



# Ceylon Government Gazette

Published by Authority.

No. 6,361 — THURSDAY, MARCH 24, 1910.

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

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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

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

	PAGE		PAGE
Proceedings of Municipal Councils, &c. ..	632	Trade Marks Notifications ..	—
Notices to Mariners ..	—	Local Board Notices ..	641
Notifications of Quarantine ..	—	Road Committee Notices ..	640
Returns of Imports and Exports ..	638	Notices affecting Small Towns ..	—
Railway Traffic Returns ..	—	Notices affecting Village Communities (Gansabhawa) ..	—
Patents Notifications ..	639	Unofficial Announcements ..	603

### UNOFFICIAL ANNOUNCEMENTS.

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

1. The name of the Company is "THE LANSDOWNE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof Lansdowne estate, situate in the Ratnapura District.
  - (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 Ceylon 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 Ceylon 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 Ceylon 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 Ceylon 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 rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such 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, 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 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, or elsewhere stores, shops, and places for the sale of 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 to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon 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 to 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 Ceylon 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 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 partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or 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, the 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 a 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 a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" 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 Ten thousand shares of Fifty 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.
1. G. O. LE MOTTEE, Battalgalla, Dikoya .. .. .	One
2. F. B. B. GOODFELLOW, Nahavilla, Demodara .. .. .	One
3. W. SHAKSPEARE, Colombo .. .. .	One
4. H. C. BIBBY, Colombo .. .. .	One
5. JOHN G. WARDROP, Colombo .. .. .	One
6. N. M. MURRAY, Bank of Madras .. .. .	One
7. G. LIONEL COX, Colombo .. .. .	One

Dated the 5th day of February, 1910.

Witness to No. 1 Signature: E. WARE.

.. No. 2 Signature: A. DAVEY.

.. No. 3 Signature of W. SHAKSPEARE: G. DES CLAYFS.

.. No. 4 Signature: J. LOCHORE.

.. No. 5 Signature: M. J. CARY.

.. No. 6 Signature: A. E. GULLARTON.

.. No. 7 Signature: J. LOCHORE.

## ARTICLES OF ASSOCIATION OF THE LANSDOWNE RUBBER 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 Lansdowne Rubber 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 incorporation 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 Ten thousand shares of Fifty Rupees (Rs. 50) 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 vendors 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 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.

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 a 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 36 to become a Shareholder in respect of any share.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

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

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

29. 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.

30. 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.

31. 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 Article 30, shall register the transferee as a Shareholder, and retain the instrument of transfer.

32. 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.

33. 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.

34. 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 days next 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.

35. 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.

36. 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 35 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.

38. 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.

39. 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 shares in respect of which the call was made or instalment is payable will be liable 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 instalment, with interest, and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

40. 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.

41. 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.

42. 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.

43. 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 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 41 hereof, shall be redeemable after sale or disposal.

44. 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.

45. 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.

46. 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.

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

48. 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.

49. 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.

50. 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.

51. 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.

#### BORROWING POWERS.

52. 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 Fifty thousand Rupees.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

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

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

64. 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.

65. 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.

66. 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. 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.

68. 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. 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.

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

71. 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.

72. 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. 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.



74. 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.

75. 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.

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

77. 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.

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

80. 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.

81. 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.

82. 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.

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

84. 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 Lansdowne Rubber Company, Limited.)*

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

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

85. 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 shall be prevented from voting by reason of his being personally interested in the result of the voting.

#### DIRECTORS.

87. 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. Two Directors shall form a quorum.

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 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 Directors of the Company.

88. The first Directors shall be Fitzroy Bingham Barrass Goodfellow, Gerald Osmond Le Mottee, Walter Shakspeare, and George Lionel Cox 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.

89. 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.

90. 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 91.

91. 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.

92. 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.

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

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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 tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

101. 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.

102. 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.

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.

103. The Directors shall have power to carry into effect the acquisition of Lansdowne Estate and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

104. 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.

105. 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, 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, 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.

106. 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.

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

108. The Directors shall have power to open 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.

109. The seal of 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, or any person authorized to sign for the said firm by a power of attorney.

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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.

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

- (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 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.
- (g) Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies, or for special dividends, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from their other assets.

## PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

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

114. 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.

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

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

117. 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.

118. 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.

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

120. 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.

121. 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.

122. 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.

123. 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 Shareholders 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

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

134. 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.

135. 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.

136. 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.

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

138. 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.

139. 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.

140. The Directors may from time to time apply such portions 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.

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

142. 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.

143. 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.

144. 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.

145. 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.

146. 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.

147. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors; where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

## NOTICES.

148. 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.

149. 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.

150. 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 notices may be sent.

151. 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.

152. 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.

153. 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.

154. 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.

155. 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.

156. 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 Colombo, this 5th day of February, 1910.

1. G. O. LE MOTTEE.
2. F. B. B. GOODFELLOW.
3. W. SHAKSPEARE.
4. HORACE C. BIBBY.
5. JOHN G. WARDROP.
6. N. M. MURRAY.
7. G. LIONEL COX.

Witness to No. 1 Signature : E. WARE.

„ No. 2 Signature : A. DAVEY.

„ No. 3 Signature : G. DES CLAYES.

„ No. 4 Signature : J. LOCHORE.

„ No. 5 Signature : M. J. CARY.

„ No. 6 Signature : A. E. GULLARTON.

„ No. 7 Signature : J. LOCHORE.

**MEMORANDUM OF ASSOCIATION OF THE GOOD HOPE (SELANGOR) RUBBER COMPANY, LIMITED.**

1. The name of the Company is "THE GOOD HOPE (SELANGOR) RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established at Hatton House, Hatton, Ceylon.
3. The objects for which the Company is established are :—
  - (1) To purchase and acquire the leasehold property known as Bandar, situated in Kuala Langat, Selangor, Federated Malay States ; and to take an assignment of any lease or leases thereof, with all rights secured thereby, and subject to the terms and conditions contained in any such lease or leases, or modifications thereof.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the aforesaid Federated Malay States or elsewhere, and any rights 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, or any share or shares thereof, or interest therein.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estate or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in 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 ; and to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandises, 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 Federated Malay States, or elsewhere, all or any of the following business, that is to say, planters of rubber, tea, coffee, or any such products or produce as aforesaid in all its branches ; carriers of passengers and goods by land or by water ; forwarding agents, merchants, exporters, importers, traders, engineers ; proprietors of docks, wharves, jetties, piers, warehouses, and boats ; and of tug owners and wharfingers ; and any other business which can or may conveniently be carried on in connection with the above, or any of them.
  - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any part of the Company's general business, and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company ; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
  - (8) To purchase rubber, tea leaf, coffee, and (or) other raw products, or produce for manufacture, manipulation, and (or) sale.
  - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
  - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, 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, cocoanut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests ; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
  - (12) To cultivate, manage, and superintend estates and properties in the Federated Malay States and 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 all concerns and undertakings ; and to transact any other agency business of any kind.
  - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers ; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
  - (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain ; and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
  - (15) To procure the Company to be registered or established in the Federated Malay States ; and if and when necessary or thought advisable, elsewhere.
  - (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
  - (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital, or the unpaid calls of the Company.
  - (18) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit ; also to pay off the moneys secured thereby or any part or parts thereof, and to re-borrow.

- (19) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner, as may from time to time be determined.
- (20) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (21) To remunerate any parties for services rendered, or to be rendered, in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (23) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise, deal with all or any part of the undertaking, property, and rights of the Company for such consideration as the Company think fit, and in particular in consideration of rents, moneys, or securities for moneys, shares, debentures, or securities, of any other company or companies having objects altogether or in part similar to those of the Company.
- (24) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, company or companies, carrying on any business in 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.
- (25) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind, acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up, or partly paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up, or partly paid up, for such purpose.
- (26) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, corporation, or company carrying on or about to carry on, or engage in, any business or transaction which this Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidize or otherwise assist, any such Company; and to sell, hold, reissue with or without guarantee, or otherwise deal with, such shares or securities.
- (27) To form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (28) To accept as consideration for the sale or disposal of the whole or any part of the undertaking, lands, real or personal, immovable or movable, estate or property or assets of this Company, or in discharge of any other consideration to be received by this Company, money, or shares (whether fully paid up or partly paid up) or any other company or companies, or the debentures, or debenture stock, or obligations of any company or companies, or person, or partly one and partly any other or others.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liabilities of the Shareholders is limited.

5. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees, divided into Fifty thousand shares of Fifteen Rupees each.

The capital of the Company may be increased or reduced in manner specified in the Articles of Association, and provided by law. And the shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
ROBERT HOLME SUMNER SCOTT, Ottery, Dikoya, Ceylon .. ..	One
ALEXANDER CRAIB, Invery, Dikoya, Ceylon .. ..	One

Witness to the above signatures at Hatton, this 4th day of March, 1910:

F. LIESCHING, Hatton,  
Proctor, Supreme Court.

CHARLES GREGORY RYAN, Glenomera, Talawakele, Ceylon .. ..	One
JOHN PERCIVAL BLACKMORE, St. Andrews, Talawakele, Ceylon .. ..	One

Witness to the above signatures at Talawakele, this 5th day of March, 1910:

F. LIESCHING, Hatton,  
Proctor, Supreme Court.

FORBES GRIFFITH SAUNDER, The Scrubs, Nuwara Eliya, Ceylon .. ..	One
ROBERT WEBSTER, Uvakellie, Madulsima, Ceylon .. ..	One

Witness to the above signatures at Nuwara Eliya, this 5th day of March, 1910:

F. LIESCHING, Hatton,  
Proctor, Supreme Court.

GUY BOHUN DE MOWBRAY, Moray, Maskeliya, Ceylon .. ..	One
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Witness to the signature of GUY BOHUN DE MOWBRAY at Hatton, this 6th day of March, 1910.

F. LIESCHING, Hatton,  
Proctor, Supreme Court.



**ARTICLES OF ASSOCIATION OF THE GOOD HOPE (SELANGOR) RUBBER  
COMPANY, LIMITED.**

It is agreed as follows:—

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

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

**INTERPRETATION.**

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

*Company.*—The word “Company” means “The Good Hope (Selangor) Rubber Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

*The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861, 1888, and 1893,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

*Special resolution and extraordinary resolution.*—“Special resolution” and “extraordinary resolution” have the meanings assigned thereto respectively by “the Ordinance.”

*These presents.*—“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.

*Capital.*—“Capital” means the capital for the time being raised or authorized to be raised for the purposes of the Company.

*Shares.*—“Shares” means the shares from time to time into which the capital of the Company may be divided.

*Shareholder.*—“Shareholder” means a Shareholder of the Company.

*Presence or present.*—“Presence or present” at a meeting means presence, or present, personally or by proxy or by attorney duly authorised.

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

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

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

*Office.*—“Office” means the registered office for the time being of the Company.

