



Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF GULANEGODA PRODUCTS COMPANY, LIMITED.

1. The name of the Company is "GULANEGODA PRODUCTS COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire from Owen Bernard Wijeyesekera the estate called and known as Gulnegoda, situated in the Kalutara District, Western Province, of the Island of Ceylon, of the total extent of 349½ acres, more or less, or any portion or portions thereof at or for the price or sum of Four hundred thousand Rupees (Rs. 400,000), the consideration to be paid for the said estate or any portion or portions thereof as aforesaid to be payable in cash or in shares of the Company or partly in cash and partly in shares of the Company, such shares to be fully paid up or partly paid up and to be issued to the vendor and (or) his nominees or nominee.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon, India, or the Federated Malay States, or elsewhere, and any right of way, water rights, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or products of any kind in the Island of Ceylon, India, the Federated Malay States, or elsewhere.

- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the said Island of Ceylon, India, the Federated Malay States, or elsewhere all or any of the following businesses, that is to say, planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account, the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, or deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, India, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, India, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority, any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person or persons, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such Company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, in India, the Federated Malay States, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, or mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate or property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up), of any Company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Seven hundred thousand Rupees (Rs. 700,000), divided into Seventy thousand (70,000) shares of Rupees Ten (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
O. B. WIJESEKERA, Colombo	One
EDWARD C. SKRINE, Colombo.. .. .	One
ALEXANDER D. SKRINE, Colombo	One
RALPH H. SKRINE, Colombo	One
H. G. BOIS, Colombo	One
HERBERT BOIS, Colombo	One
W. HENRY FIGG, Colombo	One

Witness to the signatures of the above-named O. B. WIJESEKERA, EDWARD C. SKRINE, ALEXANDER D. SKRINE, RALPH H. SKRINE, H. G. BOIS, HERBERT BOIS, and W. HENRY FIGG at Colombo; this Second day of May, 1910.

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

ARTICLES OF ASSOCIATION OF GULANEGODA PRODUCTS COMPANY, LIMITED.

It is agreed/as follows :—

1. *Table C not to apply*; Company to be governed by these Articles.—The regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the regulations*.—The Company may, by special resolution, alter and make provisions instead of or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word "Company" means the "Gulanegoda Products Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861 to 1907," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution and extraordinary resolution.—"Special resolution" and "extraordinary resolution" have the meanings assigned thereto respectively by "the Ordinance."

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital*.—The nominal capital of the Company is Seven hundred thousand Rupees (Rs. 700,000), divided into Seventy thousand (70,000) shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Re. 1.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of shares.

share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the shares, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Re. 1 50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

SHARES (SURRENDER AND FORFEITURE).

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason or 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 share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

Forfeiture may be remitted.—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums so in default of payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

55. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

56. *Payments in anticipation of calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regard the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

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

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

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

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

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

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

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

Gulaneoda Products Company, Limited.

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than four; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding 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 his 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 One thousand five hundred Rupees (Rs. 1,500) annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Mr. Herbert Gordon Bois, Mr. Edward Charlie Skrine, and Mr. Owen Bernard Wijeyesekera, who shall hold office till the first ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

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

98. *Number of Directors have 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 reduce number is to go out of office.

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

105. The Directors shall have power to carry into effect the purchase and acquisition of the said Gulanegoda estate from the owner thereof.

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

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

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

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

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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 a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

111. The Directors shall carry on the business on the Company in such manner as they may think most expedient ; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting ; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained ; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or Company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

130. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

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

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

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

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

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

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

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

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

AUDIT.

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

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

141. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by General Meeting.

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

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

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

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

146. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

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

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

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

149. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 2nd day of May, 1910.

O. B. WIJAYESEKERA.
EDWARD C. SKRINE.
ALEXANDER D. SKRINE.
RALPH H. SKRINE.
H. G. BOIS.
HERBERT BOIS.
W. HENRY FIGG.

Witness to the signatures of the above-named O. B. WIJAYESEKERA, EDWARD C. SKRINE,
ALEXANDER D. SKRINE, RALPH H. SKRINE, H. G. BOIS, HERBERT BOIS, and
W. HENRY FIGG.

MEMORANDUM OF ASSOCIATION OF THE UPLANDS TEA ESTATES OF CEYLON, LIMITED.

1. The name of the Company is "THE UPLANDS TEA ESTATES OF CEYLON, 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, lease, take in exchange, hire, or otherwise acquire any estate or estates, 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, or 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.
 - (b) 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.
 - (c) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea 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 tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (d) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber 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.
 - (e) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (f) 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.
 - (g) To lease any factory or other buildings from any company or person.
 - (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (f) or (g), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
 - (i) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (j) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, 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.
 - (k) 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 tea, rubber, and other products, or any such business on behalf of the company, or as agents for others, and on commission or otherwise.
 - (l) 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.
 - (m) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, 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.
 - (n) 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.
 - (o) 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.
 - (p) 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.
 - (q) 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.
 - (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

- (s) 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.
- (t) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (u) 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.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) 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.
- (y) 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) 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 1) To pay for any lands and real or personal, immovable or movable estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 2) 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 3) 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 4) 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 clause (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 Ten million Rupees (Rs. 10,000,000), divided into One Million (1,000,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in accordance with 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.
E. R. WALDOCK, Colombo	One
STANLEY BOIS, Colombo	One
A. THOMSON (by his Attorney W. HENRY FIGG), Colombo	One
W. HENRY FIGG, Colombo	One
C. W. BOOTY, Colombo	One
R. F. S. HARDIE (by his Attorney W. A. JONES), Colombo	One
W. E. DRURY, Colombo	One

Witness to the above signatures at Colombo, this 22nd day of April, 1910:

V. A. JULIUS,
Proctor, Supreme Court, Colombo

ARTICLES OF ASSOCIATION OF THE UPLANDS TEA ESTATES OF CEYLON, 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. None of the funds of the Company shall be employed in the purchase of, or be lent on the shares of the Company.

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 Uplands Tea Estates of Ceylon, 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.

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Ten million Rupees (Rs. 10,000,000), divided into One million shares of Ten Rupees (Rs. 10) 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 and with such special preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an

intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the 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. Payment for shares shall be made in such manner as the Directors shall from time to time determine and 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 recognise (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 under the common seal of the Company, specifying the 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 on which the Company has any lien 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 or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

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 or Secretaries, 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 resolution 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 One Hundred 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 Secretaries 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 or 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 twenty-one 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 fourteen 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 objects 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 account 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 three 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, 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 Shareholder present in person or by proxy shall have one vote only. In case of a poll every Shareholder present in person or by proxy shall (except as provided for in the Article immediately following) have one vote for any number of shares held by him up to fifty shares; he shall have an additional vote for every fifty shares held by him beyond the first fifty shares up to three hundred shares; he shall have an additional vote for every hundred shares held by him beyond the first three hundred shares up to one thousand shares; and he shall have an additional vote for every two hundred and fifty shares held by him beyond the first one thousand shares. When voting on a resolution involving the sale of the Company's estates or any portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present and (or) represented by proxy shall be necessary to carry such resolution.

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.

80. No Shareholder shall be entitled to vote or speak 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 or speak.

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.

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 Uplands Tea Estates of Ceylon, 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) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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.

The qualification of a Director shall be his holding in his own right at least one hundred and 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 six 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 extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Edward Rosling, Henry Oswald Hoseason, Robert Farquhar Spottiswood Hardie, and William Henry Figg, 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 as 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 tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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 lease, purchase, or acquisition of any 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, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, and other 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 regulation had not been made.

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

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 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.

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 amalgamations, 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.

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

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

116. 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 Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

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.

AUDIT.

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.

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 the 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 purpose 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 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.

158. 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 effect or any part thereof shall be made by the Directors under the powers hereby 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 22nd day of April, 1910.

E. R. WALDOCK.

STANLEY BOIS.

A. THOMSON, by his Attorney W. HENRY FIGG.

W. HENRY FIGG.

C. W. BOOTY.

R. F. S. HARDIE, by his Attorney W. A. JONES.

W. E. DRURY.

Witnesses to the above signatures :

V. A. JULIUS, Proctor, Supreme Court, Colombo.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE HUNUWELLA (PELMADULLA) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE HUNUWELLA (PELMADULLA) 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—
 - (1) To purchase or otherwise acquire from Patrick Duncan Gourlay Clark of Nivitigala, Ratnapura, and Alexander John Ingram, of Pelmadulla, the estate called and known as Hunuwella, situated in the Ratnapura District, Province of Sabaragamuwa, of the Island of Ceylon, of the total extent of One thousand Four hundred and Seventy-nine (1,479) acres, more or less, at or for the price or sum of Eight hundred and Sixty-eight thousand Five hundred and Seventy-five Rupees (Rs. 868,575), the consideration to be paid for the said estate as aforesaid to be payable in cash or in shares of the Company or partly in cash or partly in shares of the Company, such shares to be fully paid up or partly paid up and to be issued to the vendor and (or) his nominees or nominee.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon, India, or the Federated Malay States, or elsewhere, and any right of way, water rights, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon, India, the Federated Malay States, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the said Island of Ceylon, India, the Federated Malay States, or elsewhere, all or any of the following businesses, that is to say, planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious, and other stones, or deposits or products, and generally to carry on the business of mining in all its branches.
 - 10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.

- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, India, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, India, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority, any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person or persons, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such Company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, in India, the Federated Malay States, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company or partly in one way and partly in another or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate or property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any Company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly another.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

(30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is One million Five hundred thousand Rupees (Rs. 1,500,000), divided into One hundred and Fifty thousand (150,000) shares of Rupees Ten (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. SHAKSPEARE (by his Attorney HERBERT C. BIBBY), Colombo	.. One
W. HENRY FIGG, Colombo	.. One
G. LIONEL COX, Colombo	.. One
HERBERT C. BIBBY, Colombo	.. One
F. J. DE SARAM, Colombo	.. One
LESLIE W. F. DE SARAM, Colombo	.. One
J. LOCHORE, Colombo	.. One

Witness to the signatures of the above-named W. SHAKSPEARE, W. HENRY FIGG, G. LIONEL COX, HERBERT C. BIBBY, F. J. DE SARAM, LESLIE W. F. DE SARAM, and J. LOCHORE, at Colombo, this Third day of May, 1910:

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

ARTICLES OF ASSOCIATION OF THE HUNUWELLA (PELMADULLA) RUBBER COMPANY, LIMITED.

It is agreed as follows:—

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

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

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

INTERPRETATION.

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

Company.—The word "Company" means "The Hunuwella (Pelmadulla) 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 to 1907," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution and extraordinary resolution.—"Special resolution" and "extraordinary resolution" have the meanings assigned thereto respectively by "the Ordinance."

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is One million Five hundred thousand Rupees (Rs. 1,500,000), divided into One hundred and Fifty thousand (150,000) shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Re. 1.50, or such sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Re. 1.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

SHARES. (SURRENDER AND FORFEITURE.)

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason or 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 share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

54. *Director 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 places appointed by the Directors, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call.

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

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

55. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

56. *Payments in anticipation of calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit all or any part of the amount of his shares beyond the sum actually called up.

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates or of erecting,

maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Two hundred and Fifty thousand Rupees (Rs. 250,000.) With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

64. *Seven day's 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 Shareholders shall not invalidate the proceedings at any General Meeting.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall, except as provided for in the Article immediately following, have one vote for every one share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him, but no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

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

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

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

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

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

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

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

The Hunuwella (Pelmadulla) Rubber Company, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding 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 his qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand five hundred Rupees (Rs. 2,500) annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Walter Shakespeare of Colombo, William Forsythe of Ireby, Norwood, George Lionel Cox of Colombo, Patrick Duncan Gourlay Clark of Nivitigalla, Ratnapura, and James Patrick Anderson of Glassel, Dehiowita, who shall hold office till the first ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

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

98. *Number of Directors have 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 number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

105. The Directors shall have power to carry into effect the purchase and acquisition of the said Hunuwella estate from the owner thereof.

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

107. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire.

at such price, and for such consideration, and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale, or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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 a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

111. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

117. *Board may appoint committees.*—The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any

such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

130. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

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

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

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

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

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

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

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

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

AUDIT.

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

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

141. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

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

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

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

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

146. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

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

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

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

149. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 3rd day of May, 1910.

W. SHAKSPEARE (by his Attorney HERBERT C. BIBBY).

W. HENRY FIGG.

G. LIONEL COX.

HERBERT C. BIBBY.

F. J. DE SARAM.

LESLIE W. F. DE SARAM.

J. LOCHORE.

Witness to the signatures of the above-named W. SHAKSPEARE,
W. HENRY FIGG, G. LIONEL COX, HERBERT C. BIBBY, F. J.
DE SARAM, LESLIE W. F. DE SARAM, and J. LOCHORE:

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

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF KANDY RUBBER AND TEA ESTATES, LIMITED.

