reciprocating screen in the mixing chamber to receive the same, a rotating shaft fitted with a main driving pulley, eccentrics for driving the reciprocating screens and sprockets and chains for driving the feeding elevator, a lay shaft driven by bevel gearing from the said shaft and sprocket wheels and chains or pulleys and belts to connect the fan and the elevator for raising the treated material from the tar well, to the lay shaft, all as specified.

3. In an apparatus for drying, heating, and mixing Tarmacadam, of the class hereinbefore described, the combination of a furnace and flue with a steam boiler and tar tanks located above the furnace and pipes or coils connected to the boiler and passing through the tar tanks, as specified, for the purpose stated.

4. In an apparatus for drying, heating, and mixing Tarmacadam of the class hereinbefore described the combination of a tar well with a tipping bucket elevator to raise the treated material from the tar well, and a reciprocating screen in the mixing chamber to receive the treated material, as specified, for the purposes stated.

5. Apparatus for drying, heating, and mixing Tarmacadam.

Five claims : two sheets of drawings.

*No. 1,111 of November 23, 1909.*

*Louis Henry Raw.*—“ Improvements relating to the treatment of ramie and other similar substances.”

*Abstract.*—The invention consists of a process of treating fibres, particularly ramie fibre on the cane or in the condition of brown ribbon or china grass, by laying the raw material in earth for a period of 5 to 8 days. The nature of the process is described.

The claims are :—for a process of treatment as described : for a new article of manufacture consisting of ramie or similar fibre rendered similar to wool.

Three claims : no drawings.

*No. 1,112 of November 29, 1909.*

*Norman Ogden.*—“ An improved automatic disinfecting closet.”

*Abstract.*—This invention is intended to provide a simple closet which will automatically supply and discharge a certain quantity of disinfectant into the soil pan each time the closet is used and which will automatically close down a platten or flapper valve when the closet is not in use and thus seal or close up the bottom of the closet pan thereby preventing the entrance of flies to the night soil pan and closing the latter from view.

The platten is made hollow and so that when it is in the raised position at the back of the pan a determined quantity of disinfectant is delivered into its hollow part which is distributed through louvre openings in it underside to the night soil pan when the platten is lowered to seal the closet pan.

The raising of the platten and the measuring and delivering of the determined quantity of disinfectant and the subsequent lowering of the platten are effected by links and levers connected to a depressible seat and or a depressible footboard.

Ten claims : two sheet of drawings.

E. HUMAN,  
Registrar of Patents.

### LOCAL BOARD NOTICES.

NOTICE is hereby given to persons residing within the limits of the Local Board of Moratuwa, that the Board acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1910 on all carriages, carts, motor cars, hackeries, jinrickshaws, horses, ponies, mules, bullocks, asses, and dogs kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) the carts, carriages other than hackeries and coaches referred to in section 29 of the Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed.

#### SCHEDULE.

	Rs.	c.
For every carriage of whatever description other than a cart, hackery, or rickshaw ..	5	0
For every cart or hackery of whatever description ..	2	0
For every rickshaw ..	2	50
For every horse, pony, or mule ..	2	50
For every bullock or ass ..	0	50
For every motor car, motor lorry, or motor tricar ..	5	0
For every children's carriage, the wheels of which exceed 24 inches in diameter ..	5	0
For every dog ..	1	0

Save such vehicles and animals as are exempted from taxation under the said Ordinance.

L. W. BOOTH,  
Chairman.

Local Board Office,  
Moratuwa, December 13, 1909.

NOTICE is hereby given to persons residing within the limits of the Local Board of Moratuwa, that the Board acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1910 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Re. 1.50 on or before March 31, 1910.

L. W. BOOTH,  
Chairman.

Local Board Office,  
Moratuwa, December 13, 1909.

NOTICE is hereby given that the meeting fixed for Friday, December 17, at 9 A.M. at the Town Hall, Kalutara, for the purpose of election of Unofficial Members to serve on the Local Board of Health and Improvement of the town of Kalutara for the space of 2 years from January 1, 1910, is cancelled, and that a meeting for the said purpose will be held on Wednesday the 29th instant, at 9 A.M. at the Town Hall, Kalutara.

L. W. BOOTH,  
Government Agent.

The Kachcheri,  
Colombo, December 13, 1909.

NOTICE is hereby given to persons residing within the limits of the Local Board of Kegalla that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1910 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable under the provisions of the Ordinance No. 10 of 1861 to the performances of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1910.

G. F. R. BROWNING,  
Chairman.

Local Board Office,  
Kegalla, December 9, 1909.

NOTICE is hereby given to persons residing within the limits of the Local Board of Kegalla that the Board, acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1910, on all carriages, carts, hackeries, jinrickshas, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) the carts, carriages other than hackeries, and coaches referred to in section 29 of the Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed:—

#### SCHEDULE.

	Rs.	c.
For every carriage ..	4	0
For every cart or hackery ..	2	0
For every jinricksha ..	2	0
For every horse, pony, or mule ..	2	50
For every bullock or ass ..	0	50

G. F. R. BROWNING,  
Chairman.

Local Board Office,  
Kegalla, December 9, 1909.