*Seal.*—“Seal” means the common seal for the time being of the Company.

*Month.*—“Month” means a calendar month.

*Writing.*—“Writing” means printed matter or print as well as writing.

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

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

**BUSINESS.**

4. *Commencement of business.*—The Company shall purchase and acquire the leasehold property known as Bandar, situate in Kuala Langat, Selangor, in the Federated Malay States; and generally proceed to carry out the objects for which it is established, and employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

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

**CAPITAL.**

6. *The Capital.*—The nominal capital of the Company is Seven hundred and fifty thousand Rupees divided into Fifty thousand shares of Fifteen Rupees each.

**INCREASE OF CAPITAL.**

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

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

**REDUCTION OF CAPITAL.**

8. *Reduction of Capital.*—The Company may, from time to time, by special resolution, and with the sanction of Court, reduce its capital.

**ALTERATION OF CAPITAL.**

9. *Consolidation, subdivision or cancellation of shares.*—The Company may at any time by special resolution consolidate or subdivide its shares, or a portion thereof; or cancel any of its shares which have not been taken up or agreed to be taken up by any person.

**DIFFERENT CLASSES OF SHARES.**

10. *Preference and deferred shares, &c.*—Any shares that may from time to time be issued or created may be issued or created with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or with such deferred rights as compared with any shares previously issued, or

then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right, of voting, and generally on such terms as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, or any other General Meeting of the Company, may from time to time by special resolution determine.

#### PREMIUM ON SHARES.

11. The General Meeting of the Company authorizing an issue of shares, or resolving on the creation of new shares, may direct that there shall be added to such shares such an amount of premium as such meeting shall consider proper.

#### CALLS AND INSTALMENTS.

12. *Differences as regards calls.*—The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

#### ORIGINAL SHARES.

14. *Original issue.*—Of the original issue of twenty-one thousand shares, a portion shall be issued to the Vendors of the said leasehold property known as Bandar, in payment of the purchase price payable to them. The remainder shall be issued at the discretion of the Directors, and either at one time, or from time to time, as they think advisable. And the Directors may make arrangements on the issue of such shares, or thereafter, 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; and may make calls on all the part paid shares of any such issue, or on such proportion of them as they think proper.

15. *Further issues.*—The Company may from time to time, and until the whole of the Capital of the Company is called up, authorize a fresh issue of shares, on such terms and conditions as the General Meeting authorizing such issue, or any other General Meeting of the Company, shall direct, and if no such direction shall be given, as the Directors shall determine.

#### NEW SHARES.

16. *Terms and conditions.*—New shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction shall be given, as the Directors shall determine.

#### ARRANGEMENTS ON ISSUE OF SHARES.

17. *Control of shares.*—Shares shall, except where otherwise provided, and subject to the provisions of Articles 14 and 18, be allotted at the discretion of and by the Directors, who shall add to such shares such an amount of premium (if any) as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, shall have directed, or as the Company may by special resolution determine.

18. *Shares to be offered to Shareholders.*—Subject to any direction to the contrary that may be given by the Company in General Meeting, or any provision to the contrary contained in these Articles, all shares being issued shall be offered by the Directors to the registered Shareholders for the time being of the Company, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such registered Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined. Such shares as shall be declined by the Shareholder, to whom the same shall have been offered, or as shall not be accepted by him within the time specified in that behalf by the Directors, shall after the expiration of such time be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided that the Directors may at their discretion (subject as aforesaid) allot any shares so being issued, or any portion of them, in payment for any estates or lands or other property being purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

#### SPECIAL PROVISIONS AS TO SHARES.

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

20. *Meetings affecting a particular class of shares.*—Any meeting for the purpose of the last preceding clause shall be convened, and conducted, in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no Shareholder not being a Director shall be entitled to notice thereof, or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any five Shareholders personally present and entitled to vote at the meeting.

#### GENERAL PROVISIONS AS TO SHARES.

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

22. *Payment.*—Payment for shares shall be made, except when otherwise provided, in such manner as the Directors shall from time to time determine and direct.

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

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

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

26. *One of joint-holders other than a firm may give receipts: only one of joint-holders entitled to vote.*—Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but only one of such joint Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise

those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from Ceylon, the first registered Shareholder then resident there shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

28. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 44.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 44 to become a Shareholder in respect of any share.

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

40. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 41, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

43. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately following each Ordinary General Meeting, including the First General Meeting; also at such other times as the Directors may decide, not exceeding seven days further in any one year.

#### TRANSMISSION OF SHARES.

44. *Title to shares of deceased holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

45. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any Committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, insolvency or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

46. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 45 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SHARES (SURRENDER AND FORFEITURE.)

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

48. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment 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 executor or administrator, or his trustee or assignee in insolvency, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum 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 49 hereof, shall be redeemable after sale or disposal.

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

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

55. *Proceeds how applied.*—The nett proceeds of any sale that takes place under the provisions of Articles 49 and 54 hereof shall be applied in or towards satisfaction of the debt, liability, or engagement that gave rise to the lien, and the residue (if any) shall be paid to such Shareholder or his representatives.

56. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by Article 54 has arisen and is exercisable by the Company under these presents shall be conclusive evidence of the facts therein stated.

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

#### CALLS.

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

58. *Calls when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors.

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

60. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether, or in part, any sum becoming payable for interest under this Article.

61. *Payment in anticipation of calls.*—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 money due upon the shares held by him beyond the sum actually called up.

## BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power to procure at any time, and from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient, for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors, or other persons, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 10,000), over and above the amount of the Government loan.

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

63. *Security of loans.*—The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in the last Article, and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

## MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

76. *Chairman of Directors, or a Director, to be Chairman of General Meeting; in case of his absence or refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

77. *Business confined to election of Chairman whilst Chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

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

#### VOTING AT MEETINGS.

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

81. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner, and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

82. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by three Shareholders present in person (and not by proxy or by attorney) at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

83. *No poll on election of Chairman or on question of adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting, or on any question of adjournment.

84. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person, or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every one share held by him up to ten. He shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

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

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

87. *Non-Shareholder not to be appointed proxy.*—No person shall be appointed a proxy who is not a Shareholder of the Company; but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

88. *Shareholder in arrear or not registered one month previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or insolvent, or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least one month previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be sealed with the common seal of such corporation.

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

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

#### *The Good Hope (Selangor) Rubber Company, Limited.*

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

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

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

94. *Number of Directors.*—The number of Directors shall never be less than three or more than six.

95. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000); and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Four thousand Rupees (Rs. 4,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall

## DIRECTORS.

not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be Montague Kelway Bamber of Peradeniya, Ceylon, Guy Bohun de Mowbray of Moray, Maskeliya, Ceylon, Cuthbert Henly of Klang, Federated Malay States, and Charles Gregory Ryan of Talawakelle, Ceylon, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

97. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time, and on such terms, as the Directors may determine or fix by agreement with the person or persons appointed to the office, and the Directors may from time to time revoke such appointment, and appoint another or others Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Agents, or Superintendent 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.

98. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. The General Meeting may also fill up any other vacancies occurring amongst the Directors.

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

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

101. *To retire annually.*—At the Second Ordinary General Meeting, and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in Article 102.

102. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third Ordinary General 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.

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

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

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

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

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

108. *When office of Director to be vacated.*—The office of Director shall be vacated—

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

But the above rule shall be subject to the following exceptions:—

*Exceptions.*—No Director shall vacate his office by reason of his being a member of any corporation, Company or firm which has entered into any contract with, or done any work for, the Company of which he is a Director; or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company. Nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

111. *No contribution to be required from Directors beyond amount, if any, unpaid on their shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

## POWERS OF DIRECTORS.

112. *Management and expenses.*—The business of the Company shall be managed by the Directors either by themselves, or through a Managing Director, and with the assistance of an agent or agents, secretary or secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the

Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary, as otherwise, paid or incurred in and about the formation, incorporation and registration of the Company and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said leasehold property known as Bandar, situate in Kuala Langat, Federated Malay States aforementioned, and of any other lands, estates, or property, or any share or shares thereof, or interest therein, that the Company may hereafter purchase, lease, or acquire, and in and about the opening, clearing, planting, cultivation, and development thereof, and otherwise in or about the working and business of the Company.

113. *Working arrangements.*—The Directors shall have power to make, and may make, such rules or regulations for the management of the business of the Company, in such manner as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, visiting agents, superintendents, inspectors, assistants, clerks, 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 enter into agreements in connection therewith, and from time to time determine the duties of all persons so appointed; and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend any or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, or servants of the Company, for such reason as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

- (1) To take such steps as they think fit to carry into effect the purchase and acquisition of the said leasehold property known as Bandar, situate in Kuala Langat, Selangor, Federated Malay States aforementioned, subject to the terms and conditions contained in any grants, transfers or other instruments affecting the several portions of such allotments, or any modifications thereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands made by or against, the Company.
- (3) To refer any claim or demand made by or against the Company to arbitration, and observe and perform or enforce the award.
- (4) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (5) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (6) To invest any of the moneys of the Company, which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (7) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad; and to appoint any persons to be members of such local board, or any managers or agents abroad, and to fix their remuneration.
- (8) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or to 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 to fix the remuneration of, and at any time to remove, such Director or other person or Company, and to annul or vary any such delegation.

The Directors shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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



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

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

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

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

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

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

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

#### MINUTES.

127. *Minutes of proceedings of the Company and of the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet*:—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors, and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors; and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.

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

#### COMPANY'S SEAL.

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

#### ACCOUNTS.

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

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

132. *Statement of accounts and balance sheet to be furnished to General Meetings.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account of the preceding year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

133. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount if any which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

134. *Copy of balance sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

135. *Division of Profits.*—Subject to the rights of Shareholders entitled to shares issued upon special conditions, the profits of the Company shall be divisible among the Shareholders in proportion to the amount paid up on the shares held by them respectively. Provided, nevertheless, that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

## DIVIDENDS, BONUS, AND RESERVE FUND.

136. *Declaration of dividend.*—The Company in General Meeting may from time to time declare a dividend to be paid, and (or) pay a bonus, to the Shareholders according to their rights and interests in the profits, but no dividend shall be payable except out of nett profits.

137. *Interim dividend.*—The Directors may from time to time pay to the Shareholders such interim dividend as in their judgment the position of the Company justifies.

138. *Reserve fund.*—Previously to the Directors recommending any dividend, they may set aside, out of the profits of the Company, such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they shall think fit, or place the same in fixed deposit in any bank or banks.

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

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

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

142. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

143. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest, or dividends, or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest, or dividends, or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

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

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

## AUDIT.

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

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

148. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditors of the Company and fix their remuneration; and all subsequent Auditors except as 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 of the Company in the following year, or until otherwise ordered by a General Meeting.

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

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

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

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

153. *Company's accounts to be 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.

154. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

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

156. *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.