1. The name of the Company is "KANDY RUBBER AND TEA ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase or otherwise acquire the rubber, tea, and cacao estates known as Ancoombra, Ugalla, and Maravilla estates, situated in Matale West District, in the Island of Ceylon.
 - (b) To purchase or lease or otherwise acquire any other estate or estates, land or lands, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable of any kind.
 - (c) To improve, plant, clear, cultivate, and develop the said estates and any other estates or lands that may be purchased, leased, or otherwise acquired, as rubber estates or with any other products or in any other ways, and to let, lease, and exchange or mortgage the same or any part thereof whether in consideration of money or securities for money, or shares, debentures, or securities in any other company, or for any other consideration, or otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (d) To purchase rubber and (or) other raw products for manufacture, manipulation, or sale.
 - (e) To manufacture rubber and (or) other raw products.
 - (f) To carry on the business of manufacturers, growers, planters, and exporters of rubber and other products in all their branches on behalf of the Company, or as agents for others, and on commission or otherwise.
 - (g) To plant, grow, and produce, buy, sell, trade, and deal in rubber and other plants, trees, and natural products of any kind or any of them.
 - (h) To borrow or receive on loan money for the above purposes or any of them, and for repayment of all or any of the money so borrowed, and the security thereof upon mortgage, debenture bonds, bills, bonds for cash credit, interest warrants, letters of credit, trust deeds or other deeds of security, promissory notes, bills of lading, or other negotiable instruments over all or any of the Company's property or assets, movable or immovable, real or personal, or on security of the subscribed capital of the Company called or not called or otherwise.
 - (i) To establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any part thereof.
 - (j) To acquire by purchase in money or in shares or 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.
 - (k) To unite, co-operate, amalgamate, or enter into partnership or any arrangements for sharing profits or 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 any of them, 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.
 - (l) To do all such other acts or things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees Six hundred thousand (Rs. 600,000), divided into Sixty thousand (60,000) shares of Rupees Ten (Rs. 10) each, with power to increase 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 to our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
HENRY F. G. WEBSTER, Lullote, Nuwara Eliya Witness: Chs. W. van Twest, Nuwara Eliya.	One
ROWLAND V. WEBSTER, Staples House, Colombo Witness: W. P. Conderlag, Colombo.	One
O. T. MACDERMOTT, Coolavin, De Saram Place, Colombo Witness: C. Weerasinghe, Colombo.	One
HAROLD G. GREENHILL, Cornwall House, Colombo Witness: E. L. Lucas, Colombo.	One
ERNEST MASTERS, Colombo Witness: Wm. T. Bogle, Colombo.	One
HECTOR VAN CUYLENBURG, Charsley House, Colombo Witness: Jno. James de Fry, Notary Public, Colombo.	One
WM. T. BOGLE, Cornwall House, Colombo Witness: J. L. Mellonius, Colombo.	One

Dated April 18/20, 1910.

Signed by the above-named ROWLAND V. WEBSTER, O. T. MACDERMOTT, HAROLD G. GREENHILL, ERNEST MASTERS, HECTOR VAN CUYLENBURG, WM. T. BOGLE, at Colombo, this Eighteenth day of April, 1910, and by HENRY F. G. WEBSTER at Nuwara Eliya on the Twentieth day of April, 1910:

VAN CUYLENBURG & DE FRY.

ARTICLES OF ASSOCIATION OF KANDY RUBBER AND TEA ESTATES, LIMITED.

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

2. The Company shall forthwith after its incorporation purchase or otherwise acquire the freehold of all that and those the estates and premises called Ancoombra, Ugalla, and Maravilla, situated in the District of Matale West, in the Island of Ceylon, for the sum of Four hundred and Fifty thousand Rupees (Rs. 450,000) which the vendor has agreed to take in fully paid up shares. Webster A. P. Factory shall be the Secretaries and Agents of the said Company for a period of twenty years from the date of its incorporation.

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

4. The Directors may from time to time make such calls upon the Shareholders in respect of all moneys unpaid on their shares as the Directors may think fit, and each Shareholder shall be liable to pay the amount of calls so made to the persons and at the time and place appointed by the Directors. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

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

6. If several persons are joint holders of any shares, any one of such persons may give effectual receipts for the dividend payable in respect of such shares.

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

8. If such certificate is used up, worn out, or lost, it may be renewed on payment of Fifty Cents (Rs. 0.50).

TRANSFER OF SHARES.

9. The Company may decline to register any transfer of shares made by a Shareholder who is indebted to them

10. The fee payable to the Company for the registration of a transfer shall be Rupees Two and Cents Fifty (Rs. 2.50).

11. The register of transfers shall be closed during the fourteen days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine. Provided, however, that it shall not be closed for more than thirty days in any year.

12. Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing. The Directors may decline to register any transfer whatever, and shall not be required to assign any reason for so declining.

TRANSMISSION OF SHARES.

13. The executors or administrators or heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his share.

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

15. Any person who has become entitled to a share in any way other than by transfer may, instead of being registered himself, elect to have some person to be named by him registered as a holder of such share.

16. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share.

17. The instrument of transfer shall be presented to the Company accompanied with such evidence as the Directors may require to prove the title of the transferor, and thereupon the Company shall register the transferee as a Shareholder. Provided always that the Directors shall have the right at all times to decline to register such person as aforesaid, and shall not be required to assign any reason for so declining.

FORFEITURE OF SHARES.

18. If any Shareholder fails to pay any call on the appointed day, the Company may at any time thereafter during such time as the call remains unpaid serve a notice on him requiring him to pay such call, together with any interest that may have accrued by reason of such non-payment.

19. The notice shall name a further day and a place or places (being a place or places at which calls of the Company are usually made payable) on and at which such call is to be paid. It shall also state that in the event of non-payment at the time and place appointed, the shares in respect of which such call was made will be liable to be forfeited.

20. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may be forfeited by a resolution of the Directors to that effect.

21. Any share so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors think fit.

22. Any Shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls owing upon such shares at the time of the forfeiture.

INCREASE OF CAPITAL.

23. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase its capital 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.

24. Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions in all respects, whether with reference to the payment of calls or the forfeiture of shares on non-payment of calls or otherwise, as if it had been part of the original capital.

BORROWING.

25. The Directors shall have power from time to time at their discretion to borrow money for the purpose of the Company to such extent, in such manner, and upon such terms and conditions as they may think fit, and for such purpose to grant bonds, promissory notes, bills, debentures, interest warrants, bonds for cash credit, trust deeds, or other documents, to issue letters of credit, and to grant mortgages or other deeds or instruments of security over all or any of the Company's lands, property, estate, and assets.

GENERAL MEETING.

26. 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.

27. Subsequent General Meetings may be held at such time and place as may be prescribed by the Company in General Meeting, and if not so prescribed, then at such place and at such time as soon after twelve months.

28. The above-named General Meetings shall be called Ordinary Meetings, and other General Meetings shall be called Extraordinary.

29. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by not less than one-fifth in number of the Shareholders of the Company for the time being, convene an Extraordinary General Meeting.

30. Any requisition so made by the Shareholder or Shareholders shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Company.

31. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting to be held at such time and place as they shall think fit (not being more than twenty-one days after the leaving of the requisition), and if they do not proceed to convene the said meeting within twenty-one days after the leaving of the requisition, the requisitioner or requisitionists or any other Shareholder amounting to the required number may himself or themselves convene an Extraordinary General Meeting to be held at such time or place as he or they shall think fit.

32. Seven days' notice at least, specifying the place and hour of meeting and the purpose for which any meeting is to be held, shall be given by advertisement in the *Ceylon Government Gazette* or in such other manner (if any) as may be prescribed by the Company.

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

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

35. In order to constitute a meeting, whether Ordinary or Extraordinary, there shall be present either personally or by proxy three or more Shareholders, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

36. If within one hour from the time appointed for the meeting the required number of Shareholders is not present, the meeting, if convened upon the requisition of a Shareholder or Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the said time and place, and if at such adjourned meeting the required number of Shareholders is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

37. The Chairman (if any) of the Board of Directors shall preside as Chairman at every meeting of the Company.

38. If there be no such Chairman, or if at any meeting he is not present at the time of holding the same, the Shareholders present shall choose one of their number to be the Chairman of such meeting.

39. 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.

40. At any General Meeting, unless a poll is demanded by at least two Shareholders, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

41. If a poll is demanded in manner aforesaid, the same shall be taken in such manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

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

43. Every shareholder shall have one vote for every share held by him.

44. If any shareholder is a lunatic or idiot or prodigal, he may vote by his curator, and if any Shareholder is a minor, he may vote by his guardian or any of his guardians if more than one.

45. If two or more persons are jointly entitled to a share or shares, the person whose name stands first in the Register of Shareholders as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

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

47. Votes may be given either personally or by proxies. A proxy shall be appointed in writing under the hand of the appointor, or, if such appointor is a corporation, under their common seal.

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

DIRECTORS.

49. The qualification of a Director shall be holding not less than one hundred shares of the Company upon which all calls for the time being shall have been paid.

50. The number of Directors shall not be less than three 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.

51. The first Directors shall be Messrs. Colonel H. F. G. Webster, Captain R. V. Webster, Hector van Cuylenberg, and A. C. Morell. They shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company to be held in the year 1911.

52. As a remuneration for their services, the Directors shall be paid out of the funds of the Company such sums as the Company in General Meeting shall from time to time determine, and such remuneration shall be divided between them in such manner as they may determine.

53. One of the Directors may be appointed by the Board to act as Managing Director and (or) Visiting Agent of the Company, for such time and on such terms as the Board may determine or fix by agreement with the person appointed to the office.

POWERS OF DIRECTORS.

54. The Directors shall have power to carry into effect the purchase of the said Ancoombra, Ugalla, and Maravilla estates, and the lease and (or) purchase of any other estates or lands, upon such terms and conditions as they may think fit in the interests of the Company.

55. The business of the Company shall be managed by the Directors either by themselves or with the assistance of a secretary or secretaries, agent or agents to be appointed by them for such period and on such terms as the Directors shall think fit, 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 registration of the Company, the purchase of the said estates and lands, and the cultivation thereof, and otherwise in or about the working and business of the Company; and the Directors may proceed to carry on the business of the Company and to employ and apply its capital as soon after the registration of the Company as they in their discretion shall think fit, and notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, and they shall do so as soon as in the judgment of the Directors at the time a sufficient number of the shares have been subscribed to render it desirable for them to do so.

56. The Directors shall have power to make and may make rules or regulations for the management of the property of the Company, and for that purpose may appoint managers, agents, superintendents, officers, clerks, and servants, with such remuneration and at such salaries 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, superintendents, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

57. The Directors shall also 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 shall appoint to draw, accept, make, endorse, sign, and enter into cheques, bills of exchange, promissory notes, bonds, mortgages, proxies to any proctor or proctors, contracts, or agreements on behalf and for the purpose of the Company.

58. 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.

59. 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.

60. 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 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 by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of 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, 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 or 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 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 any person or Company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

61. 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.

DISQUALIFICATION OF DIRECTORS.

62. The office of Director shall be vacated—

- (1) If he ceases to hold the due qualification in shares.
- (2) If he becomes of unsound mind or bankrupt, or take proceedings under the Bankruptcy Law for liquidation of his affairs by arrangement of or composition with his creditors.

63. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director or with any Company or co-partnership of which a Director is a partner or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction by reason only of such Director holding that office or of the fiduciary relations thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors, but no Directors shall vote in respect of any contract, arrangement, or transaction in which he is directly or indirectly interested.

ROTATION OF DIRECTORS.

64. At the First Ordinary Meeting of the Company to be held in the year One thousand Nine hundred and Eleven, all the Directors shall retire, and at the first Ordinary Meeting in every subsequent year one-third of the Directors for the time being or the number next below one-third shall retire from office.

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

66. A retiring Director if qualified shall be re-eligible. The Company at the General Meeting shall fill up the offices vacated by the retiring Directors by electing a like number of persons.

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

68. The Company may from time to time by special resolution in General Meeting increase or reduce the number of Directors, and may also determine in what rotation they are to go out of office.

69. Any casual vacancy in the Board of Directors 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.

PROCEEDINGS OF DIRECTORS.

70. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman, in addition to his original vote, shall have a casting vote. A Director may at any time summon a meeting of the Directors.

71. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be the Chairman of such meeting.

72. All acts done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid on that day or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

73. The Directors shall cause minutes to be made in a book or books provided for and used solely for that purpose—

- (1) Of all appointments of officers made by the Directors ;
- (2) Of the names of Directors present at each meeting of Directors ;
- (3) Of all orders made by the Directors ; and
- (4) Of all resolutions and proceedings of meetings of the Company and of the Directors.

74. And any such minutes as aforesaid, if signed by any person purporting to be the Chairman of any meeting of Directors, shall be receivable in evidence without any further proof.

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

DIVIDENDS.

76. The Directors may with the sanction of the Company in General Meeting, declare a yearly dividend to be paid to the Shareholders in proportion to their shares and the amount paid up thereon ; and they may at their discretion and without such sanction from time to time pay to the Members, on account of the next forthcoming dividend, such interim dividend as in their judgment the position of the Company justifies.

77. No dividends shall be payable except out of the profits arising from the business of the Company and with the sanction of the Directors.

78. The Directors may before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies or for equalizing dividends, or for repairing, improving, or maintaining any of the property of the Company or any part thereof, or for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and the Directors may invest the sum or sums so set apart upon such securities or investments as they think fit.

79. When any Shareholder is indebted to the Company for calls or otherwise, all dividends payable to him or a sufficient part thereof may be applied by the Board in or towards satisfaction of the debt.

80. Notice of any dividend that may have been declared shall be given to each Shareholder or sent by post or otherwise to his registered place of abode, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the credit of the Company's profit and loss account, but the Board may remit the forfeiture whenever they may think proper.

81. No dividend shall bear interest as against the Company.

ACCOUNTS.

82. Once at the least in every year the Directors shall lay before the Company in General Meeting a statement of the income and expenditure of the last year made up to a date not more than three months before such meeting.

83. The statement so made shall show, arranged under the most convenient heads, the amount of gross income and the amount of gross 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 cases 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 additions of the reasons why only a portion of such expenditure is charged against the income of the year.

84. A balance sheet shall be made out in every year and laid before the General Meeting of the Company, and such 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.

85. A written or printed copy of such balance sheet shall be delivered at or sent by post to the registered address of every Shareholder.

AUDIT.

86. The first Auditor or Auditors of the Company shall be appointed by the Directors and shall hold office until the second General Meeting, and afterwards the Auditor or Auditors shall be from time to time appointed by the Company in General Meeting.

87. The accounts of the Company for each year shall be examined and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditors to be elected by the Company in General Meeting.

88. If not more than one Auditor is appointed, all the provisions herein contained relating to Auditors shall apply to him.

89. The Auditors need not, but may, be Shareholders in the Company. No person is eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, and no Director or other officer of the Company is eligible during his continuance in office.

90. The remuneration of the Auditor or Auditors shall be fixed by the Company at the time of their election, save that in case of the first Auditor or Auditors it shall be fixed by the Directors.

91. Any Auditor shall be re-eligible for election on his quitting office.

92. If any casual vacancy occurs in the office of Auditor, the Directors may appoint another Auditor, who shall hold office until the next Ordinary General Meeting.

93. If no election of Auditors is made in manner aforesaid, the Directors may appoint an Auditor or Auditors for the year then current and fix the remuneration to be paid to him or them by the Company for his or their services.

94. Every Auditor shall have access to all books of account kept by the Company, and shall be supplied with a copy of the balance sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

95. The Auditors may make a report to the Shareholders upon the balance sheet and accounts, and in every such report they shall state whether in their opinion the balance sheet is a full and fair balance sheet containing the particulars required by these regulations, and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs, and such report shall be read together with a report of the Directors at the Ordinary Meeting.

NOTICES.

96. Notices by the Company may be authenticated by the signature (printed or written) of the Secretary or other person appointed by the Directors to do so.

97. 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.

98. Notices requiring to be served by the Company upon the Shareholders may be served other personally or by leaving the same or sending them through the post in a letter addressed to the Shareholders at their registered places of abode, and any notices so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed may be dead, unless and until his executors or administrators shall have given notice to the Managing Director or Secretary of the Company of some address in Ceylon.

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

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

101. Every Shareholder residing out of Ceylon shall name an address in 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 have not named such an address, he shall not be entitled to any notices.

ARBITRATION.

102. *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.

103. *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.

104. *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 Directors under the powers hereby or under the Ordinance conferred upon them.

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Eighteenth day of April, 1910, and at Nuwara Eliya this Twentieth day of April, 1910.

HENRY F. G. WEBSTER, Lullote, Nuwara Eliya.

Witness: CHS. W. VAN TWEST, Nuwara Eliya.

ROWLAND V. WEBSTER, Staples House, Colombo.

Witness: W. P. CONDERLAG, Colombo.

O. T. MACDERMOTT, Coolavin, De Saram place, Colombo.

Witness: C. WEERASINGHE, Colombo.

HAROLD G. GREENHILL, Cornwall House, Colombo.

Witness: E. L. LUCAS, Colombo.

ERNEST MASTERS, Colombo.

Witness: WM. J. BOGLE.

HECTOR VAN CUYLENBURG, Charsley House, Colombo.

Witness: JNO. JAMES DE FRY, Notary Public, Colombo.

WM. T. BOGLE, Cornwall House, Colombo.

Witness: J. L. MELLONTUS, Colombo.

Signed by the above-named ROWLAND V. WEBSTER, O. T. MACDERMOTT, HAROLD G. GREENHILL, ERNEST MASTERS, HECTOR VAN CUYLENBURG, WM. T. BOGLE, at Colombo, this 18th day of April, 1910, and by HENRY F. G. WEBSTER at Nuwara Eliya on the 20th day of April, 1910:

[Second Publication.]

VAN CUYLENBURG DE FRY.

The Kegalle Rubber Company, Limited. y/10
1047

AT an Extraordinary General Meeting of Shareholders of the Kegalle Rubber Company, Limited, duly convened and held at the Company's registered office, No. 9, Queen street, Fort, Colombo, on April 23, 1910, the following special resolution was duly passed, and at a subsequent Extraordinary General Meeting of Shareholders of the said Company, also duly convened and held at the Company's registered office, No. 9, Queen street, Fort, Colombo, on May 7, 1910, the said special resolution was duly confirmed:—

"That the Kegalle Rubber Company, Limited, be wound up voluntarily."

Mr. Frank Smedley Mitchell of Colombo was appointed Liquidator for the purpose of such winding up.

Mr. Osmond Thomas MacDermott of Colombo was appointed Auditor to audit the accounts of the liquidation.

Colombo, May 7, 1910. DARLEY, BUTLER & Co.,
Agents and Secretaries.

The Kegalle Rubber Company, Limited (in Liquidation) y/10
1047

NOTICE is hereby given that creditors of the above named Company are required, on or before Monday, June 20, 1910, to send their names and addresses and the particulars of their debts or claims to Frank Smedley Mitchell, of No. 9, Queen street, Fort, Colombo, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, to come in and prove their said debts or claims at such time and place, as shall be specified in such notice, or, in default thereof, they will be liable to be excluded from the benefit of any distribution of the assets of the said Company.

Colombo, May 7, 1910. F. S. MITCHELL,
Liquidator.

Opata Tea and Rubber Company, Limited. y/10
1046

NOTICE is hereby given that the Second General Meeting of the above-named Company will be held at No. 10, Queen street, Colombo, on Tuesday, May 24, 1910, at 12 o'clock noon, for the following purposes:—

1. To receive and consider the balance sheet for the year to December 31, 1909, and the report of the Directors.
2. To elect a Director in place of one retiring.
3. To appoint Auditors and fix their remuneration.
4. To transact any other business that may be duly brought before the meeting.

By order of the Directors,
JAMES FINLAY & COMPANY, LIMITED,
Colombo, May 12, 1910. Agents and Secretaries.

Rubber Plantations of Kalutara, Limited. y/10
1042

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered offices of the Company, No. 11, Queen street, Colombo, on Friday, May 20, at 11 a.m., for the purpose of reading, and, if agreed, confirming the Minutes of the Extraordinary General Meeting held at noon on Friday, May 6, 1910.

Colombo, May 6, 1910. BOIS BROS & Co.,
Agents and Secretaries.

The Ambanad Tea and Rubber Company, Limited (in Liquidation). y/10
1042

NOTICE is hereby given that the creditors of the above named Company are required, on or before Saturday, June 11, 1910, to send their names and addresses and the particulars of their debts or claims to Henry Pitman Church, of No. 3, Queen street, Colombo, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or, in default thereof, they will be liable to be excluded from the benefit of any distribution of the assets of the said Company.

May 10, 1910. H. P. CHURCH,
Liquidator.

The Ceylon Planters' Transport Company, Limited. y/10
10

NOTICE is hereby given that the First Ordinary General Meeting of this Company will be held at its registered office, No. 22, Baillie street, Fort, Colombo, on Friday, May 27, 1910, at 3.45 p.m.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1909.
2. To elect a Director.
3. To elect Auditors.
4. To transact such other business as may properly come before the Meeting.

The share transfer books of the Company will be closed, from May 13 to 27, 1910, inclusive.

By order of the Directors,
Colombo, May 11, 1910. LEWIS BROWN & Co.,
Agents and Secretaries.

The Parawatte Rubber Company, Limited. y/10
102

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the Adam's Peak Hotel, Hatton, on Monday, May 23, 1910, at 11.30 a.m., for the purpose of confirming the special resolution passed at a meeting held on May 7, 1910, viz.:—

"That this Company be wound up voluntarily."
To appoint a Liquidator and to fix his remuneration.
To appoint an Auditor to audit the Liquidator's accounts.

By order of the Board,
Colombo, May 10, 1910. LEWIS BROWN & Co.,
Agents and Secretaries.

The Uva Rubber Company of Ceylon, Limited. y/10
104

NOTICE is hereby given that the Fifth Annual Ordinary General Meeting of Shareholders of this Company, will be held at its registered office, No. 22, Baillie street, Fort, Colombo, on Friday, May 27, 1910, at 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 Auditors for the current year.
4. To transact such other business as may properly come before the Meeting.

The share transfer books of the Company will be closed from May 13 to 27, 1910, inclusive.

By order of the Directors,
Colombo, May 11, 1910. LEWIS BROWN & Co.,
Agents and Secretaries.

The Ceylon Ice and Cold Storage Company, Limited. y/10
102

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 22, Baillie street, Fort, Colombo, on Friday, May 27, 1910, at 3.30 p.m.

1. For the purpose of passing (if thought fit) a resolution authorizing the Directors of the Company to purchase as a going concern as from July 1, 1910, the business, property, and assets, including goodwill, of the Colombo Plate Ice Manufactory for the sum of Rupees One Hundred and Twenty-five thousand (Rs. 125,000), payable in fully paid ordinary shares of Rs. 100 each of the Ceylon Ice and Cold Storage Company, Limited, and on such other terms as the Directors may think fit.
2. To appoint an additional Director.

By order of the Board,
Colombo, May 9, 1910. LEWIS BROWN & Co.,
Agents and Secretaries.

Auction Sale of the ss. "Gallia."

UNDER instructions from the Hon. the Principal Collector of Customs, we give notice, we shall on Wednesday, May 25, 1910, at 3 p.m., sell by public auction at the passenger jetty, Colombo, the steamship "Gallia," with her furniture and tackle, as she lies in the port of Colombo.

Reasons for Sale.—Default of payment of buoy rents. Terms cash.

Permits to view the vessel may be obtained from the Hon. the Principal Collector of Customs.

A. Y. DANIEL & SON,
4, Baillie street, Fort. Auctioneers and Commission Agents.

I, SURAWEERA MUHANDIRAMGE DON FREDERICK SURAWEERA of Wennawatta in Ambatalenpahala, Alutkuru Korale South, in the District of Colombo,

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 Tangalla.

DON FRED. SURAWEERA.

Wennawatta, October 26, 1909.

I, A. R. SUPRAMANIAM, Bachelor of Arts of the University of Calcutta, of Jaffna, presently of No. 3, Silversmith street, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

May 2, 1910.

A. R. SUPRAMANIAM.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

The Municipal Office, R. R. DUNUWILLE, Secretary.
Colombo, May 3, 1910.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, June 27, 1910.		
Pickering's road.		
2415-19	.. 2nd quarter, 1909	.. 7 A.M.
2638-2648-		
2714-38/40	.. 1st and 2nd quarters, 1909	.. 7. 5 "
2605-28-8	.. 1st to 4th quarter, 1909	.. 7. 10 "
2606-28- (9)	.. Do.	.. 7. 15 "
2598-28-1	.. Do.	.. 7. 20 "
2623-28-17	.. Do.	.. 7. 35 "
2624-28-18	.. Do.	.. 7. 40 "
Santiago road.		
2436-88	.. 2nd quarter, 1909	.. 7. 50 A.M.
2437-87	.. Do.	.. 7. 55 "
College street.		
2466-26A	.. 1st to 4th quarter, 1909	.. 8. 10 A.M.
2504-1	.. 1st and 2nd quarters, 1909	.. 8. 15 "
2515-20	.. 1st to 4th quarter, 1909	.. 8. 20 "
2525-16	.. Do.	.. 8. 25 "
Santiago road.		
2548-64-2	.. 1st and 2nd quarters, 1909	.. 8. 40 A.M.
2549-64-3	.. Do.	.. 8. 45 "
K. Cemetery street.		
2212-77A & c	.. 1st and 2nd quarters, 1909	.. 9. 5 "
2213-77	.. Do.	.. 9. 10 "
2216-77-3	.. Do.	.. 9. 15 "
Madampitiya road.		
1492-244	.. 2nd to 4th quarter, 1909	.. 9. 30 A.M.
1493-243	.. 1st and 2nd quarters, 1909	.. 9. 35 "
1494-1	.. Do.	.. 9. 40 "
1495-2	.. Do.	.. 9. 45 "
1496-3	.. Do.	.. 9. 50 "