*Service of notices.*—A notice may be served by the Company upon any Shareholder either personally, or by sending it through the post, in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless and until his executors or administrators shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries of the Company, their own or some other address in Ceylon.

157. *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.

158. *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 the 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.

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

## ARBITRATION.

160. *Directors may refer disputes to arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or persons, the same may be referred by the Directors to arbitration.

## EVIDENCE.

161. *Evidence in action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder, or his representatives, to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was when the claim arose, on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

## PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, Robert Holme Sumner Scott and Alexander Craib at Hatton this 4th day of March, 1910; Charles Gregory Ryan and John Percival Blackmore at Talawakelle this 5th day of March, 1910; Forbes Griffith Saunder and Robert Webster at Nuwara Eliya this 5th day of March, 1910; and Guy Bohun de Mowbray at Hatton this 6th day of March, 1910.

R. H. S. SCOTT.

A. CRAIB.

CHARLES RYAN.

J. P. BLACKMORE.

F. G. SAUNDER.

ROBERT WEBSTER.

Witness to the above signatures :

F. LIESCHING,

Proctor, Supreme Court.

G. B. DE MOWBRAY.

Witness to the signature of Guy Bohun de Mowbray :

F. LIESCHING,

Proctor, Supreme Court.

**M**R. MAURICE TRENT FINLAY having retired from our firm, notice is hereby given that the following powers of attorney granted in connection with the business of the said firm are, as regards the said M. T. Finlay, cancelled from this date:—

1. Power of attorney dated June 4, 1894, from Archibald Forsyth to the said Maurice Trent Finlay.
2. Power of attorney dated October 5, 1894, from Edward Toby Delmege to the said Maurice Trent Finlay.
3. Power of attorney dated February 18, 1896, from the said Maurice Trent Finlay to Charles Sydney Vane Morrison.
4. Power of attorney dated March 3, 1896, from the said Maurice Trent Finlay to Archibald Forsyth.
5. Power of attorney dated June 7, 1907, from the said Maurice Trent Finlay to the said Charles Sydney Vane Morrison.
6. Power of attorney dated June 7, 1907, from the said Charles Sydney Vane Morrison to the said Maurice Trent Finlay.

DELMEGE, FORSYTH &amp; Co.

March 19, 1910.

**N**OTICE is hereby given that the partnership heretofore subsisting between Edward Toby Delmege, Archibald Forsyth, Maurice Trent Finlay, and Charles Sydney Vane Morrison, carrying on

business at Colombo, in Ceylon, under the style and form of Delmege, Forsyth and Company, has been dissolved by mutual consent, as far as regards the above-named Maurice Trent Finlay, as from December 31, 1909.

DELMEGE, FORSYTH &amp; Co.

March 19, 1910.

The Doolgalla (Ceylon) Rubber Company,  
Limited.

**N**OTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Doolgalla (Ceylon) Rubber Company, Limited, will be held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, at 12 o'clock on Tuesday April 5, 1910, to confirm the following special resolution passed at the Extraordinary General Meeting of Shareholders held on the 21st instant:—

That the Company be liquidated voluntarily.

Notice is hereby given that on and after the 5th proximo, the date of the confirmatory meeting, the transfer register of the Company will be permanently closed.

AITKEN, SPENCE & Co.,  
Agents and Secretaries.

Colombo, March 22, 1910.

**The Periyar Rubber Company, Limited.**

**NOTICE** is hereby given that the Fifth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Monday, April 4, 1910, at 12 noon.

*Business.*

1. To receive the Directors' report and accounts for the year ended December 31, 1909.
2. To elect a Director.
3. To appoint an Auditor for the current year, and for such other business as may be brought before the Meeting.

(The transfer books of the Company will be closed from March 25 to April 4, 1910.)

By order of the Directors,

CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, March 23, 1910.

**The Periyar Rubber Company, Limited.**

**NOTICE** is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the offices of the Company, Ambewatte House, Slave Island, Colombo, on Monday, April 4, 1910, at 12.30 P.M., to consider the question of converting the Company into a sterling concern.

By order of the Directors,

CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, March 21, 1910.

**The Periyar Rubber Company, Limited.**

**NOTICE** is hereby given that an Extraordinary General Meeting of the above Company adjourned from March 5, 1910, will be held at the registered office of the Company, Ambewatte House, 25, Vauxhall street, Slave Island, Colombo, on Wednesday, April 6, 1910, at 12 noon, for the purpose of considering, and, if thought fit, of confirming as special resolutions the following resolutions which were passed at the Extraordinary General Meeting held on February 12, 1910, viz. :—

1. (a) That each of the existing Rs. 100 shares in the Company's Capital be subdivided into ten shares of Rs. 10 each.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered so that the shares representing that now numbered 1 be respectively re-numbered 4,701 to 4,710, and those representing that now numbered 2 be respectively re-numbered 4,711 to 4,720, and so on.

2. That the Articles of Association be altered in manner following :—

(a) That in lieu of Article 77 the following Article shall be substituted :—

"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 ten shares held by him up to one hundred shares; he shall have an additional vote for every one hundred shares held by him beyond the first one hundred shares up to one thousand shares, and an additional vote for every two hundred and fifty shares beyond the first one thousand shares.

When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

(b) "That the words from the beginning of Article 88 to the words 'future Directors' in line four of the said Article be deleted, and the following words substituted in lieu thereof: 'That the qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000), and upon which in the case of partly paid up shares all calls for the time being shall have been paid, and this qualification shall apply as well as to the present Directors as to all future Directors.'

(c) "That in Article 110 the words 'Special Resolution by' be inserted in the first line between the word 'by' and the word 'the.'"

By order of the Board,

CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, March 22, 1910.

**The Colombo Assembly Rooms Company, Limited.**

**NOTICE** is hereby given that the Annual General Meeting of the Shareholders of this Company will be held at No. 11, Queen street, Fort, Colombo, on Saturday, April 2, 1910, at 12 noon.

*Business.*

- (1) To receive the report of the Directors and the statement of accounts to December 31, 1909;
- (2) To declare a dividend; and
- (3) To transact any other business that may be duly brought before the Meeting.

(The transfer books of the Company will be closed from March 21 to April 2, 1910, inclusive.)

By order,

W. SUTHERLAND ROSS,  
Colombo, March 21, 1910. Secretary

**The Colombo Public Hall Company, Limited.**

**NOTICE** is hereby given that the Twentieth Annual General Meeting of the Shareholders of this Company will be held at No. 11, Queen street, Fort, Colombo, on Saturday, April 9, 1910, at 12 noon.

*Business.*

- (1) To receive the report of the Directors and the statement of accounts to December 31, 1909;
- (2) To declare a dividend; and
- (3) To transact any other business that may be duly brought before the Meeting.

(The transfer books of the Company will be closed from March 27 to April 9, 1910, inclusive.)

By order,

W. SUTHERLAND ROSS,  
Colombo, March 21, 1910. Secretary

**The Goleonda Estate Rubber Company, Limited  
(in Liquidation).**

**NOTICE** is hereby given in pursuance of section 107 of "The Joint Stock Companies Ordinance, 1861," that a General Meeting of the Shareholders of the Company will be held at Baker's Farm, Nuwara Eliya, on Monday, April 25, 1910, at 10 A.M. for the purpose of considering the Liquidator's account showing the manner in which the winding up of the

Company has been conducted, and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator, and also of passing a resolution determining the manner in which the books, accounts, and documents of the Company and of the Liquidator thereof shall be disposed of.

F. J. & G. DE SARAM,  
Proctors for Liquidator.

Colombo, March 23, 1910.

**The Udapolla Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the Company will be held at the Registered Office of the Company, No. 18, Upper Chatham street, Colombo, on Tuesday, April 5, 1910, at 12 noon.

*Business.*

To confirm the following special resolutions passed at the Extraordinary General Meeting of March 19, 1910, viz. :—

1. (a) That each of the 2,040 fully paid shares of Rs. 100 in Capital of the Company be subdivided into 10 fully paid shares of Rs. 10 each.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered, so that the shares representing those now numbered 1 to 2,040 be re-numbered 2,041 to 22,440.

2. That the Articles of Association be altered in the following manner :—

(a) In Article 5 of the Memorandum the words "Rupees one hundred" be deleted, and the words "Rupees ten" be substituted.

(b) In lieu of Article No. 59 the following Article shall be substituted :—

"The seal of the Company shall not be affixed to any instrument except in the presence of one Director and Secretary for the time being, who shall attest the sealing thereof."

(c) In Article 83 the words "Made up to a date not more than three months before such meeting" shall be deleted.

By order of the Directors,

GORDON FRAZER & Co.,  
Agents and Secretaries.

Colombo, March 23, 1910.

**The Moneragala Rubber Company, Limited.**

NOTICE is hereby given that the Fifth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, No. 18, Upper Chatham street, Colombo, on Tuesday, April 5, 1910, at 3 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ending December 31, 1909.
2. To elect a Director.
3. To elect an Auditor.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co.,  
Agents and Secretaries.

Colombo, March 22, 1910.

**The Elpitiya Rubber Company of Ceylon, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at No. 14, Queen street, Colombo, the registered office of the Company, on April 2, 1910, at 12 noon for the following purposes :—

To consider an offer which has been made for the purchase of the Igalkande estate at the price of £33,000 sterling, and, if thought fit, to authorize the Directors to sell the said estate at the said price of £33,000 sterling, or at such other price, and upon such terms and conditions, as may be decided at the meeting.

By order of the Directors,

GEORGE STEUART & Co.,  
Agents and Secretaries.

Colombo, March 23, 1910.

**The Upper Maskeliya Estates Company, Limited.**

NOTICE is hereby given that the Extraordinary General Meeting of the above Company advertised for Friday, March 18, 1910, and postponed for want of a quorum, will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, April 12, 1910, at 12.30 P.M., for the following purpose :—

To consider, and, if thought fit, to confirm the special resolutions passed at the Extraordinary General Meeting held on March 2, 1910, relating to subdivision of shares and various alterations in the Articles of Association of the Company.

By order of the Directors,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, March 22, 1910.

**Auction Sale of House Property at Kotahena.**

In the District Court of Colombo.

John Cornelius Jayasinghe of Kotahena..Plaintiff.

No. 28,463. Vs.

Suriya Aratchige Joseph Perera of  
Kotahena .....Defendant.

BY virtue of the decree entered in the above action, and in terms of the directions therein contained, I shall offer for sale by public auction at the spot at 12 noon on Saturday, April 16, 1910 :—

All that part of the garden bearing assessment No. 135, together with the buildings standing thereon, situate at Kotahena street in Colombo, containing in extent 27·70/100 square perches, declared specially bound and executable for the recovery of the sum of Rs. 5,512·50, with further interest from January 29, 1909, and costs of suit, and ordered by the said decree to be sold by me.