Premises No.	Quarter and Year.	Time of Sale.
Alutmawatte.		
3074A-128A	.. 1st and 2nd quarters, 1909	.. 10 A.M.
Date of Sale: Tuesday, June 28, 1910.		
Ferguson's road.		
949-17	.. 1st and 2nd quarters, 1909	.. 7 A.M.
950-17	.. Do.	.. 7. 5 "
951-17	.. Do.	.. 7. 10 "
1346-38	.. Do.	.. 7. 15 "
1347-38A	.. Do.	.. 7. 20 "
1348-38B	.. Do.	.. 7. 25 "
1349-38C	.. Do.	.. 7. 30 "
1350-38D	.. Do.	.. 7. 35 "
1351-38E	.. Do.	.. 7. 40 "
1352-37	.. Do.	.. 7. 45 "
1355-35	.. Do.	.. 7. 50 "
Franswatte lane.		
1124-56	.. 2nd to 4th quarter, 1909	.. 8. 5 A.M.
1131-56	.. 1st and 2nd quarters, 1909	.. 8. 10 "
1140-39	.. 2nd to 4th quarter, 1909	.. 8. 15 "
1143-37	.. 3rd and 4th quarters, 1909	.. 8. 20 "
1147-53	.. 1st to 4th quarter, 1909	.. 8. 25 "
1121-63	.. 3rd and 4th quarters, 1909	.. 8. 30 "
1148-24B	.. Do.	.. 8. 35 "
Mattakkuliya.		
20B & 1074	.. 1st to 4th quarter, 1909	.. 8. 45 A.M.
1239-36	.. 3rd and 4th quarters, 1909	.. 8. 50 "
1241-38	.. Do.	.. 8. 55 "
1242-38A	.. Do.	.. 9 "
1243-38B	.. Do.	.. 9. 5 "
Date of Sale: Wednesday, June 29, 1910.		
Modera street.		
3987-64 (2)	.. 1st and 2nd quarters, 1909	.. 7 A.M.
3988-63	.. Do.	.. 7. 5 "
3991-60	.. Do.	.. 7. 10 "
3994-58 (1)	.. Do.	.. 7. 20 "
3995-58 (2)	.. Do.	.. 7. 25 "
3998-57	.. Do.	.. 7. 30 "
3999-56	.. Do.	.. 7. 35 "
4003-52	.. Do.	.. 7. 40 "
4004-48-49	.. Do.	.. 7. 45 "
4008-37	.. Do.	.. 7. 50 "
4014-31	.. Do.	.. 7. 55 "
4015-32	.. Do.	.. 8 "
4019-45	.. Do.	.. 8. 5 "
4021-43	.. Do.	.. 8. 10 "
4022-42	.. Do.	.. 8. 15 "
4023-41	.. Do.	.. 8. 20 "
4024-40	.. Do.	.. 8. 25 "
4025-39	.. Do.	.. 8. 30 "
4028-38 (2)	.. Do.	.. 8. 35 "
4029-38 (3)	.. Do.	.. 8. 40 "
4031-12	.. Do.	.. 8. 45 "
4034-14 (1)	.. Do.	.. 8. 50 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
4036-22 (1)	.. 2nd quarter, 1909	.. 8.55 A.M.	Alutmawata.		
4037-11	.. 1st and 2nd quarters, 1909	.. 9 ..	3167-167	.. 1st and 2nd quarters, 1909	.. 9 A.M.
4042-4	.. Do.	.. 9.5 ..	3174-161	.. Do.	.. 9.5 ..
4045-3	.. Do.	.. 9.10 ..	3188-128	.. Do.	.. 9.10 ..
4046-2	.. Do.	.. 9.15 ..	3189-121	.. Do.	.. 9.15 ..
Madampitiya street.			3190-120	.. Do.	.. 9.20 ..
252	.. 3rd and 4th quarters, 1908	.. 9.30 A.M.	3192-126 (1)	.. Do.	.. 9.25 ..
253	.. Do.	.. 9.35 ..	3193-126	.. Do.	.. 9.30 ..
254	.. Do.	.. 9.40 ..	3195-124	.. Do.	.. 9.35 ..
255	.. Do.	.. 9.45 ..	3196-124 (1)	.. Do.	.. 9.40 ..
256	.. Do.	.. 9.50 ..	3200-101 (1)	.. Do.	.. 9.45 ..
Mutwal street.			3239-83	.. Do.	.. 9.50 ..
3651-142	.. 1st and 2nd quarters, 1909	.. 10 A.M.	3260-58	.. Do.	.. 9.55 ..
Date of Sale : Thursday, June 30, 1910.					
Mutwal street.			St. James's street.		
3652-141	.. 1st and 2nd quarters, 1909	.. 7 A.M.	3267-13	.. 1st and 2nd quarters, 1909	.. 10 A.M.
3653-140	.. Do.	.. 7.5 ..	Date of Sale : Saturday, July 2, 1910.		
3654-139	.. Do.	.. 7.10 ..	St. James's street.		
4099-63	.. Do.	.. 7.15 ..	3268-13 (1)	.. 1st and 2nd quarters, 1909	.. 7 A.M.
4106-88	.. Do.	.. 7.20 ..	3269-12	.. Do.	.. 7.5 ..
4119-110	.. 2nd quarter, 1909	.. 7.25 ..	3270-12 (1)	.. Do.	.. 7.10 ..
4151-59 (4)	.. 1st and 2nd quarters, 1909	.. 7.30 ..	3272-10A	.. Do.	.. 7.15 ..
4194-17	.. Do.	.. 7.35 ..	Blomendahl street.		
4212-5	.. Do.	.. 7.40 ..	1687-29	.. 1st and 2nd quarters, 1909	.. 7.30 A.M.
Marshall street.			Alutmawata.		
4241-142 (2)	.. 1st and 2nd quarters, 1909	.. 7.50 A.M.	3032-257	.. 1st and 2nd quarters, 1909	.. 7.35 A.M.
4242-142	.. Do.	.. 7.55 ..	3288-158 (3)	.. Do.	.. 7.45 ..
4243-143 (3)	.. Do.	.. 8 ..	St. James's street.		
4245-141 (3)	.. Do.	.. 8.5 ..	3298-39	.. 1st and 2nd quarters, 1909	.. 7.55 A.M.
4246-141 (1)	.. Do.	.. 8.10 ..	3309-31	.. Do.	.. 8 ..
4247-141 (2)	.. Do.	.. 8.15 ..	Alutmawata.		
4248-144B	.. Do.	.. 8.20 ..	3368-23 (1)	.. 1st and 2nd quarters, 1909	.. 8.10 A.M.
4251-139B	.. Do.	.. 8.25 ..	3369-21	} .. Do.	.. 8.15 ..
4255-139	.. Do.	.. 8.30 ..	3370-20		
4256-139 (1)	.. Do.	.. 8.35 ..	3371-19		
4257-136	.. Do.	.. 8.40 ..	Tanque Salgadoe.		
4258-135	.. Do.	.. 8.45 ..	3381-17 (2)	.. 1st and 2nd quarters, 1909	.. 8.30 A.M.
4259-135A	.. Do.	.. 8.50 ..	3387-17 (8)	.. Do.	.. 8.35 ..
4261-135C	.. Do.	.. 8.55 ..	3402-20	.. Do.	.. 8.40 ..
4265-162	.. Do.	.. 9 ..	3408-25	.. Do.	.. 8.45 ..
4269-157	.. Do.	.. 9.5 ..	3413-28 (1)	.. Do.	.. 8.50 ..
4270-156	.. Do.	.. 9.10 ..	3414-29	.. Do.	.. 8.55 ..
4273-163	.. Do.	.. 9.15 ..	3421-34	.. Do.	.. 9 ..
Wilson's lane.			3430-38	.. Do.	.. 9.5 ..
4275-151	.. 1st and 2nd quarters, 1909	.. 9.25 A.M.	3479-107	.. Do.	.. 9.10 ..
4283-143	.. Do.	.. 9.30 ..	Mutwal street.		
Tanque Salgadoe.			3637-150	.. 1st and 2nd quarters, 1909	.. 9.20 A.M.
4291-66	.. 1st and 2nd quarters, 1909	.. 9.40 A.M.	3640-72 (1)	.. Do.	.. 9.25 ..
Mutwal street.			3641-72	.. Do.	.. 9.30 ..
3633-166	.. 1st and 2nd quarters, 1909	.. 9.50 A.M.	3642-73	.. 2nd quarter, 1909	.. 9.35 ..
Blomendahl street.			Modera street.		
1675-40	.. 1st and 2nd quarters, 1909	.. 10 A.M.	3778-252	.. 1st and 2nd quarters, 1909	.. 9.45 A.M.
Date of Sale : Friday, July 1, 1910.					
Blomendahl street.			Date of Sale : Monday, July 4, 1910.		
1676-39	.. 1st and 2nd quarters, 1909	.. 7 A.M.	Modera street.		
1661-49c	.. Do.	.. 7.5 ..	3816-223	.. 1st and 2nd quarters, 1909	.. 7 A.M.
1699-21	.. Do.	.. 7.10 ..	3825-220	.. Do.	.. 7.5 ..
1702-19	.. Do.	.. 7.15 ..	3837-221	.. Do.	.. 7.10 ..
1729-10A	.. Do.	.. 7.20 ..	3941-99	.. Do.	.. 7.15 ..
Alutmawata.			3859-174	.. Do.	.. 7.20 ..
2812-341 (1)	.. 1st and 2nd quarters, 1909	.. 7.35 A.M.	3915-128	.. Do.	.. 7.25 ..
2816-339	.. Do.	.. 7.40 ..	3937-102	.. Do.	.. 7.30 ..
2820-336	.. Do.	.. 7.45 ..	3944-95 (1)	.. Do.	.. 7.35 ..
2821-335	.. Do.	.. 7.50 ..	Tanque Salgadoe.		
2971-305	.. Do.	.. 7.55 ..	4316-90	.. 1st and 2nd quarters, 1909	.. 7.45 A.M.
2972-305 (1)	.. Do.	.. 8 ..	2nd Division, Maradana.		
2999-284	.. Do.	.. 8.5 ..	46	.. 2nd quarter, 1909	.. 8.30 A.M.
3000-284A	.. Do.	.. 8.10 ..	100	.. 3rd quarter, 1908, to 2nd quarter, 1909	.. 8.35
3001-283	.. Do.	.. 8.15 ..	Forbes' road.		
St. James's street.			24	.. 1st and 2nd quarters, 1909	.. 8.45 A.M.
3007-16 (1)	.. 1st and 2nd quarters, 1909	.. 8.30 A.M.	Piachaud's lane.		
Alutmawata.			49	.. 1st and 2nd quarters, 1909	.. 8.55 A.M.
3019-269	.. 1st and 2nd quarters, 1909	.. 8.40 A.M.	49B	.. Do.	.. 9 ..
Vine street.			E 7		
3143-194	.. 1st and 2nd quarters, 1909	.. 8.50 A.M.			

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
137D	3rd and 4th quarters, 1909	8.25 A.M.	5	3rd and 4th quarters, 1909	8.25 A.M.
141B	Do.	8.30 "	13	Do.	8.30 "
141D	Do.	8.35 "	14	Do.	8.35 "
141E	Do.	8.40 "	16	Do.	8.40 "
144A	Do.	8.45 "	18	Do.	8.45 "
145	Do.	8.50 "	19	Do.	8.50 "
146	Do.	8.55 "	23A	Do.	8.55 "
146A	Do.	9 "			
	Turret road.			Bambalapitiya.	
1	3rd and 4th quarters, 1909	9.10 A.M.	1	3rd and 4th quarters, 1909	9.5 A.M.
2-3	Do.	9.15 "	2	Do.	9.10 "
	Hudson's road.		2A	Do.	9.15 "
4	3rd and 4th quarters, 1909	9.25 A.M.	3	Do.	9.20 "
6	Do.	9.30 "	7A	Do.	9.25 "
	Nelson's lane.		7C	Do.	9.30 "
3	3rd and 4th quarters, 1909	9.40 A.M.	10	Do.	9.35 "
4	Do.	9.45 "	10A	Do.	9.40 "
6	Do.	9.50 "	10B	Do.	9.45 "
7A	Do.	10 "	19-19A	Do.	9.50 "
	Date of Sale : Saturday, July 9, 1910.		20A	Do.	9.55 "
	Nelson's lane.		20B	Do.	10 "
8	3rd and 4th quarters, 1909	7 A.M.		Date of Sale : Tuesday, July 12, 1910.	
11	Do.	7.5 "		Bambalapitiya.	
12	Do.	7.10 "	21	3rd and 4th quarters, 1909	7 A.M.
13	Do.	7.15 "	27	Do.	7.5 "
	Carmel road.		27A	Do.	7.10 "
2	3rd and 4th quarters, 1909	7.30 A.M.	27B	Do.	7.15 "
7	Do.	7.35 "	27C	Do.	7.20 "
9	Do.	7.40 "	33	4th quarter, 1909	7.25 "
9A	Do.	7.45 "	33A/1	Do.	7.30 "
12	4th quarter, 1909	7.50 "		Castle street.	
12A	3rd and 4th quarters, 1909	7.55 "	6	4th quarter, 1909	7.40 A.M.
13	Do.	8 "		Cotta road.	
14	Do.	8.5 "	5B	3rd and 4th quarters, 1909	7.50 A.M.
	Albert road.			Kanatte road.	
3	3rd and 4th quarters, 1909	8.15 A.M.	7	1st to 4th quarter, 1909	8 A.M.
8	Do.	8.20 "		Ward place.	
9	Do.	8.25 "	38	3rd and 4th quarters, 1909	8.10 A.M.
11	Do.	8.30 "	39	Do.	8.15 "
12	Do.	8.35 "		Kynsey road.	
14	Do.	8.40 "	8	3rd and 4th quarters, 1909	8.30 A.M.
16	Do.	8.45 "	10A	Do.	8.35 "
	St. Michael's road.			Colpetty lane.	
2	3rd and 4th quarters, 1909	8.55 A.M.	3	3rd and 4th quarters, 1909	8.50 A.M.
7	Do.	9 "	3A	Do.	8.55 "
8	Do.	9.5 "	3B	Do.	9 "
9	Do.	9.10 "	14	1st to 4th quarter, 1909	9.5 "
11	Do.	9.15 "	14A	3rd and 4th quarters, 1909	9.10 "
12	Do.	9.20 "	15	4th quarter, 1909	9.15 "
13	Do.	9.25 "		Date of Sale : Monday, June 27, 1910.	
15	Do.	9.30 "		1st Mosque lane.	
	Muhandiram's road.		27	3rd and 4th quarters, 1909	2 P.M.
5	3rd and 4th quarters, 1909	9.40 A.M.	29	Do.	2.5 "
7	4th quarter, 1909	9.45 "	39	Do.	2.10 "
12	3rd and 4th quarters, 1909	9.50 "	42	4th quarter, 1909	2.15 "
13	Do.	9.55 "	43	Do.	2.20 "
17	Do.	10 "	46	Do.	2.25 "
	Date of Sale : Monday, July 11, 1910.		46A	3rd and 4th quarters, 1909	2.30 "
	Muhandiram's road.		48	Do.	2.35 "
18	3rd and 4th quarters, 1909	7 A.M.	50	Do.	2.40 "
19	Do.	7.5 "	54	Do.	2.45 "
31	Do.	7.10 "	55	Do.	2.50 "
32	Do.	7.15 "	56	Do.	2.55 "
34	Do.	7.20 "		2nd Mosque lane.	
43	Do.	7.25 "	1	3rd and 4th quarters, 1909	3.10 P.M.
48	Do.	7.30 "	2-3A	Do.	3.15 "
51	Do.	7.35 "	11-14	Do.	3.20 "
54-54A-54B	Do.	7.40 "	15	Do.	3.25 "
56	Do.	7.45 "	16	Do.	3.30 "
57	Do.	7.50 "	20	Do.	3.35 "
60	Do.	7.55 "	23-24	4th quarter, 1909	3.40 "
63	Do.	8 "	25	3rd and 4th quarters, 1909	3.45 "
69	Do.	8.5 "	26	Do.	3.50 "
	Mosque lane.		28	Do.	3.55 "
1	3rd and 4th quarters, 1909	8.15 A.M.	29	4th quarter, 1909	4 "
4A	Do.	8.20 "	30	3rd and 4th quarters, 1909	4.5 "
			36	Do.	4.10 "

Premises No.	Quarter and Year.	Time of Sale.
Barber street.		
8	4th quarter, 1909	4.20 P.M.
9	3rd and 4th quarters, 1909	4.25 "
10	Do.	4.30 "
12	Do.	4.35 "
13	Do.	4.40 "
15	4th quarter, 1909	4.45 "
19	3rd and 4th quarters, 1909	4.50 "
Andiwall street.		
1	3rd and 4th quarters, 1909	5 P.M.
Date of Sale : Tuesday, June 23, 1910.		
Andiwall street.		
2	3rd and 4th quarters, 1909	2 P.M.
4	Do.	2.5 "
6	Do.	2.10 "
12	Do.	2.15 "
New Chetty street.		
3	4th quarter, 1909	2.25 P.M.
4	Do.	2.30 "
8	3rd and 4th quarters, 1909	2.35 "
9	Do.	2.40 "
11	Do.	2.45 "
21	Do.	2.50 "
22	Do.	2.55 "
25-25A	4th quarter, 1909	3 "
28	3rd and 4th quarters, 1909	3.5 "
32	Do.	3.10 "
33	Do.	3.15 "
33A	Do.	3.20 "
34	Do.	3.25 "
38	Do.	3.30 "
39	Do.	3.35 "
40	Do.	3.40 "
41	Do.	3.45 "
44	Do.	3.50 "
45	Do.	3.55 "
46	Do.	4 "
47	Do.	4.5 "
48	Do.	4.10 "
50	Do.	4.15 "
51	Do.	4.20 "
52	Do.	4.25 "
54	Do.	4.30 "
55	Do.	4.35 "
57	Do.	4.40 "
59	Do.	4.45 "
60	Do.	4.50 "
62	Do.	4.55 "
65	Do.	5 "

Date of Sale : Wednesday, June 29, 1910.

New Chetty street.		
66	3rd and 4th quarters, 1909	2 P.M.
67	Do.	2.5 "
67A	Do.	2.10 "
68	Do.	2.15 "
69	Do.	2.20 "
70	Do.	2.25 "
73	Do.	2.30 "
74	Do.	2.35 "
75	Do.	2.40 "
85	4th quarter, 1909	2.45 "
86-87	3rd and 4th quarters, 1909	2.50 "
Hill street.		
1	3rd and 4th quarters, 1909	3.5 P.M.
4	Do.	3.10 "
5	Do.	3.15 "
8	Do.	3.20 "
9	Do.	3.25 "
12	Do.	3.30 "
34	Do.	3.35 "
39	Do.	3.40 "
40	Do.	3.45 "
44-45	Do.	3.50 "
47	Do.	3.55 "
53-55	Do.	4 "
56	Do.	4.5 "
61	Do.	4.10 "
63	Do.	4.15 "

Premises No.	Quarter and Year.	Time of Sale.
Sea street.		
30B	3rd and 4th quarters, 1909	4.25 P.M.
41-42	Do.	4.35 "
43-44	Do.	4.40 "
45-46	Do.	4.45 "
47	Do.	4.50 "
48-49	Do.	4.55 "
58	Do.	5 "

Date of Sale : Thursday, June 30, 1910.

Sea street.		
60	3rd and 4th quarters, 1909	2 P.M.
66-67	Do.	2.5 "
70	Do.	2.10 "
72	Do.	2.15 "
73	Do.	2.20 "
74	Do.	2.25 "
77	Do.	2.30 "
78	Do.	2.35 "
79	Do.	2.40 "
82	Do.	2.45 "
106-107	Do.	2.55 "
109	4th quarter, 1909	3.5 "

Date of Sale : Thursday, June 30, 1910.

Keyzer street.		
231-5	3rd and 4th quarters, 1909	3.20 P.M.
237-11	Do.	3.30 "
246-18-19-20	4th quarter, 1909	3.35 "
247-19-20	3rd and 4th quarters, 1909	3.40 "
250-23-23A	Do.	3.45 "
253-106	Do.	3.55 "
256A	Do.	4 "
257-29	Do.	4.5 "
259-31-32-33	Do.	4.10 "
-33A	Do.	4.15 "
260-21-22	Do.	4.20 "
267-40	4th quarter, 1909	4.25 "
274-45	3rd and 4th quarters, 1909	4.30 "
282-56	Do.	4.35 "
279-50	Balance, 3rd quarter, 1909	4.40 "
284-53	3rd and 4th quarters, 1909	4.45 "
291-60	Do.	4.50 "

1st Fishers' lane.

298-13	3rd and 4th quarters, 1909	4.55 P.M.
302-9	Do.	5 "

Date of Sale : Friday, July 1, 1910.

1st Fishers' lane.		
303-7-8-6	3rd and 4th quarters, 1909	2 P.M.
305-3	Do.	2.5 "
307-1	Do.	2.10 "

2nd Fishers' lane.

311-2	3rd and 4th quarters, 1909	2.20 P.M.
212-3	Do.	2.25 "
313-4	Do.	2.30 "
317-9	Do.	2.35 "
318-10	Do.	2.40 "
319-11	Do.	2.45 "
321-13	Do.	2.50 "
322-14	Do.	2.55 "
325-17	4th quarter, 1909	3 "
326-18	3rd and 4th quarters, 1909	3.5 "
329A-22	Do.	3.10 "
332-26	Do.	3.15 "
333-15	Do.	3.20 "

Prince street.

335-1-1A	3rd and 4th quarters, 1909	3.30 P.M.
344-10	1st to 4th quarter, 1909	3.35 "
345-11	Do.	3.40 "
346-12	3rd and 4th quarters, 1909	3.45 "
352-18	Do.	3.50 "
362-28	Do.	3.55 "
362-29	Do.	4 "
363-30	Do.	4.5 "
365-32, 38, 39	Do.	4.10 "
368-90	Do.	4.15 "
369-33	Do.	4.20 "
372-36	1st to 4th quarter, 1909	4.25 "
377-40	4th quarter, 1909	4.30 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
379-67	.. 4th quarter, 1909	.. 4. 35 P.M.	614-30	.. 3rd and 4th quarters, 1909	.. 2.15 P.M.
380-41	.. Do.	.. 4. 40 "	615-29	.. 1st to 4th quarter, 1909	.. 2. 20 "
385-46	.. 3rd and 4th quarters, 1909	.. 4. 45 "	617-27	.. 3rd and 4th quarters, 1909	.. 2. 25 "
389-50	.. Do.	.. 4. 50 "	620-24	.. 4th quarter, 1909	.. 2. 30 "
395-56-57-11-11A	.. Do.	.. 4. 55 "	624-18	.. Do.	.. 2. 35 "
396-58	.. 2nd to 4th quarter, 1909	.. 5 "	628-8	.. 3rd and 4th quarters, 1909	.. 2. 40 "
Date of Sale : Saturday, July 2, 1910.			629-7	.. Do.	.. 2. 45 "
Prince street.			636-6	.. Do.	.. 2. 50 "
397-59	.. 3rd and 4th quarters, 1909	.. 2 P.M.	631-5	.. Do.	.. 2. 55 "
398-60	.. Do.	.. 2. 5 "	Second Cross street.		
401-63	.. Do.	.. 2. 10 "	644-73	.. 3rd and 4th quarter, 1909	.. 3 P.M.
402-64	.. 4th quarter, 1909	.. 2. 15 "	647-70/70A	.. Do.	.. 3. 5 "
403-65	.. 3rd and 4th quarters, 1909	.. 2. 20 "	649-66	.. Do.	.. 3. 10 "
404-66	.. Do.	.. 2. 25 "	652-63	.. Do.	.. 3. 15 "
Mitchoe's lane.			654-61	.. Do.	.. 3. 20 "
406-1 to 17	.. 1st to 4th quarter, 1909	.. 2. 35 P.M.	655-60	.. 4th quarter, 1909	.. 3. 25 "
408-3	.. 3rd and 4th quarters, 1909	.. 2. 40 "	666-43	.. 1st to 4th quarter, 1909	.. 3. 40 "
409-4	.. Do.	.. 2. 45 "	667-42	.. 3rd and 4th quarters, 1909	.. 3. 45 "
410-5	.. Do.	.. 2. 50 "	668-41	.. Do.	.. 3. 50 "
411-6	.. Do.	.. 2. 55 "	673-34	.. Do.	.. 3. 55 "
412-7	.. Do.	.. 3 "	676-31	.. 3rd and 4th quarters, 1909	.. 4 "
413-8	.. Do.	.. 3. 5 "	679-28	.. Do.	.. 4. 5 "
414-9	.. Do.	.. 3. 10 "	186-19	.. 4th quarter, 1909	.. 4. 10 "
415-9A	.. Do.	.. 3. 15 "	Third Cross street.		
416-10	.. Do.	.. 3. 20 "	708-67	.. 4th quarter, 1909	.. 4. 25 P.M.
417-11	.. Do.	.. 3. 25 "	709-66	.. 3rd and 4th quarters, 1909	.. 4. 30 "
418-12	.. Do.	.. 3. 30 "	710-65	.. Do.	.. 4. 35 "
420-14	.. Do.	.. 3. 40 "	711-62 to 64	.. Do.	.. 4. 40 "
422-16	.. Do.	.. 3. 45 "	712-61 to 61A	.. 4th quarter, 1909	.. 4. 45 "
424-18	.. Do.	.. 3. 50 "	714-50A	.. 3rd and 4th quarters, 1909	.. 4. 50 "
425-19	.. Do.	.. 3. 55 "	715-50 to 49	.. 4th quarter, 1909	.. 4. 55 "
427-21	.. Do.	.. 4 "	Date of Sale : Wednesday, July 6, 1910.		
Maliban street.			Third Cross street.		
434-6B	.. 3rd and 4th quarters, 1909	.. 4. 25 P.M.	726-36	.. 1st to 4th quarter, 1909	.. 2 P.M.
443-15 to 16	.. Do.	.. 4. 30 "	734-28	.. 3rd and 4th quarters, 1909	.. 2. 5 "
444-31	.. Do.	.. 4. 35 "	743-5 to 9	.. Do.	.. 2. 10 "
446-18	.. Do.	.. 4. 40 "	744-4 to 1A	.. 4th quarter, 1909	.. 2. 15 "
447-19	.. Do.	.. 4. 45 "	Fourth Cross street.		
452-24	.. Do.	.. 4. 50 "	809-110A	.. 3rd and 4th quarters, 1909	.. 2. 25 P.M.
454-26	.. Do.	.. 4. 55 "	810-110	.. Do.	.. 2. 30 "
456-28	.. Do.	.. 5 "	817-101	.. 4th quarter, 1909	.. 2. 35 "
Date of Sale : Monday, July 4, 1910.			821-98	.. 3rd and 4th quarters, 1909	.. 2. 40 "
Mitchoe's lane.			825-94	.. 4th quarter, 1909	.. 2. 45 "
457-29	.. 4th quarter, 1909	.. 2 P.M.	828-89	.. 3rd and 4th quarters, 1909	.. 2. 50 "
458-30	.. Do.	.. 2. 5 "	834-83	.. 1st to 4th quarter, 1909	.. 2. 55 "
461-33	.. 3rd and 4th quarters, 1909	.. 2. 15 "	837-80	.. 3rd and 4th quarters, 1909	.. 3 "
476-49	.. Do.	.. 2. 20 "	845-68A	.. Do.	.. 3. 5 "
457-29	.. 4th quarter, 1909	.. 2. 25 "	847-67	.. Do.	.. 3. 10 "
490-63	.. 3rd and 4th quarters, 1909	.. 2. 30 "	848-66	.. Do.	.. 3. 15 "
493-66	.. Do.	.. 2. 35 "	849-65	.. Do.	.. 3. 20 "
504-77	.. Do.	.. 2. 50 "	850-64	.. 4th quarter, 1909	.. 3. 25 "
508-81	.. Do.	.. 2. 55 "	862-52	.. 3rd and 4th quarters, 1909	.. 3. 30 "
511-84	.. Do.	.. 3 "	865-49	.. 4th quarter, 1909	.. 3. 35 "
512-85	.. Do.	.. 3. 5 "	872-42-41	.. Do.	.. 3. 40 "
516-89	.. Do.	.. 3. 10 "	873-40	.. Do.	.. 3. 45 "
519-92	.. Do.	.. 3. 15 "	881-17	.. 3rd and 4th quarters, 1909	.. 3. 50 "
520-93	.. Do.	.. 3. 20 "	889-9A	.. 4th quarter, 1909	.. 3. 55 "
523-96	.. Do.	.. 3. 25 "	Date of Sale : Thursday, July 7, 1910.		
Norris road.			Reclamation road.		
534-3	.. 3rd and 4th quarters, 1909	.. 3. 35 P.M.	19-1	.. 3rd and 4th quarters, 1909	.. 2 P.M.
537-6	.. Do.	.. 3. 40 "	20-1	.. Do.	.. 2. 5 "
545-12	.. Do.	.. 3. 50 "	22(1)-1	.. 4th quarter, 1909	.. 2. 10 "
546-13	.. Do.	.. 3. 55 "	23-90-89-91	.. 3rd and 4th quarters, 1909	.. 2. 15 "
550-15	.. Do.	.. 4 "	27-5-99-101	.. Do.	.. 2. 20 "
552-18	.. Do.	.. 4. 5 "	29-7-105-107	.. 4th quarter, 1909	.. 2. 30 "
555-21	.. Do.	.. 4. 15 "	30-8	.. 3rd and 4th quarters, 1909	.. 2. 35 "
560	.. Do.	.. 4. 20 "	31-6	.. Do.	.. 2. 45 "
567-31	.. 4th quarter, 1909	.. 4. 25 "	43-125-126	.. Do.	.. 2. 50 "
Caffre lane.			45	.. Do.	.. 2. 55 "
589-2-2A	.. 4th quarter, 1909	.. 4. 40 P.M.	50-136	.. Do.	.. 3. 5 "
593-6, 7, 7A	.. Do.	.. 4. 45 "	Bankshall street.		
First Cross street.			52-135	.. 3rd and 4th quarters, 1909	.. 3. 20 P.M.
601-48	.. 1st to 4th quarter, 1909	.. 4. 55 P.M.	53-130	.. Do.	.. 3. 25 "
604-45	.. 4th quarter, 1909	.. 5 "	54-129/44	.. 4th quarter, 1909	.. 3. 30 "
Date of Sale : Tuesday, July 5, 1910.			55-128	.. 3rd and 4th quarters, 1909	.. 3. 35 "
First Cross street.			Samara's lane.		
610-39	.. 3rd and 4th quarters, 1909	.. 2 P.M.	66-11	.. 3rd and 4th quarters, 1909	.. 3. 45 P.M.
611-36 to 38	.. Do.	.. 2. 5 "	Bankshall street.		
613-32	.. Do.	.. 2. 10 "	73D-68	.. 3rd and 4th quarters, 1909	.. 4 P.M.