For inspection of title deeds and further particulars apply to E. G. Jayewardene, Esq., Proctor, Supreme court, Colombo, or to—

C. E. KARUNARATNA,  
Auctioneer.

6, Hulftsdorp,  
Colombo, March 15, 1910.

I, JOHN PERERA JAYAWARDENA of Karagampitiya, in the Palle pattu of Salpiti korale, 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 Badulla.

J. P. JAYAWARDENA.  
Karagampitiya, March 16, 1910.

I, RICHARD JACOB RUPASINGHE of Telangapatha, in the Ragam pattu of Alutkuru Korale South, 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 English language in the District of Kalutara.

R. J. RUPASINGHE.  
Telangapatha, March 15, 1910.

I, DENAWAKAGE DON WILLIAM of Koratota, in the Palle pattu of Hewagam korale, in the District of Colombo, presently of Wellampitiya in Ambatalenpahala, division of the Alutkuru Korale South, in the District of Colombo, 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 at Kehelhenawa in Munwattebage pattu of Rayigam korale in the District of Kalutara.

D. D. WILLIAM.  
Wellampitiya, March 16, 1910.

I, DON AARON GUNESSEKARA of Bellantara, in the Palle pattu of Salpiti korale, in the District of Colombo, do hereby give notice, in terms of section 6 of Ordinance No. 1 of 1907, of my intention, three months hence, to apply to the Registrar-General to be admitted and enrolled a Notary Public for the District of Kalutara to practise in the Sinhalese language.

D. A. GUNESSEKARA.  
Bellantara, March 12, 1910.

I, ALEXANDER FRANCIS MOLAMURE, (junior) of Ratnapura, and presently of Barnes place, Colombo, do hereby give notice that, six weeks hence, I shall apply to their Lordships the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said court.

A. F. MOLAMURE.  
March 23, 1910.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office on Saturday, February 12, 1910.

The Council met this day at 2 P.M., pursuant to notice dated February 7 and 8, 1910, respectively.

Present: Mr. W. E. Thorpe, Chairman; Mr. D. G. Goonewardena; Dr. E. Lodovici; Mr. F. E. Abeysondera; Mr. M. Makan Markar; Mr. H. F. Tomalin; Mr. A. C. Hayley; Mr. F. Perera; Dr. J. H. Ebell; and Mr. D. W. Subasinha.

The Minutes of the Meeting held on January 15, 1910, were read and confirmed.

1. Pursuant to notice, Mr. D. W. Subasinha asked—(1) Is it not necessary to have a reservation of forest outside the catchment area at Hiare to secure a good rainfall? (2) If necessary, what will be a sufficient reservation, and has such a reservation been secured?

The Chairman replied that it was absolutely necessary to provide a forest reservation for the catchment area of the Hiare reservoir. The reservation was being defended against squatters by the Kachcheri, but its extent had not yet been decided on.

Thereupon Mr. Subasinha, with the leave of Council, withdrew the second part of his question, and gave notice that he would put the same at the next Meeting of Council.

2. Pursuant to notice, Mr. D. W. Subasinha moved that the green near the new gate adjoining the ramparts (on the right-hand side of the new gate as one goes out) be raised and utilized as a play ground by diverting the drain now passing through the middle of it.

The motion was amended with the leave of Council to the effect that an estimate of the cost and a report as to the possibility of the proposal be called for.

Mr. D. G. Goonewardena seconded.—Carried.

3. Report of Special Committee re-appointed on January 15, 1910, to report on the draft Ordinance to amend and consolidate the law relating to Municipal Councils.

(1) Resolved—That the report be adopted and forwarded to Government for favourable consideration; (2) that the Council recommends the change of the financial year, so that it will be similar to the dates adopted by Government, and for this purpose is of opinion that the months specified in sections 107, 108, 109, 113, &c., be amended accordingly; (3) that the Special Committee be thanked for their report.

4. Letter No. 71, dated February 7, 1910, from the Provincial Engineer, with tracing of plan of water service pipes in connection with the new Water Supply Scheme.

Dr. Ludovici moved that the matter be referred to the Works Committee for report, and that the plan, &c., be circulated to the Members of Council.

Mr. F. Perera seconded.—Carried.

5. Papers with estimates for raising the low-lying strip of the esplanade bordering the Keppu-ela and the low-lying places in the Victoria park and for re-building the wall along the Keppu-ela between the foot-bridge and the bridge along the Colombo road.

Mr. A. C. Hayley moved that the Council do spend a sum of Rs. 1,000 in raising the land alongside the canal and portions in the Victoria park and also surrounding the ramparts or alternatively, that tenders be invited for the work, and that the Superintendent of Minor Roads be kindly requested to assist the Superintendent of Works.

Mr. H. F. Tomalin seconded on the understanding that the Superintendent of Works should first supply detailed plans of the work to be undertaken. The matter having been discussed at some length, the motion was put to the Meeting, and on a show of hands was declared lost.

As it was evident, however, that the Council considered that something ought to be done towards filling up the crab-holes on the land on each side of the canal, the Chairman then moved that a sum of Rs. 40 a month for six months be paid over to the Honorary Secretary of the Golf Club if the Golf Club is willing to undertake the expenditure for the purpose of filling in the low-lying land, as is done at present by the Golf Club, to exterminate the crabs in the locality complained of.—Mr. D. G. Goonewardena seconded.

The Chairman's motion was then put to the Meeting, and on a show of hands being taken was declared carried.

6. Chairman's memorandum dated February 2, 1910, re contributions to the Galle Friend-in-Need Society.

Resolved—That the Chairman's suggestion to ask Government to kindly loan Rs. 1,000 for the current year, to be repaid when the Municipal Councils, Amending Ordinance is passed, be approved.

7. Colonial Auditor's report dated December 31, 1909, re surprise inspection on December 14 last.

Resolved—That the Chairman's action be approved.

8. The following extracts from the Minutes of the Meetings of the Standing Committee on Municipal Works and Finance and Assessment of February 12, 1910, were brought before the Council:—

*Extracts from Minutes of Meeting of Standing Committee on Municipal Works of February 12, 1910.*

(8) Estimate for filling in swamp round the ramparts facing the esplanade, Rs. 460.—Referred to Council.

(9) The Chairman submitted the question of the necessity for the erection of a bridge over the Keppu-ela, to be used when the footbridge is under repairs, to be placed just above the present footbridge.

Resolved—That the Council be recommended to approve of an expenditure of about Rs. 150 from vote No. 76, "Upkeep of Bridges," for the erection of a temporary bridge as suggested by the Chairman.

*Extract from Minutes of Meeting Standing Committee on Finance and Assessment of February 12, 1910.*

(2) Estimate for filling in swamps round the ramparts facing the esplanade, Rs. 460.—Referred to Council.

(3) The Chairman submitted the question of the erection of a temporary bridge over the Keppu-ela, to be used when the footbridge is under repairs, to be placed just above the present footbridge.

Resolved—That the Council be recommended to approve of an expenditure of about Rs. 150 from vote No. 76, "Upkeep of Bridges," for the erection of a temporary bridge as suggested by the Chairman.

(5) Papers re Autolux lamp.

Resolved—That the Council be recommended to purchase an Autolux lamp to be erected as an experiment, if Messrs. E. B. Creasy & Co. will guarantee that it will last one year.

With reference to resolution 8 of the Standing Committee on Municipal Works and resolution 2 of the Stand Committee on Finance and Assessment of February 12, 1910, it was resolved that the matter be deferred for the next Meeting of Council to be considered with the estimate and report called for by resolution of Council No. 2 of February 12, 1910.

With reference to resolution 9 of the Standing Committee on Municipal Works and resolutions 3 and 5 of the Standing Committee on Finance and Assessment of February 12, 1910, it was resolved that the recommendations be and that they are hereby approved.

9. The following documents were laid on the table:—

- (1) Statement of Receipts and Disbursements to end of January, 1910.
- (2) Progress Report of Works to end of January, 1910.
- (3) Sanitary Officer's Report for the month of January, 1910.
- (4) Report of Inspector of Vehicles and Animals on Carriages plying for hire during January, 1910.
- (5) Diary of Sanitary Officer.
- (6) Diary of Manager, Health Department.

Confirmed:

C. M. LUSHINGTON,  
Chairman.

The Municipal Office,  
Galle, March 12, 1910.

Statement of Receipts and Disbursements on account of the Municipal Fund from  
January 1 to February 28, 1910.

REVENUE.

	Estimated Receipts to Revenue February 28, for 1910.		Estimated Receipts to Revenue February 28, for 1910.	
	Rs.	c.	Rs.	c.
Balance brought forward ..	—		43,785	15
<b>I.—TAXES.</b>				
1 Commutation under Road Ordinance ..	12,500	0	240	50
2 Taxes on vehicles and animals ..	8,000	0	5,751	75
3 Taxes on vehicles and animals—costs ..	40	0	—	—
4 Dog tax ..	700	0	29	0
<b>II.—ASSESSMENT ACCOUNT.</b>				
5 Lighting rate ..	5,300	0	873	76
6 Assessment rate ..	17,000	0	2,183	97
7 Water-rate ..	4,500	0	435	82
8 Lighting, assessment, and water-rate costs ..	500	0	112	33
<b>III.—LICENSES.</b>				
9 Stamp duty on carriages for hire ..	700	0	—	—
10 Stamp duty on hackeries for hire ..	400	0	—	—
11 Stamp duty on jinrickshas for hire ..	75	0	—	—
12 Stamp duty on carts for hire	900	0	—	—
13 Stamp duty on boats for hire ..	250	0	—	—
14 Stamp duty on firearms ..	25	0	—	—
15 Stamp duty on intoxicating liquors ..	2,500	0	—	—
16 Stamp duty on butchers' licenses ..	50	0	—	—
17 Stamp duty on licenses to slaughter cattle ..	5	0	—	—

	Estimated Revenue for 1910.		Receipts to February 28, 1910.	
	Rs.	c.	Rs.	c.
18 Stamp duty on Supreme Court proctors' certificates	300	0	—	—
19 Stamp duty on District Court proctors' certificates	450	0	—	—
20 Stamp duty on notaries' certificates	85	0	—	—
21 Stamp duty on licenses for arrack taverns	4,500	0	—	—
22 Licenses for sale of poisons	5	0	—	—
23 Licenses to auctioneers and brokers	260	0	160	0
24 Licenses to remove petroleum	100	0	51	0
25 Motor cars and drivers' licenses	125	0	162	50
26 Licenses for offensive and dangerous trades	150	0	12	0
IV.—FINES.				
27 Judicial fines	2,000	0	419	75
V.—TOLLS.				
28 Paradowawatta and Morawak korale roads	12,155	0	2,561	39
29 Gintota toll	6,875	0	572	99
VI.—SLAUGHTER-HOUSES.				
30 Slaughter-house fees	500	0	100	0
31 Pounding and feeding cattle and goats	700	0	146	97
32 Special licenses to slaughter cattle, goats, and pigs	30	0	1	0
VII.—HEALTH DEPARTMENT.				
33 Sale of disinfectants	25	0	2	60
34 Conservancy of dry-earth closets	6,550	0	863	4
VIII.—MARKETS.				
35 Fish market and auction shed	12,100	0	896	30
36 Meat market, bazaars	450	0	75	0
37 Green market, bazaars	2,124	0	354	0
38 Fruit market, bazaars	2,610	0	245	58
39 Refuse meat market, bazaars	126	0	21	0
40 Fort market	350	0	62	50
41 Dewatta market	151	0	14	20
42 Kaluwella market	150	0	26	25
43 Betel sheds	430	0	46	91
44 Private markets	400	0	141	0

	Estimated Revenue for 1910.		Receipts to February 28, 1910.	
	Rs.	c.	Rs.	c.
IX.—RENTS.				
45 Bathing and drinking wells, Talbot town	250	0	—	—
46 Room in pavilion	24	0	—	—
47 Pavilion	60	0	—	—
48 Encroachment—ticket of occupancy	1	0	1	0
49 Victoria park tennis court	55	0	8	25
50 Office verandah	12	0	2	0
51 Boutiques and verandahs of boutiques in meat market bazaars	166	0	—	—
52 Fruit trees	236	0	—	—
X.—MISCELLANEOUS.				
53 Sale of fare tables	70	0	38	25
54 Sale of enamelled numbered plates for carts	500	0	270	0
55 Metal tickets for dogs	175	0	6	0
56 Sale of building applications	10	0	2	32
57 Sale of manure	10	0	1	50
58 Sale of unserviceable articles	25	0	—	—
59 Sale of house rubbish	80	0	—	—
60 Interest	500	0	241	48
61 Fees for testing weights and measures	25	0	7	44
62 Fees for notice boards	45	0	10	0
63 Sundry receipts	250	0	72	31
64 Surplus account from sale of unclaimed stray cattle	20	0	11	46
65 Opium	20,500	0	1,687	50
66 Licenses to graze cattle	400	0	144	75
67 Fees for decorations, pandals, &c.	25	0	—	—
68 Government contribution for building new Segregation Camp and Infectious Diseases Hospital	5,000	0	—	—
XI.—CEMETERIES.				
69 Burial fees, &c.	300	0	52	50
Total	135,885	0	62,905	2
DEPOSIT ACCOUNT.				
Balance brought forward	—	—	11,502	8
Security	—	—	5,118	33
Police Court fines	—	—	251	75
Miscellaneous	—	—	1,157	46
Total	—	—	18,029	62
Grand Total	—	—	80,934	64

## EXPENDITURE.

	Estimated Expenditure for 1910.		Disbursements to February 28, 1910.	
	Rs.	c.	Rs.	c.
I.—NON-EFFECTIVE CHARGES.				
1 Pensions	1,339	23	223	33
2 Fee for audit of accounts	1,000	0	—	—
3 Maintenance of police	13,000	0	6,494	10
4 Interest and sinking fund on loan for waterworks	3,500	0	—	—
5 Interest and sinking fund on loan for sanitary improvements	2,225	0	—	—
II.—SALARIES AND EXPENSES OF DEPARTMENTS.				
6 Chairman	500	0	83	40

	Estimated Expenditure for 1910.		Disbursements to February 28, 1910.	
	Rs.	c.	Rs.	c.
III.—SECRETARIAT.				
<i>Personal Emoluments.</i>				
7 Salaries	9,388	0	1,456	31
8 Allowances	840	0	110	0
9 Commission to road tax collectors	1,500	0	—	—
10 Commission for assessing properties	20	0	—	—
11 Commission to lighting rate collectors	350	0	—	—
12 Commission to assessment rate collectors	1,050	0	—	—
13 Commission to water-rate collectors	275	0	—	—



	Estimated Expenditure for 1910.	Disburse- ments to February 28, 1910.		Estimated Expenditure for 1910.	Disburse- ments to February 28, 1910.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Other Charges.</i>					
14 Refunds ..	50 0	23 75			
15 Advertisements ..	250 0	5 0			
16 Printing ..	1,500 0	68 45			
17 Stationery ..	350 0	72 43			
18 Furniture ..	100 0	—			
19 Petty expenses ..	150 0	20 0			
20 House numbers ..	20 0	—			
21 Uniform for inspectors and others ..	250 0	—			
22 Miscellaneous ..	500 0	—			
23 Rent of Municipal Office ..	300 0	—			
IV.—VEHICLES AND ANIMALS DEPARTMENT.					
<i>Personal Emoluments.</i>					
24 Salaries ..	180 0	30 0			
25 Allowance ..	8 0	4 0			
26 Commission to vehicle and animal tax collectors ..	50 0	—			
27 Commission on fines to inspectors ..	125 0	13 12			
<i>Other Charges.</i>					
28 Badges, tin and enamelled plates, fare tables, tickets for dogs, tickets for graz- ing cattle, painting and numbering of carriages ..	1,000 0	12 29			
29 Seizure and destruction of dogs ..	500 0	5 59			
V.—JUDICIAL DEPARTMENT.					
<i>Personal Emoluments.</i>					
30 Salaries ..	1,000 0	83 40			
31 Allowance ..	60 0	10 0			
<i>Other Charges.</i>					
32 Costs in legal proceedings ..	50 0	—			
VI.—MARKETS.					
<i>Personal Emoluments.</i>					
33 Salaries ..	654 0	109 0			
<i>Other Charges.</i>					
34 Rent of Fort market ..	240 0	—			
VII.—SLAUGHTER-HOUSES.					
<i>Personal Emoluments.</i>					
35 Salaries ..	480 0	70 0			
<i>Other Charges.</i>					
36 Grass for cattle and goats ..	450 0	80 19			
VIII.—FIRE BRIGADE.					
<i>Personal Emoluments.</i>					
37 Salaries ..	360 0	—			
<i>Other Charges.</i>					
38 Repairs, &c., to fire engine	50 0	—			
IX.—TIME GUN.					
<i>Personal Emoluments.</i>					
39 Salaries ..	60 0	5 0			
<i>Other Charges.</i>					
40 Repairs, gunpowder, &c. ..	425 0	2 48			
X.—LIGHTING.					
<i>Other Charges.</i>					
41 Lighting Fort and suburbs	9,000 0	1,166 79			
XI.—CEMETERY.					
<i>Personal Emoluments.</i>					
42 Salaries ..	660 0	110 0			
<i>Other Charges.</i>					
43 Upkeep of cemetery, &c.	100 0	—			
XII.—SANITARY DEPARTMENT.					
<i>Personal Emoluments.</i>					
44 Salaries ..	5,664 0	944 0			
45 Allowances ..	1,000 0	170 0			
<i>Other Charges.</i>					
46 Prevention of infectious diseases ..	1,000 0	—			
47 Contingencies ..	100 0	17 5			
48 Analysis of water and food- stuffs ..	100 0	10 0			
49 Anti-mosquito brigade ..	1,000 0	433 61			
XIII.—SCAVENGING.					
<i>Personal Emoluments.</i>					
50 Salaries ..	2,484 0	383 38			
<i>Other Charges.</i>					
51 Contingencies ..	100 0	5 90			
52 Scavenging Fort (draught cattle, 4 pairs, and drivers)	2,700 0	300 0			
53 Scavenging suburbs ..	4,440 0	695 0			
XIV.—HEALTH DEPARTMENT.					
<i>Personal Emoluments.</i>					
54 Salaries ..	6,834 0	1,133 75			
55 Allowances ..	210 0	35 0			
56 Commission to latrine fees collector ..	325 0	—			
<i>Other Charges.</i>					
57 Buckets ..	1,000 0	—			
58 Disinfectants ..	1,000 0	—			
59 Coir dust and transport ..	294 0	38 0			
60 Coconut husks ..	144 0	24 0			
61 Digging trenches and con- struction of roads at night soil depôt ..	1,500 0	—			
62 Contingencies ..	200 0	36 70			
63 Draught cattle (7 pairs and drivers for carts) ..	3,150 0	525 0			
XV.—WATERWORKS.					
<i>Personal Emoluments.</i>					
64 Salaries ..	576 0	94 83			
65 Allowance ..	60 0	10 0			
<i>Other Charges.</i>					
66 Conservancy of Bikke reservoir ..	300 0	46 59			
67 Repairs, &c., to waterworks	200 0	2 75			
XVI.—PUBLIC WORKS DEPARTMENT.					
<i>Personal Emoluments.</i>					
68 Salaries ..	5,776 0	925 74			
69 Allowances ..	510 0	85 0			

	Estimated Expenditure for 1910.		Disbursements to February 28, 1910.			Estimated Expenditure for 1910.		Disbursements to February 28, 1910.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
<i>Public Works—Annually Recurrent.</i>									
70 Watering streets ..	500	0	48	96	88 Acquisition of land ..	5,000	0	—	—
71 Whitewashing markets ..	164	0	—	—	89 New carts (scavenging, night soil, and water) ..	750	0	—	—
72 Upkeep of town clock and tower ..	50	0	—	—	90 Extension of street lighting ..	1,000	0	—	—
73 Repairs to carts ..	500	0	122	0	91 New buildings, fence, roads, &c., Segregation Camp and Infectious Diseases Hospital, Dadalla ..	2,000	0	—	—
74 Tools ..	200	0	—	—	92 Extension of water supply to Segregation Camp and Infectious Diseases Hospital, Dadalla (1st instalment) ..	3,000	0	—	—
75 Upkeep of roads ..	12,000	0	823	57	93 New drains ..	3,000	0	—	—
76 Upkeep of bridges ..	600	0	24	89	94 New public latrines ..	—	—	—	—
77 Upkeep of Municipal buildings ..	1,250	0	—	—	95 New water supply scheme ..	—	—	14	37
78 Cleaning canals ..	1,000	0	0	90					
79 Upkeep of drainage, Fort ..	500	0	1	50	<b>Total ..</b>	<b>133,116</b>	<b>93</b>	<b>17,226</b>	<b>10</b>
80 Upkeep of drainage, suburbs ..	1,000	0	—	—	<b>DEPOSIT ACCOUNT.</b>				
81 Windmill ..	270	0	—	—	Security ..	—	—	1,630	0
82 Conservancy, Victoria park ..	100	0	—	—	Police Court fines ..	—	—	139	25
83 Repairs to buildings, &c., in the Segregation Camp and Infectious Diseases Hospital, Dadalla ..	500	0	—	—	Miscellaneous ..	—	—	4,473	29
84 Re-building bridge over Keppu-ela ..	650	70	—	—	<b>Total ..</b>	<b>—</b>	<b>—</b>	<b>6,242</b>	<b>54</b>
<i>Public Works Extraordinary.</i>									
85 Minor works ..	1,000	0	—	—	<b>Grand Total ..</b>	<b>—</b>	<b>—</b>	<b>23,468</b>	<b>64</b>
86 New works and buildings ..	1,000	0	—	—					
87 Keppu-ela retaining wall ..	2,500	0	15	0					

The Municipal Office,  
Galle, March 12, 1910.