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
77B-13	3rd and 4th quarters, 1909	4. 5 P.M.	Samara's lane.		
78-73-73A	4th quarter, 1909	4. 10 "	698-10	3rd and 4th quarters, 1909	3. 55 P.M.
78A-14-15	3rd and 4th quarters, 1909	4. 15 "	704-4	Do.	4 "
82-18	Do.	4. 20 "	705-5	Do.	4. 5 "
82A-19	Do.	4. 25 "	China street.		
86-58-702	Do.	4. 30 "	745-20	3rd and 4th quarters, 1909	4. 10 P.M.
87-56-57	Do.	4. 35 "	746-21	Do.	4. 20 "
89-53	4th quarter, 1909	4. 40 "	748-23	Do.	4. 25 "
90-52	Do.	4. 45 "	749-24	Do.	4. 30 "
91-50-50A-51	3rd and 4th quarters, 1909	4. 50 "	751-26	Do.	4. 35 "
92A-46-47	Do.	4. 55 "	753-28	Do.	4. 40 "
Date of Sale : Friday, July 8, 1910.			754-29	Do.	4. 45 "
Bankshall street.			762-3	Do.	4. 50 "
97-39-41	3rd and 4th quarters, 1909	2 P.M.	774-7	Do.	5 "
101-30	Do.	2. 5 "	Date of Sale : Monday, July 11, 1910.		
107-23	Do.	2. 10 "	China street.		
111-13-14	Do.	2. 15 "	775-8	3rd and 4th quarters, 1909	2 P.M.
114-10	Do.	2. 20 "	777-10	Do.	2. 5 "
Main street.			780-13	Do.	2. 10 "
123-4	3rd and 4th quarters, 1909	2. 30 P.M.	784-17	Do.	2. 15 "
138A-88	Do.	2. 35 "	Butchers' street.		
138-20-21-22	Do.	2. 40 "	786-19-20	3rd and 4th quarters, 1909	2. 35 P.M.
138B-23-24	Do.	2. 45 "	788-24	Do.	2. 40 "
140-28	Do.	2. 50 "	799-7	Do.	2. 50 "
148-37	Do.	2. 55 "	801-9	Do.	2. 55 "
149-38	Do.	3 "	802-10	Do.	3 "
150-39	Do.	3. 5 "	803-11	Do.	3. 5 "
152-41	Do.	3. 10 "	Market lane.		
154-43	4th quarter, 1909	3. 15 "	916-17-18	3rd and 4th quarters, 1909	3. 25 P.M.
155-44	3rd and 4th quarters, 1909	3. 20 "	923-7	Do.	3. 35 "
159-51	Do.	3. 25 "	925-5	4th quarter, 1909	3. 40 "
159A-51A	Do.	3. 30 "	925A-4	Do.	3. 45 "
162-54	Do.	3. 35 "	St. John's road.		
China street.			931-63	3rd and 4th quarters, 1909	4 P.M.
162A-1	3rd and 4th quarters, 1909	3. 45 P.M.	932-64	Do.	4. 5 "
Main street.			934-69	Do.	4. 10 "
163-55	4th quarter, 1909	3. 55 P.M.	936-71	Do.	4. 20 "
163A-56	Do.	4 "	937-72	Do.	4. 25 "
168-64	3rd and 4th quarters, 1909	4. 5 "	939-74	Do.	4. 30 "
185-67	4th quarter, 1909	4. 10 "	940-75	Do.	4. 35 "
186-69	Do.	4. 15 "	941-76	4th quarter, 1909	4. 40 "
187-70	3rd and 4th quarters, 1909	4. 20 "	943-78	3rd and 4th quarters, 1909	4. 45 "
190-79A	Do.	4. 25 "	Fifth Cross street.		
194-75A	Do.	4. 30 "	957-73-68-71	3rd and 4th quarters, 1909	4. 55 P.M.
198-78	Do.	4. 35 "	963-62	Do.	5 "
199-79	Do.	4. 40 "	Date of Sale : Tuesday, July 12, 1910.		
200-80-80A	4th quarter, 1909	4. 45 "	Fifth Cross street.		
208-93A	3rd and 4th quarters, 1909	4. 50 "	964-61	3rd and 4th quarters, 1909	2 P.M.
210-95-95A	Do.	4. 55 "	970-57G	Do.	2. 5 "
212-96-97	Do.	5 "	971-57F	Do.	2. 10 "
Date of Sale : Saturday, July 9, 1910.			973-57D	4th quarter, 1909	2. 15 "
Main street.			976-56-57-33-35	3rd and 4th quarters, 1909	2. 20 "
215-99A	4th quarter, 1909	2. 5 P.M.	982-22-26	Do.	2. 25 "
220-106-107	3rd and 4th quarters, 1909	2. 15 "	985-15-20	Do.	2. 30 "
Kayman's gate.			988-12	Do.	2. 35 "
177-27	3rd and 4th quarters, 1909	2. 45 P.M.	992-9A	Do.	2. 40 "
180-30	Do.	2. 55 "	Market street.		
182-32	Do.	3 "	72B-24	4th quarter, 1909	2. 55 P.M.
Front street.			Bankshall street.		
187	4th quarter, 1909	3. 5 P.M.	82B-62	4th quarter, 1909	3 P.M.
184-3	3rd and 4th quarters, 1909	3. 10 "	Main street.		
187-2	Do.	3. 15 "	125-6	3rd and 4th quarters, 1909	3. 15 P.M.
Second Cross street.			161-41-42	4th quarter, 1909	3. 20 "
633-91	3rd and 4th quarters, 1909	3. 30 P.M.			
635-89	Do.	3. 35 "			
690-14	Do.	3. 40 "			
693-11	Do.	3. 45 "			

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on March 19, 1910, at 8.30 a.m., in accordance with Notice dated March 15, 1910.

Present.—The Hon. Mr. J. P. Lewis, Chairman; Mr. E. Beven; Mr. W. D. Gibbon; Mr. W. C. Fries; Mr. E. L. Wijegoonewardene; and Mr. V. M. Saravanamuttu.

1. The minutes of proceedings of the meeting held on February 19, having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

(a) Statements of Receipts and Expenditure from close of 1909 to February 28, 1910, on account of the Municipal Fund; comprising the (No. 1) General Revenue and Consolidated Rate (Police, and Lighting), and (No. 2) Water-Rate Accounts.

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

(c) Health Officer's Report for February.

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

(e) The Reservoir Readings for February.

* Resolved—That the several statements, together with the minutes of proceedings of this meeting, as required by section 90 of the Municipal Council's Ordinance, No. 7 of 1887, and the Health Officer's report be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

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

4. Correspondence :—

(i.) Letter re electric lights contract.

Resolved—That the renewal of contract on the same terms be agreed to.

(ii.) Letter from the Superintendent of Municipal Works re repairs of ferry boats.

Resolved—That the amended estimates be sanctioned.

5. Pursuant to notice, Mr. Beven asked "If the Chairman is in a position to state why the public are excluded from the grounds of the Pavilion, a privilege conceded to them for these many years."

The Chairman said that those who had passes to go through the grounds had abused the privilege in various ways much to the annoyance of His Excellency the Governor. The exclusion of the public from the grounds was entirely due to this and was on the recommendation of the Inspector-General of Police.

6. Pursuant to notice, Mr. Beven moved that the attention of the Government be called to the inconvenience to passengers by train from and to Kandy and up-country in consequence of the absence of trains connecting the Main Line trains with trains to and from stations not on the Main Line, e.g., the 7 A.M. train from Kandy reaches Colombo at 10.50 A.M. The first train thereafter to Galle leaves Colombo at 1.30 P.M.

The 11.25 A.M. train from Kandy reaches Colombo at 3.30 P.M. while a train leaves Colombo for Galle at 3.25 P.M. The next train for Galle leaves Colombo at 6.40 P.M., and thus passengers travelling to Galle by these trains have to remain in Colombo for 3 hours.

The first train from Galle leaving at 7.15 A.M. reaches Colombo at 10.5, and has no connecting train with Kandy. The next train leaves Galle at 9 A.M. and reaches Colombo at 12.40 P.M. Passengers have to wait for the 2.15 P.M. from Colombo to go to Kandy and up-country. The next train from Galle leaves at 12.40 P.M., reaching Colombo at 4.30 P.M. The connecting train from Colombo to Kandy leaves at 6.50 P.M.

The 7.40 A.M. train from Anuradhapura reaches Polgahawela at 12.7 P.M.; while the Colombo train to Kandy leaves Polgahawela at 11.43 A.M. Passengers to Kandy have to wait till 4 P.M. for a train up-country. The next Northern Line train reaches Polgahawela at 6.30 P.M. The connecting train to Kandy leaves Polgahawela at 9.27 P.M. Passengers by the former of these trains have to wait for 4 hours and by the latter at 3 hours at Polgahawela.

Passengers by the 7 A.M. train from Kandy going to Negombo have to remain at Polgahawela from 9.6 A.M. and catch either the 9.30 A.M., which reaches Ragama at 11.10, or the 12.15 P.M. from Polgahawela, which reaches Ragama at 2.35, to go by the only available train to them at 3.5 P.M., involving altogether a detention of 4 hours. No other trains from up-country connect with the Negombo Line, except the night mail train.

A train leaves Colombo for Negombo at 5.40 P.M., passengers from Kandy by the 2 train can catch this if they go on to Colombo. Mr. Gibson seconded.—Carried unanimously.

The Chairman proposed the substitution of the words "The General Manager, C. G. R." for "Government" in the resolution, and this was agreed to.

7. Recommendation by the Medical Officer of Health.

That the cesspit privy in premises Nos. 73 and 74, Brownrigg street, be closed, and a dry-earth closet substituted therefor.

Resolved—That the recommendation be approved.

8. Recommendations of Stand Committees :—

A.—(1) That the by-laws re common lodging houses and additions to the market by-laws as amended be adopted.

C.—(2) That the Council contribute Rs. 24 (one-third cost) towards repairs to the bridge on the Meda-ela near the railway crossing at Mulgampola.

(3) That No. 3, Lady Gordon's road, purchased by the Council for default of taxes, be retained as a road reservation, and that the sum of Rs. 30 paid by Sleyrna Lebbe Marikar for its transfer be returned to him with interest thereon at 9 per cent.

(4) That the following be waived :—

(a) Rates due on No. 34, Cross street, also assessed as No. 47, Castle Hill street.

(b) Costs due on 17, Hallolluwa road for 1st, 2nd, and 3rd quarters, 1909.

(c) Rates on No. 22a, Colombo road.

(5) That the following assessments be sanctioned :—No. 32, Katukelle Lake road, Rs. 150; No. 401, Trincomalee street, Rs. 480; Nos. 402 and 403, Trincomalee street, Rs. 480; Nos. 769-778, Peradeniya road, Rs. 150; No. 780, Peradeniya road, Rs. 24; No. 781, Peradeniya road, Rs. 36; No. 782, Peradeniya road, Rs. 120; No. 73, Hallolluwa road, Rs. 480; No. 27a, Mapanawatura, Rs. 24.

(6) That the allowance of the Municipal Court Interpreter be increased from Rs. 10 to Rs. 15 a month. Increase to commence from April 1, 1910.

D.—(7) That the following estimate be sanctioned :—

Cooly lines and inspection shed for Roseneath and Amalgamated estates, Rs. 2,572 34

Mr. Wijegoonewardene moved that the recommendations be adopted. Mr. Beven seconded.—Carried.

9. Mr. Gibbon, on being furnished with the information called for at the last meeting with reference to the Municipal labour force, suggested that the attention of the Superintendent of Municipal works be called to the necessity of having a larger force to cope with the work as before.

The Chairman moved that the attention of the Superintendent of Municipal works be called to the state of his labour force which is apparently inadequate, and that he be empowered to increase the average wages of men from cents 37 77 to cents 40 in the case of good coolies. The Council was also of opinion that the proportion of children employed was excessive. Mr. Price seconded.—Carried.

10. Mr. Beven, with the leave of the Council, moved—that the members of this Council desire to place on record their appreciation of the services of the Hon. Mr. J. P. Lewis, as Chairman, and regret that his connection with the Council is about to terminate.

Mr. Saravanamuttu seconded, and was followed by Messrs. Gibbon and Wijegoonewardene, both of whom cordially supported the motion, which was unanimously carried.

The Chairman briefly thanked the members for their kind appreciation of his services to the Council.

DEPOSIT ACCOUNT, FEBRUARY 28, 1910.

	Remaining on December 31, 1909.		Receipts to the month of February, 1910.		Total.*		Disbursements to the month of February, 1910.		Remaining on February 28, 1910.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Securities ..	3,191	30	1,511	50	4,702	80	2,032	50	2,670	30
Miscellaneous ..	322	40	178	40	500	80	221	55	279	25
	<u>3,513</u>	<u>70</u>	<u>1,689</u>	<u>90</u>	<u>5,203</u>	<u>60</u>	<u>2,254</u>	<u>5</u>	<u>2,949</u>	<u>55</u>

Kandy, March 24, 1910.

VIVIAN PEREIRA, A.N.F.A. (Lond.),
Accountant.

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

Estimate No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure.		Total Expenditure.	Unexpended Balance.
		Rs.	c.	February, 1910.	Up to February, 1910.		
1	Upkeep of pavements ..	2,635	50	191	12a	493	72
2	Town streets ..	8,300	0	411	37b	804	3
3	Alutgantota and Lady Anderson's roads ..	999	0	182	66c	182	34
4	Udawattekele roads ..	2,200	0	79	94d	279	89
5	Halloluwa, Bahirawakanda, Hospital, and Huduhumpola roads ..	1,900	0	21	37e	249	30
6	Municipal buildings ..	2,160	0	158	88f	166	23
7	Watering streets ..	1,000	50	216	55g	328	24
8	Market buildings ..	1,800	0	29	59h	37	53
9	Ornamental plants ..	496	0	81	39i	131	46
10	Tools ..	600	0	59	6j	182	43
11	Bathing and dhobies' tanks ..	155	0	—	—	—	0
12	Recreation ground and esplanade ..	1,000	0	21	61k	97	90
13	Sundry minor works ..	400	0	12	47l	59	66
14	Repairs to cemetery-keeper's house ..	50	0	—	—	—	0
15	Wace park ..	435	0	16	62m	40	51
16	Recreation ground improvement ..	1,540	0	140	58n	171	19
17	Repairs to carriage and ricksha stands ..	100	0	—	—	—	0
18	Building barrel drains ..	2,209	60	—	—	—	60
19	Concreting pavements ..	566	0	—	—	—	0
20	Public seats, maintenance ..	175	0	3	98o	7	53
21	Clearing silt from Meda-ela ..	200	0	14	49p	14	51
22	Constructing a set of cooly lines ..	3,129	50	—	—	—	50
23	Lady Blake's drive ..	570	0	65	85q	65	15
24	Egg-shaped drain, Katugastota road ..	3,546	75	164	24r	180	6
25	Improvements to office ..	1,192	86	88	55s	133	96
26	New carpenters' shed ..	540	0	—	—	—	0
27	Cement concreting bed of Meda-ela ..	193	50	—	—	34	43
28	Building drain opposite jail ..	920	0	37	0t	37	0
29	Drainage ..	10,000	0	—	—	—	0
30	Room at Katukelle school ..	600	0	—	—	—	0
24/09	Retaining wall, Bahirawakande road ..	49	84	—	—	—	84
29/09	Vegetable market ..	104	87	1	20u	1	67
34/09	Incinerator for burning rubbish ..	1,099	31	209	77v	209	54
35/09	New Lewelle road ..	869	81	682	57w	683	99
36/09	Drains at back of public offices ..	3,994	19	98	67x	98	52
38/09	Boat house ..	781	72	163	6y	424	29
41/09	Fence round Ward statue ..	520	1	184	2z	188	26
	Diversion on stream ..	1,716	15	293	1ca1	485	63
A	Clearing vegetation ..	300	0	97	48b1	97	52
B	Clearing silt from side drains ..	500	0	3	0cl	3	0
C	Opening and covering in pits ..	2,880	0	183	14d1	457	5
D	Ferry approaches ..	260	0	—	—	—	0
E & F	Ferry boats ..	100	0	2	80e1	20	58
G	House of shelter ..	222	87	14	60/1	31	47
H	Maintenance of waterworks ..	4,746	0	222	36	464	27
I	Maintenance of two fountains ..	80	0	—	—	0	42
	Scavenging streets ..	14,727	32	1,090	28*	2,701	82
	Extension of waterworks ..	5,743	0	—	—	—	0
	Fire engine ..	175	0	14	50	32	86
	Lake silt ..	3,000	0	97	42	173	67
	House service ..	1,600	0	1,180	93	1,303	64

(a) 6 manhole covers made Rs. 8.02, cleared gratings Rs. 14.06, 582 yards barrel drain cleared of silt Rs. 87.39, pavement repaired Rs. 4.54, 50 lineal feet side drains rebuilt Rs. 21.87, cost of bricks and lime Rs. 35, cost of timber Rs. 14.08, cost of 2 gallons tar Re. 1.16, supervision Rs. 5 = Rs. 191.12.

(b) Metal broken Rs. 3·98, metal spread Rs. 56·01, 1½ mile side drains deepened Rs. 14·52, 1½ mile jungle cut Rs. 27·63, 1½ mile sides reduced Rs. 33·22, repaired culverts Rs. 12·76, proportionate charge of store and line watchers' wages Rs. 49·84, tools repaired Rs. 1·55, weeding Victoria Drive Rs. 6, 4 cubes earthwork in clearing quarry Rs. 5·47, stones wedged Rs. 9·83, removed ant-hills 80 cents, 20½ cubes metal piled Rs. 7·76, 20 cubes metal broken Rs. 135, cost of material Rs. 47 = Rs. 411·37.

(c) 8½ miles side drains deepened Rs. 42·42, 8½ miles sides reduced Rs. 80·12, 8½ miles jungle cleared Rs. 45·12, supervision Rs. 15 = Rs. 182·66.

(d) 12 cubes gravel excavated Rs. 4·31, 6 cubes gravel transported Rs. 7·50, 5 cubes gravel spread Re. 1·25, 1½ mile side drains deepened Rs. 8·10, 1 mile jungle cleared Rs. 6·37, 1½ mile sides reduced Rs. 11·53, 5 cubes gravel screened Rs. 4·80, forest overseer's pay for January Rs. 35, cost of 6 ekel brooms Re. 1·08 = Rs. 79·94.

(e) ½ mile side drains deepened Rs. 3·85, jungle cleared Rs. 4·91, sides reduced Rs. 12·61 = Rs. 21·37.

(f) Repaired iron work of latrines Rs. 72·05, whitewashed amblams and toll houses Rs. 80·58, whitewashed and repaired plumber's quarters Rs. 3·50, removed 2 cubes land slips at toll house, Peradeniya Rs. 2·75 = Rs. 158·88.

(g) Hire of bullocks Rs. 137·50, repaired water carts Rs. 10·95, cost of timber and materials Rs. 60·60, supervision Rs. 7·50 = Rs. 216·55

(h) Repaired marked floor Rs. 8·15, whitewashed 9 square walls Rs. 3·60, cost of materials Rs. 17·84 = Rs. 29·59

(i) Watered, pruned, and tended plants and hedges Rs. 32·42, made 4 tree guards Rs. 46·86, cost of material. Rs. 2·11 = Rs. 81·39.

(j) Cost of tools Rs. 59·06.

(k) Wages of watcher and hire of bulls for mowing machines Rs. 21·01, cost of materials 60 cents = Rs. 21·61.

(l) Bailed water and cleared well Rs. 6·47, cost of timber Rs. 6 = Rs. 12·47.

(m) Cleared and weeded ground and paths Rs. 16·62.

(n) Wages of cooly blasting rock Rs. 6, bamboos supplied 77 cents, wages of extra guards Rs. 15, cost of diets Rs. 10·69, cost of materials Rs. 108·12 = Rs. 140·58.

(o) Repaired seats Rs. 3·98.

(p) Cleared silt from Meda-ela Rs. 14·49.

(q) 1½ miles sides reduced Rs. 33·91, side drains deepened Rs. 10·69, jungle cut Rs. 11·25, supervision Rs. 10 = Rs. 65·85.

(r) 20 cubes metal broken Rs. 135, 2 cubes metal transported Rs. 2·50, 6 cubes metal piled Rs. 2·34, 130 lineal feet of drain built Rs. 21·90, sand transported Rs. 2·50 = Rs. 164·24.

(s) 6 window frames made Rs. 30·02, shifted furniture, &c., from office to Town Hall Rs. 2·94, cost of materials Rs. 55·59 = Rs. 88·55.

(t) Wages of extra guards and cost of diets Rs. 30, cost of lime Rs. 7 = Rs. 37.

(u) Levelled ground round market Rs. 120.

(v) 1 cube metal broken Rs. 3·98, made scaffolding Rs. 4·96, 6·48 cubes cement concrete Rs. 123·12, 2·26 cubes brickwork Rs. 76·84, cost of materials 87 cents = Rs. 209·77.

(w) 25 cubes earthwork Rs. 345·37, 4·68 cubes brickwork Rs. 187·20, 112 superficial feet arching Rs. 56, 18 lineal feet drain culvert Rs. 54, 3 trees cut Rs. 30, cost of 1 barrel cement Rs. 10 = Rs. 682·57.

(x) 275 lineal feet covered drain Rs. 50·92, 12 cubes earthwork Rs. 22·21, built rubble drain Rs. 8, contingencies Rs. 17·54 = Rs. 98·67.

(y) 235 lineal feet rails driven Rs. 93·55, contingencies Rs. 18·24, cost of materials 51·27 = Rs. 184·02.

(z) 1 cube stone transported Rs. 4·02, 120 superficial feet dressed stone Rs. 180 = Rs. 184·02.

(a1) Built cistern Re. 1·98, laid pipes Rs. 3·78, covered in expose pipes Rs. 23·62, repaired broken pipes Rs. 3·05, 69 cubes stone masonry Rs. 244·50, 3 cubes earthwork Rs. 3, cost of 2 barrel cement Rs. 20 = Rs. 293·10.

(b1) 1½ mile vegetation cleared Rs. 97·48.

(c1) Cleared silt from side drain Rs. 3.

(d1) Earthwork in excavating pits and covering in Rs. 183·14.

(e1) Transport of materials Rs. 2·80.

(f1) Wages of caretaker Rs. 11·20, 8 square feet whitewash Rs. 3·40 = Rs. 14·60.

G. F. BUULTJENS,
Superintendent of Works.

Health Officer's Report for February, 1910.

Scavenging.—The scavenging of the town was satisfactorily carried out during the month. Watering of the streets has helped considerably in keeping down dust.

Drainage.—The drains both surface and deep were frequently flushed and kept as clean as possible. Several complaints regarding the offensive odours arising from barrel drains have reached me. The rebuilding of the barrel drain opposite Messrs. Miller & Co's. building should be taken in hand as early as possible.

Water supply.—Good, but not sufficient.

Alleys.—By constant supervision these ill-built over-crowded tenements have been kept as clean as possible.

Laundries.—Generally well kept.

Bakeries.—Clean and well kept.

Dairies.—Well kept.

Cooly lines.—All fairly well kept.

Market.—Well kept; all food stuffs exposed for sale were of good quality.

Slaughter-house and exposing sheds.—Well kept.

Night-soil depot.—Well kept.

Eating-houses and boutiques.—All fairly well kept. The articles exposed for sale were found to be good and wholesome.

Food supply.—The food supply was good. 424 cattle, 124 buffaloes, 118 sheep, and 251 goats were slaughtered during the month.

The following organs were condemned and buried:—Cattle livers 2 and lungs 2, buffalo livers 4, goat livers 3 and lungs 22.

Public health.—The health of the town was exceptionally good. Twenty-eight cases of chickenpox and 4 cases of measles were reported.

Municipal Office,
Kandy, March 9, 1910.

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

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 149th clause of the Ordinance No. 7 of 1887, for arrears of Police and Light-rate and water-rate due on the premises, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes and costs be duly paid:—

List A/2.—Properties in Mavilmada, on Monday, June 6, 1910, commencing at the first-named premises at 8 A.M.

List B/2.—Properties in Nittawella, on Tuesday, June 7, 1910, commencing at the first-named premises at 8 A.M.

List C/2.—Properties in Siyambalagastenna, on Wednesday, June 8, 1910, commencing at the first-named premises at 8 A.M.

By order,

The Municipal Office,
Kandy, May 3, 1910.

JAS. JAYATILEKE,
Secretary.

LIST A/2.

Mavilmada.

No.	Description of Property.	Reputed Owner.
23	House and garden	Heneyagedera Kumara Heneya
32	Field	Wattagodagedera Appuhamy and others
39	Garden	Medduma Banda and others
40	House and garden	Dingiri Banda and others
43	Garden	Koralagedera Ukku Banda
45	House and garden	do.
51	Do.	Mena Heneya
53	Field	Medduma Banda
63	House and garden	Gamagedera Kiri Banda
65-67	Houses and garden	Muttu Manika and others
69	Garden	Ukku Banda, Vel-Vidane
75	Field	Koralagedera Muttu Manika
78	Do.	Ukku Banda, Vel-Vidane
79	Do.	Ran Manika's children
81	Do.	Medduma Banda
89	Do.	G. D. James Perera
90	Do.	Medduma Banda and others
91	Do.	Dingiri Banda
92	Do.	Medduma Banda and others
98	Do.	do.
103	Do.	Mudianse and others
104	Do.	Punchi Amma and others
106	Do.	Medduma Banda and others
108	Do.	do.
111	House and garden	G. D. James Perera
112	Do.	Medduma Banda
113	Garden	do.
118	Do.	Wattagodagedera Appuhamy and others
120	Do.	do.
127	House	Nugagoda Halahage Appuhamy

No.	Description of Property.	Reputed Owner.
128	Garden and house	Medduma Banda and others
129	Do.	Punchi Amma and others
130	Garden	Medduma Banda and others
132	Garden and house	Dingiri Banda
136	Garden	R. L. Razar
139	Do.	Dingiri Banda
141	Garden and house	Muttu Manika and others
145	Land	Dingiri Banda and others
147	Do.	Kiriya Heneya and others
159	Field	Appuhamy
163	Do.	Dingiri Banda and others
183	Land	Muniyandi
184	Do.	Appuhamy and others
185 to		
188	Lands	Muniyandi
191 &		
193	Do.	Medduma Banda and others
199	Garden and house	Appuhamy
202	Field	do.
204	Garden and house	Wattagodagedera Appuhamy
211	Garden	Packeer Mohamado Lebbe
212	House and garden	Una Thamby Lebbe
17	Field	Punchi Amma and others
46	House and garden	Ganitta

LIST B/2.

Nittawala.

4	House and garden	Halapitigedera Lappaya
8 & 9	Houses and garden	Appuhamy
12	House and garden	Siripina
13	Do.	Surambapanikiya
15	Garden	Appuhamy
19	House and garden	Ana Hamidu
20 & 22	Houses and garden	Badoor Deen
23	Garden	Omala Marikar
30	House and garden	Ana Zainambu
37	Garden	Manadu Thamby
38	House and garden	Habiboo
39	Do.	Alima Umma
40	Land	Surambapanikiya
42	House and garden	Kalu Manika

LIST C/2.

Siyambalagastenne.