D. M. MORRIBA,  
Secretary.

#### DEPOSIT ACCOUNT.

	Remaining on January 31, 1910.	Receipts during February, 1910.	Total.	Disbursements during February, 1910.	Remaining on February 28, 1910.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Security ..	6,017 50	4,998 33	11,015 83	825 0	10,190 83
Police Court fines ..	125 25	124 0	249 25	—	249 25
Miscellaneous ..	5,387 83	131 69	5,519 52	4,172 52	1,347 0
<b>Total ..</b>	<b>11,530 58</b>	<b>5,254 2</b>	<b>16,784 60</b>	<b>4,997 52</b>	<b>11,787 8</b>

#### BANK BALANCE ON FEBRUARY 28, 1910.

	Amount.
	Rs. c.
In fixed deposit, on account current revenue ..	40,000 0
Do. security of contractors, &c. ..	8,895 83
Current account ..	8,570 17
<b>Total in Mercantile Bank of India, Galle ..</b>	<b>57,466 0</b>

The Municipal Office,  
Galle, March 12, 1910.

D. M. MORRIBA,  
Secretary.

#### Progress Report of Works done brought up to February 28, 1910.

	Amount of Vote.	Expenditure in Feb., 1910.	Expenditure up to Feb., 1910.	Balance.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Upkeep of roads ..	12,000 0	658 13	1,466 70 <sup>a</sup>	10,533 30
Upkeep of bridges ..	600 0	—	24 89 <sup>b</sup>	575 11
Repairs to waterworks ..	200 0	19 75	22 50 <sup>c</sup>	177 50
Repairs to carts ..	500 0	15 0	137 0 <sup>d</sup>	363 0
Upkeep of Municipal buildings ..	1,250 0	—	45 89 <sup>e</sup>	1,204 11
Upkeep of drainage, Fort ..	500 0	12 23	13 73 <sup>f</sup>	486 27
Upkeep of drainage, suburbs ..	1,000 0	—	11 50 <sup>g</sup>	988 50
Keppu-ela retaining wall ..	2,500 0	108 57	123 57 <sup>h</sup>	2,376 43
Extension of street lighting ..	1,000 0	—	14 43 <sup>i</sup>	985 57

(a) Metalled 45 lines, gravelled 10 lines, cleared jungle and trimmed and reduced sides 551½ lines, cleared drains 529½ lines, procured 73 cubes of metal and cubes of gravel 38, patched with metal 15 squares, repaired culverts.

- (b) Repair of bridges.  
 (c) Repairs of water service post and cast brass mesh, &c.  
 (d) Repairs to nine scavenging carts and one water cart.  
 (e) Repairs to betel shed near Police Court, slaughter-house, and cost of na planks.  
 (f) Repair of drains.  
 (g) Repair of drains, fish market, Cross street, and Sea street.  
 (h) Building Keppu-ela retaining wall.  
 (i) Fixing lamps, &c.

The Municipal Office,  
 Galle, March 12, 1910.

D. M. MOREIRA,  
 Secretary.

The Health Officer's Report for the Month of February, 1910.

Scavenging was well attended to.

Drainage not satisfactory.

Alleys were kept clean.

Dairies were well kept.

Bakeries were kept in good order.

Markets were well kept.

Cattle 228 and goats 165 were passed during the month.

Slaughter-house and cattle shed were well kept.

Latrines were well kept.

General Health.—Two cases of dysentery and nine of chickenpox were reported during the month.

CHARLES E. DE SILVA, M.B., M.R.C.S., &c.,  
 Health Officer.

LIST of persons licensed during January and February, 1910, under Ordinance No. 15 of 1889, to practise as Auctioneers and Brokers:—

*Auctioneers and Brokers.*

1. E. H. de Fonseka
2. Gabriel Perera
3. Frederick James Hills
4. J. E. Fernando
5. D. P. Tampoe
6. C. E. Karunaratne
7. D. T. Weerasuria
8. Richard Daniel
9. Rienzie Guy Koelman
10. H. E. Guimaraens
11. H. B. Philips
12. R. John
13. L. O. Leefe
14. C. E. Haslop
15. Douglas Murray Hanna
16. John Thomas Muggeridge
17. William Somerville (Junior.)
18. Francis Bluett Jones
19. Wilton Bartleet
20. E. P. Nathaniel
21. Louis P. Van Heer
22. H. O. Beven
23. Louis Siedle

*Auctioneers.*

1. B. D. C. Jayasinghe
2. D. B. Gunaratne

The Municipal Office,  
 Colombo, March 18, 1910.

3. Maydis Peiris
4. P. J. Parsons
5. Arthur Boys
6. Spencer Francis Otley Lovell
7. Alfred George Gresham Hyde
8. G. Emanuel Dabera

*Brokers.*

1. C. M. Wickremasinghe
2. A. D. C. Perera
3. Samuelson A. Goonewardane
4. A. W. Attapattu
5. Walter William Ranasinghe
6. V. Wellupillai
7. C. L. Rodrigo Jayamane
8. S. A. Fernando
9. Suppramanian Thambyah
10. P. C. J. S. de Silva
11. Thomas Paul
12. H. Dinshaw
13. V. S. Perera
14. A. R. T. Joachim
15. A. D. Perera
16. M. N. Pillai
17. W. E. Gratien
18. Charles Thompson Young
19. Robert Gordon
20. John Balsillie Blanchard
21. Hector William James Dias
22. D. H. P. Abeywardene

R. R. DUNUWILLE,  
 Secretary.

THE under-mentioned goods having been left in 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 Friday, April 15, 1910, at 12 noon:—

Date.		Vessel.	From.	Marks.	Number and Description of Goods.
November 1909	1	ss. Nerbudda	Calcutta	K L	5 bags rice
November	5	ss. Nizam	do.	Nil	4 bags bones
November	8	ss. Leicestershire	Rangoon	D J	1 bag rice
November	10	ss. Nurani	Bombay	S T M in a triangle	
—	—	—	—	T. Corin at bottom	1 bag dhall
—	—	—	—	E G A	1 bag moong
—	—	—	—	D J	1 do.
—	—	—	—	Nil	1 do.
—	—	—	—	do.	1 bag chora
—	—	—	—	M S or M A	1 bag flour
November	12	ss. Purnea	Tuticorin	T V R upon 53	4 bags rice
November	16	ss. Wardha	Calcutta	S P S	2 do.
November	22	ss. Derbyshire	Rangoon	S & Co.	1 case
November	23	ss. Putiala	Tuticorin	E V upon Moris	1 bag gram

H. M. Customs,  
 Colombo, March 17, 1910.

F. J. SMITH,  
 for Principal Collector.

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

Vessels.	Date of Clearing	For what Port.	Coffee.	Tea.	Cacao.	Trunk Cinchona.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Ponnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Cole Rope.	Cole Yarn.	Cole Fibre.	Sapan wood.	Isral Fibre.	Deer Horns.
COLOMBO.																							
ss. Workman	1910.	London		735440	952		119570					686			965					320			
ss. Orsova	14-3	Australia		405924																			
ss. Vladimir	14-3	Vladivostok		980006																			
ss. Syria	14-3	London		430368	193		17900				2001	2500			13054		50			600			
ss. Ceylon Maru	15-3	Bombay	19	46452			11055		5908	2000		5600*								200			
ss. India	15-3	Trieste		530						22													
ss. Arcadia	15-3	London																					
ss. Mooltan	15-3	London		1350																			
ss. Nawab	16-3	Calcutta		720						122													
ss. Nizam	16-3	Calcutta		850											296								
ss. Retenfels	16-3	New York		569542								10000					14326						
ss. Kitano Maru	16-3	Japan	10	14183			61787		2000			997						113					
ss. Barbaigo	17-3	Trieste		10487													9023						
ss. Wildenfels	17-3	New York		606225					4008									322					
ss. Prinzess Alice	17-3	Yokohama		12260														971					
ss. Pangan	17-3	Bangkok		344																			
ss. Kleist	18-3	Yokohama		21510																			
ss. Derbyshire	18-3	London	21	981745	100		102345					280'0* 5376											
ss. Mishima Maru	18-3	London		213785	1439		114090			2993													
ss. Pingsney	18-3	London		422965	774																		
ss. Bombay Maru	19-3	Bombay		7724	694							5600*											
ss. York	19-3	Hamburg		1289																			
ss. Putjala	19-3	Tuticorin																					
ss. Palitana	19-3	Tuticorin																					
ss. Palitana	19-3	Tuticorin																					
ss. Wardha	19-3	Calcutta																					

\* Chips.

† And Chips 25587 lb.

(Continued over.)

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

COLOMBO:		TO GALLE:—	Bags.
From Calcutta	57,793	From Calcutta	2,596
Gopalpore	6,319	Southern India	3,712
Tuticorin	10,732		
Negapatam	384		
Karikal	850		
Madras	1		
False Point	3,236		
Puri	4,190		
Rangoon	17,166		
Karachi	645		
Penang	7,600		
Bombay	50		
Total	108,866	Total	6,308

H. M. Customs,  
Colombo, March 21, 1910.

W. H. JACKSON,  
Principal Collector.

THE under-mentioned package having been left in the bonded warehouse No. 2 beyond the time allowed by law, notice is hereby given that unless the same be previously cleared it will be sold by public auction on Saturday, April 16, 1910, at 12 noon:—

Entry No. and Date.	Vessel.	Marks.	No. of Packages.	Description of Goods.
605 of February 7, 1908	ss. Tamba Maru	M in a triangle upon 1260	1 case	Cigarettes

H. M. Customs,  
Colombo, March 22, 1910.

F. J. SMITH,  
for Principal Collector.

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

THE following specifications have been excepted:—

## No. 1,119 of February 4, 1910.

Harry Creasy.—"Improvements in or relating to the manufacture of artificial fuel."

*Abstract.*—This process relates to the manufacture of artificial fuel from liquid hydrocarbons, or carbonaceous material such as coal, peat, &c. The method consists of chlorinating the liquid hydrocarbons (using either chlorine gas or chloride of lime) and then adding a suitable proportion of quicklime or slaked lime and water. The whole mass is stirred and heated, with the result that a viscous mass is produced: this mass constitutes the "binding material."

A suitable quantity of this is placed in a heating and mixing vessel, and the desired proportion of coal dust or other carbonaceous material added; the mixture being then heated to a suitable temperature—320°F to 400°F: this may be effected by the use of superheated steam. The mass is subsequently made into briquettes: coal dust briquettes are best pressed cold, whilst for lignite better results are obtained by hot pressing.

Four claims: no drawings.

## No. 1,112 of March 15, 1910.

William George Fitzgerald.—"Improvements in and relating to Diving Bell and Dredging Apparatus for Submarine Work."

*Abstract.*—The apparatus consists of a diving bell and dredger, together with a third chamber arranged for carrying on submarine work continuously, and without hauling to the surface in order to change workmen.

The diving bell has a water-tight manhole in the roof, on to which another chamber can be lowered, being suitably guided so as to bring a water-tight manhole in its bottom exactly over that in the roof of the bell. A suitable jointing device is provided to make a water-tight connection between the bell and the chamber: workmen can then pass from the bell to the chamber and *vice versa* without interrupting the work, the chamber being hauled to the surface as required. A third chamber is provided which can be connected or disconnected to the second one, in which the divers can undergo compression or decompression at the surface, avoiding loss of time. Fixed and water ballast is provided, the latter capable of displacement by compressed air.

The dredging apparatus is divided into compartments, one of which can be kept at atmospheric pressure in which the operators work. The others can be put under ordinary or high pressure by means of suitable pipes and valves. The dredging is carried out by means of a bifurcated pipe provided with valves: the hydrostatic pressure forces water and other material up this and discharge on to perforated slanting plates arranged to retain valuable material. The water is removed by compressed air.

Twelve claims: six sheets of drawing.

A. F. JOSEPH,  
Acting Registrar of Patents.

## ROAD COMMITTEE NOTICES.

## Helle-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that in terms of section 15 of the Estate Roads Ordinance, No. 12 of 1902, a Meeting of the Local Committee for the above road will be held at the Pen-y-lan Pavilion on Saturday, April 2, 1910, at 9 A.M., for the purpose of electing a Chairman to act during the absence of Mr. Tringham.

WALTER R. TRINGHAM,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 17, 1910.

## Deniyaya-Hayes 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 from January, 1910, to June 30, 1911, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, 1886," will, on Friday, May 13, 1910, at 3 o'clock P.M., at their office in Galle, proceed to assess the under-mentioned estates to make up the private contributions:—

## DENIYAYA-HAYES ROAD.

(Estimate No. 182 of 1910.)

Government moiety .. Rs. 5,400.00  
Private contribution .. Rs. 5,481.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
D. M. Rajapaksa (D. M. Rajapaksa)	Deniyaya	135
1st and 2nd section, 2 miles.		
D. M. Rajapaksa, lessee (D. M. Rajapaksa)	Kekunahena	60
1st to 4th section, 4 miles.		
Anderson (George Stuart & Co.)	Handford	758
1st to 6th section, 6 miles.		
E. C. Anderson (E. C. Anderson)	Anningkanda	775
1st to 8th section, 8 miles.		
Lipton, Limited (Lipton, Limited)	Panilkanda	852
1st to 10½ section, 10½ miles.		
Union Estates Company, Limited (Whittall & Co.)	Hayes	1,206
Do. (do.)	Gongalla	574
Union Estates Company, Limited (lessees Whittall & Co.)	Longford	257
		4,617

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

C. M. LUSHINGTON,  
Chairman, Provincial Road Committee.

Provincial Road Committee's Office,  
Galle, March 16, 1910.

## Malwala Ferry-Wewelwatta Factory Estate Road.

NOTICE is hereby given that the Local Committee having estimated the cost of upkeep of the Malwala Ferry-Wewelwatta Factory Estate road at Rs. 14,600 during the year 1910, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of sections 19 and 24 of the Estates Road Ordinance, No. 12 of 1902, will on Saturday, April 16, 1910, at 2 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates, according to the under-mentioned sections into which the road is divided, to make up the amount above estimated:—

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

1st to 4th sections, 4 miles, Rs. 6,000.

Proprietors or Agents.	Estates	Acreage
N. D. P. Silva & Co.	Silvaland	1,017
The Consolidated Tea and Lands Company	Hapugastenne Group	3,732
Do.	Hopewell	325
Do.	Alupolla	230
Do.	Wewelwatta	250
Do.	Welwalamukulana	352
W. D. Holland and A. H. Allenby	Dikmukulana	165
		6,071

5th to 7th sections, 3 miles, Rs. 3,000.

The Consolidated Tea and Lands Company	Hapugastenne Group	3,732
Do.	Hopewell	325
Do.	Alupolla	230
Do.	Wewelwatta	250
Do.	Welwalamukulana	352
W. D. Holland and A. H. Allenby	Dikmukulana	165
		5,054

8th to 13th section, 6 miles, Rs. 5,600.

The Consolidated Tea and Lands Company	Hopewell	325
Do.	Alupolla	230
Do.	Wewelwatta	250
Do.	Welwalamukulana	352
W. D. Holland and A. H. Allenby	Dikmukulana	165
		1,322

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

A. L. CROSSMAN,  
for Chairman.

Provincial Road Committee's Office,  
Ratnapura, March 18, 1910.

## LOCAL BOARD NOTICES.

## SANITARY BOARD, PANADURE.

## Statement of Revenue and Expenditure of the Sanitary Board, Panadure, for the Year 1909.

REVENUE.			EXPENDITURE.		
	Amount.	Total.	Amount.	Total.	
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
<i>Taxes.</i>					
Assessment tax—arrears, 1908	412 19				
Assessment tax—first three quarters, 1909	1,327 14				
Dog tax	63 0	1,802 33			
<i>Licenses.</i>					
Refund of stamp duty—arrears, 1908	38 95				
Refund of stamp duty, 1909	1,207 45				
Opium rent	6,911 0				
Fees on other licenses	17 50	8,174 90			
<i>Fines.</i>					
Police Magistrate	152 50				
Fines on account stray cattle	11 50				
Other fines	2 0	166 0			
<i>Rents.</i>					
Rents of lands	57 67				
Rents of market	450 0	507 67			
<i>Sundries.</i>					
Slaughter-house fees	388 0				
Cemetery fees	224 50				
Conservancy charges	97 16				
Proceeds, sale of trees, &c.	96 70	806 36			
		11,457			
Balance on December 31, 1908		7,810 5			
<i>Establishment.</i>					
Pay of clerk	120 0				
Pay of supervisor, January to April, 1909	50 0				
Pay of Inspector, May to December, 1909	200 0	370 0			
<i>Revenue Services.</i>					
Commission to assessment tax collector	63 26				
Remuneration for collecting dog tax and destroying stray dogs	26 68	89 94			
<i>Office Contingencies.</i>					
Cost of stationery	—	40 13			
<i>Sanitary Charges.</i>					
Pay of scavenging coolies	360 0				
Pay of latrine coolies	275 0				
Scavenging contract, October to December, 1909	696 0				
Cost of an iron water cart and a bull	260 72				
Cost of an iron latrine cart	275 65				
Cost of feeding two bulls	151 60	2,018 97			
<i>Lighting.</i>					
Cost of lamps and posts, &c.	698 66				
Lighting contract	1,260 0				
Cost of lighting new lamps	234 74	2,193 40			
<i>Public Works.</i>					
Construction of a market	3,735 31				
Construction of a public latrine	750 58				
Construction of a hackery stand	560 0				
Repairing dog pound	28 44				
Upkeep of the cemetery and its road	152 86	5,227 19			
<i>Miscellaneous.</i>					
Uniform allowance to Inspector	35 0				
Stores and petty expenses	107 98				
Refund on account trees cut	21 0	163 98			
		10,103 61			
Balance on December 31, 1909		9,164 22			
Total	19,267 83		Total	19,267 83	

The Kachcheri,  
Kalutara, February 8, 1910.

G. F. PLANT,  
Chairman, Sanitary Board.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct. The revenue due has been duly collected, and the expenditure is in conformity with law and authority.

D. S. MACGREGOR,  
Colonial Auditor.

March 16, 1910.

## Statement showing the Arrears of Rates outstanding on account of the Sanitary Board, Panadura, for the Year 1909.

PARTICULARS.	Amount.	
	Rs.	c.
Assessment tax due for the 4th quarter ended December 31, 1909	440	38

The Kachcheri,  
Kalutara, February 8, 1910.

G. F. PLANT,  
Chairman, Sanitary Board.

## LOCAL BOARD OF NAWALAPITIYA.

## Statement of Revenue and Expenditure of the Local Board of Nawalapitiya for the Year 1909.

REVENUE.	Amount.	Total.	EXPENDITURE.	Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Taxes.</i>			Interest and sinking fund on loans .. ..	—	1,287 0
Property rates ..	1,051 11		<i>Cost of Administration.</i>		
Property rates—arrears ..	389 5		Secretary and Inspector ..	900 0	
Thoroughfares Ordinance collections ..	1,873 0		Cattle pound and slaughter-house cooly ..	150 0	
Water-rate ..	1,653 83		Peon ..	180 0	
Water-rate—arrears ..	389 5		Watcher ..	180 0	
Animals and vehicles ..	13 0		Cemetery-keeper and cooly ..	360 0	
Dogs ..	13 12		Caretaker, Infectious Diseases Hospital ..	63 0	
Government contribution in lieu of local rates ..	1,436 0	6,818 16	Contribution towards salary of clerk, Local Board, Kachcheri ..	144 0	
<i>Licenses.</i>			Stationery ..	53 27	
Refund of stamp duty ..	1,476 20		Printed forms ..	61 29	
Opium ..	1,925 75	3,401 95	Cost of audit ..	68 79	
<i>Rents.</i>			Remuneration to assessors ..	30 0	
Meat market rent ..	1,080 0		Commission to collectors ..	381 56	
Fish market rent ..	280 4		Tom-tom beaters ..	1 0	
Vegetable market rent ..	120 0		Allowance for writing out assessment notices and receipts ..	48 0	2,620 91
Cattle pound and slaughter-house fees ..	1,155 50		<i>Sanitation.</i>		
Cemetery fees ..	61 0		Scavenging ..	1,155 32	
Royalty on sand ..	5 10	2,701 64	Latrine conservancy ..	934 0	
<i>Fines.</i>			Disinfectants ..	51 57	2,140 89
Police Magistrate ..	—	94 75	<i>Lighting.</i>		
<i>Miscellaneous.</i>			Lamp lighter ..	137 50	
Hire of hearse ..	12 50		Value of oil, repairs, &c. ..	991 25	
Sundries ..	367 8		Purchase of lamps ..	176 69	1,305 44
Private water service ..	348 0	727 58	<i>Public Works.</i>		
		13,744 8	Tools and stores ..	19 10	
Balance on December 31, 1908 ..		7,120 48	Water supply ..	151 3	
			Buildings, upkeep of ..	15 48	
			Roads ..	391 0	
			Drains and culverts ..	2,310 0	
			Upkeep of cemetery ..	39 0	
			New buildings, earth to swamp ..	180 0	3,105 61
			<i>Miscellaneous.</i>		
			Postage ..	29 0	
			Advertisements ..	25 64	
			Unforeseen charges ..	69 81	124 45
					10,584 30
			Balance on December 31, 1909 ..		10,280 26
			Total ..		20,864 56
			Total ..		20,864 56

I, J. P. Lewis, do hereby swear that the above is to the best of my knowledge and belief a true and correct account of all moneys received and paid on account of the Local Board of Nawalapitiya during the year 1909, and that the balance is in the hands of the Hon. the Government Agent, Kandy.

Sworn to before me on the 21st March, 1910 :

E. SUETER,  
Justice of the Peace.

J. P. LEWIS,  
Chairman.

D. A. SAMUEL,  
Member.



## Statement of Assets and Liabilities of the Local Board, Nawalapitiya, for 1909.

ASSETS.		Amount.	Total.	LIABILITIES.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
<i>Taxes.</i>							
Property rate, arrears	..	436 58		Cost of administration	..	33 94	
Water-rate, arrears	..	685 0		Sanitation	..	206 38	
			1,121 58	Lighting	..	285 55	
<i>Licenses.</i>							
Refund of stamp duty	..	—	5 70	Police	..	10 0	
<i>Fines.</i>							
Police Magistrate	..	—	7 25	Public works	..	238 64	
				Miscellaneous	..	112 75	
							887 26
			1,134 53	Balance	..	10,527 53	
Balance on December 31, 1909	..		10,280 26				
				Total	..	11,414 79	
			Total .. 11,414 79				

I, J. P. Lewis, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of the assets and liabilities of the Local Board on December 31, 1909.

Sworn to before me on 21st March, 1910 :

E. SUETER,  
Justice of the Peace.

J. P. LEWIS, Chairman.  
D. A. SAMUEL, Member.

## Statement of Loans on account of Water and Drain Works, Local Board, Nawalapitiya, during the Year 1909.

Date borrowed.	For what Object.	Amount.	Amount repaid.	Balance.
		Rs. c.	Rs. c.	Rs. c.
February 10, 1899	Waterworks	13,400 0		
June 15, 1900	Drain works	10,000 0	10,464 24	12,935 76

I, J. P. Lewis, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of the Water and Drain Works Loans of the Local Board on December 31, 1909.

Sworn to before me on 21st March, 1910 :

E. SUETER, Justice of the Peace.

J. P. LEWIS, Chairman.  
D. A. SAMUEL, Member.

## LOCAL BOARD, HATTON-DIKOYA.

## Statement of Revenue and Expenditure of the Local Board of Hatton-Dikoya for 1909.

REVENUE.		Amount.	Total.	EXPENDITURE.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
<i>Licenses.</i>							
Opium	..	2,390 92		Interest and sinking fund upon loans	..	990 0	
Refund of stamp duty	..	2,693 26		Cost of administration	..	3,105 1	
			5,084 18	Sanitation	..	3,338 44	
<i>Fines.</i>							
Police Magistrate, &c.	..	—	29 0	Lighting	..	1,275 47	
<i>Rents.</i>							
Cemetery fees	..	22 0		Police	..	70 20	
Markets	..	1,813 0		Public works	..	4,856 46	
Slaughter-house fees	..	676 50		Miscellaneous	..	3,710 59	
			2,511 50				17,346 17
<i>Taxes.</i>							
Commutation	..	1,757 63		Balance, December 31, 1909	—	—	12,602 74
Assessment	..	4,353 20					
Vehicles and animals	..	176 0					
Dogs	..	55 0					
			6,341 83				
Miscellaneous	..	—	4,050 74				
			18,017 25				
Balance of 1908 brought forward	—		11,931 66				
			Total .. 29,948 91				Total .. 29,948 91

I, J. P. Lewis, Chairman, Local Board, Hatton-Dikoya, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of all moneys received and paid during the year 1909 on account of the Local Board of Hatton-Dikoya, and that the balance is in the hands of the Government Agent, Central Province, Kandy.

J. P. LEWIS, Chairman and Treasurer.  
T. C. VAN ROOYEN, Member.

Sworn before me at Kandy, this 17th day of March, 1910 :

C. VANDERWALL, Justice of the Peace.

## Statement of Assets and Liabilities of the Local Board, Hatton-Dikoya, for the Year 1909.

ASSETS.	Amount.		LIABILITIES.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1909	—	12,802 74	Lighting ..	—	275 9
<i>Taxes.</i>			Public works ..	—	75 0
Assessment ..	404	17	Balance ..		12,698 32
Vehicles and animals ..	41	50			
		445 67			
<b>Total ..</b>		<b>13,048 41</b>	<b>Total ..</b>		<b>13,048 41</b>

I, J. P. Lewis, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of the assets and liabilities of the Local Board on December 31, 1909.

J. P. LEWIS,  
Chairman.

Sworn to before me on 17th March, 1910 :

C. VANDERWALL,  
Justice of the Peace.

T. C. VAN ROOYEN,  
Member.

## Statement of Loan on Account Drainage and Markets during 1909.

RECEIPTS.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance of the Drainage Loan, Rs. 6,500 ..	2	67	Amount expended ..	—	3 78
Balance of the Market Loan, Rs. 11,500 ..	1	11			
		3 78			
<b>Total ..</b>		<b>3 78</b>	<b>Total ..</b>		<b>3 78</b>

I, J. P. Lewis, do hereby swear to the best of my knowledge and belief the above is a true and correct account of all moneys received and paid from the loans for drainage and market constructions during the year 1909, and that the balance is in the hands of the Government Agent, Central Province.

J. P. LEWIS,  
Chairman.

Sworn to before me this 17th March, 1910 :

C. VANDERWALL,  
Justice of the Peace.

T. C. VAN ROOYEN,  
Member.

## LOCAL BOARD, MATARA.

## Statement of Revenue and Expenditure of the Local Board of Matara for 1909.

REVENUE.					
	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	—	3,899 9	Ferry boat ..	83	0
<i>Taxes.</i>			Butchers' stalls ..	120	0
Property rates ..	3,435	52	Kacheheri garden ..	127	0
Thoroughfares Ordinance col- lections ..	4,030	50	Other ..	60	0
Other ..	507	75			3,048 36
		7,973 77	<i>Fines.</i>		
<i>Licenses.</i>			Police court... ..	212	75
Liquor ..	927	20	Other ..	38	50
Opium ..	8,483	11			251 25
Carts ..	1,181	80	<i>Miscellaneous.</i>		
Proctors and Notaries' ..	513	0	Slaughter-house fees ..	926	75
Other ..	68	0	Scavenging latrines ..	623	0
		11,173 11	Cemetery collections ..	270	50
<i>Rents.</i>			Other ..	2,526	38
Market ..	1,741	36			4,346 63
Boutique sites ..	667	50	<b>Total ..</b>		<b>30,692 21</b>
Grazing ..	249	50			

EXPENDITURE.						
			Amount.	Total.		
			Rs. c.	Rs. c.	Amount.	Total.
					Rs. c.	Rs. c.
Interest and sinking fund on loans .. .. .			—	—		
<i>Cost of Administration.</i>						
Establishment .. .. .	2,280	0				
Office contingencies .. .. .	225	43				
Cost of audit .. .. .	102	79				
Revenue services .. .. .	678	83				
			3,287	5		
Education (Town School Ordinance) .. .. .			—	—		
Sanitation .. .. .	—	—	5,683	41		
Lighting .. .. .	—	—	1,960	16		
Police charges .. .. .	—	—	95	16		
					19,968	18
					Balance .. .. .	11,324 3
					Total .. .. .	30,692 21

I, W. L. Kindersley, do hereby swear that the above is to the best of my knowledge and belief a true and correct account of all moneys received and paid on account of the Local Board, Matara, during the year 1909, and that the balance is in the hands of the Assistant Government Agent, Matara.

W. L. KINDERSLEY,  
Chairman.

Sworn to before me on the 18th day of March, 1910 :

T. R. E. LOFTUS,  
Justice of the Peace.

R. B. GOONERATNE,  
Member.

#### Statement of Assets and Liabilities of the Local Board of Matara on December 31, 1909.

ASSETS.			LIABILITIES.		
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Balance on December 31, 1909 .. .. .	—	11,324 3	Office contingencies .. .. .	12 0	
Taxes .. .. .	707 57		Revenue services .. .. .	47 50	
Miscellaneous .. .. .	70 0		Public works .. .. .	123 24	
		777 57			182 74
			Balance .. .. .	11,918 86	
Total .. .. .	12,101 60		Total .. .. .	12,101 60	

I, W. L. Kindersley, do hereby swear that to the best of my knowledge and belief the above is a true and correct statement of the assets and liabilities of the Local Board of Matara on December 31, 1909.

W. L. KINDERSLEY,  
Chairman.

Sworn to on the 18th day of March, 1910, before me :

T. R. E. LOFTUS,  
Justice of the Peace.

R. B. GOONERATNE,  
Member.

#### Statement of Probable Revenue and Expenditure of the Local Board of Matara for the Year 1910.

REVENUE.						
			Amount.	Total.		
			Rs. c.	Rs. c.	Amount.	Total.
					Rs. c.	Rs. c.
<i>Taxes.</i>						
Property rates .. .. .	2,750	0				
Thoroughfares collections .. .. .	3,700	0				
Other .. .. .	400	0				
			6,850	0		
<i>Licenses.</i>						
Liquor .. .. .	926	0				
Opium .. .. .	1,610	0				
Carts .. .. .	1,000	0				
Proctors' and Notaries' .. .. .	400	0				
Other .. .. .	40	0				
			3,976	0		
<i>Rents.</i>						
Market .. .. .	1,645	0				
Boutique sites .. .. .	670	0				
Grazing .. .. .	150	0				
Ferry boats .. .. .	54	0				
Butchers' stalls .. .. .	120	0				
					15,508	0
					Balance on December 31, 1909 .. .. .	11,324 3
					Total .. .. .	26,832 3

		EXPENDITURE			
	Amount.	Total.		Amount,	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Cost of Administration.</i>			<i>Sanitary charges</i> ..	—	6,755 0
Establishment ..	2,280 0		<i>Lighting</i> ..	—	3,210 0
Office contingencies ..	250 0		<i>Police charges</i> ..	—	130 0
<i>Cost of Audit.</i>			<i>Public works</i> ..	—	10,064 33
Balance for 1909..	Rs. 41.68		<i>Miscellaneous</i> ..	—	1,237 0
Estimated revenue			<i>Law expenses</i> ..	—	50 0
for 1910 ..	77.54				
				<b>Balance</b> ..	<b>24,595 55</b>
Revenue services ..	119 22				
	500 0	3,149 22		<b>Total</b> ..	<b>26,832 3</b>

Local Board Office,  
Matara, March 18, 1910.

W. L. KINDERSLEY,  
Chairman.

R. B. GOONERATNE,  
Member.

**N**OTICE is hereby given that rabies has broken out within the limits of the Local Board of Kegalla.

Local Board Office,  
Kegalla, March 22, 1910.

G. F. R. BROWNING,  
Chairman.