1	Field	Ukku Banda Vedarala
3	Do.	Medduma Banda and others
9	Do.	Wattagodagedera Appuhamy
54	House and garden	Una Pathumma
55	Garden	Ukku Banda Vedarala
56	House and garden	Una Habeeboo Lebbe
58	Do.	Ana Mohamado Cassim
59	Do.	Omala Marikar
61	Do.	Ukku Banda Vedarala
66a	Garden	Jayasinghe
68	Field	Omala Marikar
73	Do.	Jayasinghe
74	Do.	Punchi Rala
75	House and garden	Kiri Banda
77	Garden	do.
84	Field	Jayasinghe
85	Do.	Punchi Nona
87	Do.	Sarana
94	Brick kiin	D. G. Gunasekera

TRADE MARKS NOTICES.

Application No. 461.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Dodwell & Co., Ltd., of Colombo, Merchants, have applied for the registration of the following Trade Mark in the name of Messrs. Anderson & Coltman, Ltd., of 5, Philpot lane, London, E.C., who claim to be the proprietors thereof in respect of substances used as food or as ingredients in food, specially desiccated coconut, in Class 42 in the Classification of Goods in the above-mentioned Regulations:—

THRONE

Application No. 462.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Capper & Sons of Colombo have applied for the registration of the following Trade Mark in the name of Messrs. William Hollins and Company, Limited, of 24-26, Newgate street, London, and Pleasley Works near Mansfield, Nottinghamshire, England, Spinners and Manufacturers, who claim to be the proprietors thereof, in respect of Articles of Clothing in Class 38 in the Classification of Goods in the above-mentioned Regulations:—

VIYELLA

Registrar-General's Office,
Colombo, May 11, 1910.

P. ARUNACHALAM,
Registrar-General.

LOCAL BOARD NOTICES.

Statement of Revenue and Expenditure of the Town of Rattota, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	..	76 7	Scavenging ..	..	137 50
Sanitary rates	..	191 70	Remuneration to assessors ..	..	7 50
Cart licenses ..	..	41 80	Commission to collectors ..	..	9 57
Butchers' licenses	..	9 50	Destroying stray dogs (cost of dog cages, &c.) ..	..	65 5
Gun licenses ..	..	0 95	Latrines, repairs to ..	..	38 0
Dog tax ..	..	3 0	Stationery and stores ..	..	0 60
Miscellaneous ..	..	10 60	Miscellaneous ..	..	0 25
			Total Expenditure ..	..	258 47
			Balance ..	..	75 15
Total ..	333	62	Total ..	333	62

F. G. TYRRELL,
Chairman.

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

Matale Kachcheri,
April 14, 1910.

S. R. MUTTUKUMARU,
Head Clerk and Auditor.

Statement of Revenue and Expenditure of the Town of Dambulla, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	..	238 48	Scavenging ..	..	90 0
Sanitary rates	..	110 86	Remuneration to assessors ..	..	2 50
Cart licenses	34 20	Commission to collectors ..	..	5 60
Gun licenses	1 90			
Dog tax	4 50	Total Expenditure ..	..	98 10
Miscellaneous	25 90	Balance ..	..	317 74
Total ..	415	84	Total ..	415	84

F. G. TYRRELL,
Chairman.

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

Matale Kachcheri,
April 14, 1910.

S. R. MUTTUKUMARU,
Head Clerk and Auditor.

Statement of Arrears in the Revenue of the Towns of Dambulla and Rattota.

DAMBULLA.		Remarks.
	Rs. c.	
Sanitary rates of 4th quarter, 1909	.. 30 82	Recovered on January 4, 1910.
RATTOTA.		
	Rs. c.	
Sanitary rates of 4th quarter of 1909	.. 47 95	Recovered on March 2 and 14, 1910.

Matale Kachcheri,
April 14, 1910.

S. R. MUTTUKUMARU,
Head Clerk and Auditor.

THE under-mentioned packages having been left in the No. 5 Bonded Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction on Tuesday, the 24th instant, at 12 noon :—

Entry No. and Date.	Vessel.	Mark.	Number and Description of Goods.
931 of February 10, 1908 ..	ss. Sardinia ..	2010 in a diamond, S T B $\frac{1}{2}$ around ..	2 cases towels
347 of April 4, 1908 ..	ss. Clan McAlister ..	G F in a diamond ..	30 cases Whisky

H. M. Customs,
Colombo, May 10, 1910.

W. T. SOUTHORN,
for Principal Collector.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following specification has been accepted :—

No. 1,120 of February 7, 1910.

Edward William Potter.—"Improvements in handlooms."

Abstract.—In a handloom consisting of a front bar, picker arms, slay and shuttle boxes, the picker arms are attached to the slay by wires and links, and stops are provided to prevent the picker arms striking the slay.

The single claim is for the stops.

Three sheets of drawings.

A. F. JOSEPH,
Acting Registrar of Patents.

THE following Patents have been sealed under "The Inventions Ordinance, 1906."

1,090.—John Isaac Solomon, Electrical Engineer, of 51, West 81st street, New York City, State of New York, United States of America.—"A process for extracting pearls from pearl-bearing mussels, oysters, and the like by centrifugal force." October 28, 1909.

1,095.—John Isaac Solomon, Electrical Engineer, of 51, West 81st street, New York City, State of New York, United States of America.—"An improved process for extracting pearls from pearl-bearing mussels, oysters, and the like." October 28, 1909.

1,096.—James Scott Turner, Engineer, and Arthur Wellesley Maxwell, merchant, both of 97, Queen Victoria street, London E.C. England.—"Improvements in or relating to the treatment of bamboo pulp and other similar materials." October 28, 1909.

1,098.—Murex Magnetic Company, Ltd., of 55 and 56, Bishopsgate street Within, London, England.—"Improvements relating to the treatment of ores." October 28, 1909.

1,099.—Murex Magnetic Company, Ltd., of 55 and 56, Bishopsgate street Within, London, England.—"Improvements relating to the treatment of ores or the like." October 28, 1909.

1,082.—John Robert Farbridge, of Beech Grove Whitley Bay, in the county of Northumberland, England, Mechanical Engineer.—"Improvements in or relating to furnaces or apparatus for supplying heated air for industrial purposes." November 4, 1909.

1,076.—George Thomas Edwards, M.B.H.I., of 7, Clive Row, Calcutta, British India, Engineer.—"Improvements in automatic means for producing gas for lighting or heating purposes from petrol or other volatile oil." November 24, 1909.

1,100.—George William Berry, of 601, Mount Alexander road, Moonee Ponds, in the state of Victoria, Australia, Mechanic.—"Improvements in Closets or Commodes." November 24, 1909.

1,101.—Ernest Wright, of St. Mary's Cottage, Waxwell lane, Pinner, Middlesex, England, Engineer.—"Improvements in machines for decorticating the fibrous leaves or stems of plants." January 11, 1910.

1,103.—John James de Fry, of Colombo, in the Island of Ceylon, Notary Public.—"Improvements in or relating to oil-vapour burners, such as used for incandescent lamps." January 11, 1910.

1,067.—Robert Cassie, of Cattaram estate, Dolosbage, planter, and Norman Armitage of Nawalapitiya, Ceylon, Engineer.—"Pressure Recording Machine." March 24, 1910.

1,104.—William Jackson, of Thorn Grove, Mannofield, Aberdeen, North Britain, Engineer.—"Apparatus for opening or loosening clotted tea leaves or other produce, and for sifting same." March 24, 1910.

1,105.—Allan Maopherson, of Mansefield, Newmilns, in the county of Ayr, Scotland, Plumber.—"Improvements in plant for the generation and storage of carburetted petrol and like gas." March 24, 1910.

1,106.—Ramchandra Moreswar Jog, proprietor of the Jog Mills and workshop, of No. 740, Sadashiv Peth in the City of Poona in the Deccan district of the Bombay Presidency in British India.—"Improvements in Casks and Barrels." March 24, 1910.

1,107.—William Jackson, of Thorn Grove, Mannofield, Aberdeen, North Britain, Engineer.—"Improvements in apparatus for drying tea leaf or other produce." March 24, 1910.

1,108.—William Jackson, of Thorn Grove, Mannofield, Aberdeen, North Britain, Engineer.—"Improvements in apparatus for drying tea leaf or other produce." March 24, 1910.

1,109.—Elektrische Dauerglühlampen G.m.b.H., of Berlin W., 57, Bulowstr, 27, Germany.—"An improved process and apparatus for regenerating carbon filament incandescent lamps." March 24, 1910.

1,110.—Richard Ames, of 17, Victoria street, Westminster, London, England, Engineer, and Tarafirma, Ltd., of 17, Victoria street, Westminster, London, England, Tarmacadam road, Contractors.—"A machine for drying, heating, and mixing tarmacadam." March 24, 1910.

1,111.—Louis Henry Raw, of "Macaquee" Molesey Park road, East Molesey, Surrey, England, Gentlemen.—"Improvements relating to the treatment of ramie and other similar substances." March 24, 1910.

1,112.—Norman Ogden, of 4, Bennie street, Brunswick, near Melbourne, in the State of Victoria, Commonwealth of Australia, Tinsmith.—"An improved automatic disinfecting closet." March 24, 1910.

1,102.—Wilfred de Cruz, of Dematagoda, Colombo, in the Island of Ceylon.—"An improved method of and apparatus for drying tea." May 3, 1910.

1,114.—Charles Cheers Wakefield, of 27, Cannon street, London, England, Merchant.—"Improvements in or relating to the treatment of Calcium Carbide." May 3, 1910.

1,116.—Victor Joseph Guinness, Chemist, of 2, Impasse Ben Nessib, Tunis.—"Process of manufacture of paper pulp from the fruit of trees of the coconut tribe." May 3, 1910.

1,118.—Samuel Davidson, of Sirocco Engineering Works, Belfast, Ireland, Merchant.—"Improvements in or relating to tea leaf rolling machines." May 3, 1910.

A. F. JOSEPH,
Acting Registrar of Patents.

ROAD COMMITTEE NOTICES.

Lantern Hill-Somerset Estate Cart 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 Lantern Hill-Somerset road for 1910-1911, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the said road as follows:—

		For 1910.	For Half of 1911.
Government moiety ..	..	Rs. 1,050·33	Rs. 525·16
Private contribution ..	..	Rs. 1,050·33	Rs. 525·17

1st and 2nd sections, 1 mile.

		For 1910.	For Half of 1911.
Total acreage ..	..	2,087½	1,704½
Moiety of cost ..	..	Rs. 262·58	Rs. 131·29
Sectional rate ..	..	·1257c.	·0770c.
Total rate ..	..	·1257c.	·0770c.

			Amount.	For Half of 1911.	Total
Proprietors or Agents.	Estates.	Acreage.	Rs. c.	Rs. c.	Amount due.
E. L. F. de Soysa (J. D. Mendis) ..	Lantern Hill ..	357 ..	44 90 ..	27 50 ..	72 40
W. S. Blacket ..	Jak Tree Hill ..	296 ..	37 23 ..	22 80 ..	60 3
Do. ..	Gertivale ..	51 ..	6 42 ..	3 93 ..	10 35

1st to 6th section, 3 miles.

		For 1910.	For Half of 1911.
Total acreage ..	..	1,383½	1,000½
Moiety of cost ..	..	Rs. 525·16	Rs. 262·58
Sectional rate ..	..	·3795c.	·2624c.
Total rate ..	..	·5052c.	·3394c.

			Amount.	For Half of 1911.	Total
Proprietors or Agents.	Estates.	Acreage.	Rs. c.	Rs. c.	Amount due.
A. J. Stephens (W. P. Hodgson) ..	Cooroondoowatta ..	459 ..	231·97 ..	155 82 ..	387 79
Do. ..	Hapugahawatta ..	120 ..	60 65 ..	40 74 ..	101 39
R. Wilson ..	Meddagodda ..	383 ..	193 56 ..	— ..	193 56

1st to 8th section, 4 miles.

		For 1910.	For Half of 1911.
Total acreage ..	..	421½	421½
Moiety of cost ..	..	Rs. 262·59	Rs. 131·30
Sectional rate ..	..	·6229c.	·3115c.
Total rate ..	..	Re. 1·1281c.	·6509c.

			Amount.	For Half of 1911.	Total
Proprietors or Agents.	Estates.	Acreage.	Rs. c.	Rs. c.	Amount due.
G. C. S. Hodgson (F. R. Bisset) ..	Somerset ..	421½ ..	475 60 ..	274 38 ..	749 98
		Total ..	1,050 33	525 17	1,575 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. W. P. Hodgson, Cooroondoowatta estate, Gampola), on or before May 18, 1910.

Provincial Road Committee's Office,
Kandy, April 27, 1910.

R. B. HELLINGS,
Chairman.

Lindula-Agra Branch road.

(Renewing Waverley Bridge.)

(Estimate No. 36 of 1910-1911.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for renewing the Waverley bridge on the Lindula-Agra road, the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportions due by each estate interested in the said bridge, as follows:—

LINDULA-AGRA BRANCH ROAD.

Government moiety ..	Rs. 2,700·00
Private contributions ..	Rs. 2,821·50

Total acreage interested—5,158 acres.
Rate per acre ·5,470c.

			Amount.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Glasgow Estate Company Ltd. (Whittall & Co.) (R. W. Kerr)	Nithsdale ..	242 ..	132 37
Portmore Tea Estate Co. Ltd. (H. A. Grigg)	Portmore ..	306 ..	167 39

			Amount.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
N. Orchard	Sandringham and Yaravale	542 ..	296 48
C. B. Lutyens & G. H. D. Elphinstone (A. L. Scott)	Mornington ..	404 ..	221 0
Ceylon Tea Plantations Co., Ltd. (A. L. Scott)	Ardallie ..	209 ..	114 33
Heirs of T. Mackie & P. Moir (W. B. Bartlett, Agent)	Lot 112,364, Powysland ..	165 ..	90 26
New Dimbula Co., Ltd. S. Payne Galway)	Diyagama ..	3,125 ..	1709 41
J. M. Sayers (E. H. Haliley)	Nutbourne ..	165 ..	90 26
			2,821 50

Which sums the proprietors, managers, or agents of the above estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 20, 1910.

Provincial Road Committee's Office, R. B. HELLINGS,
Kandy, April 29, 1910. Chairman.

Parakaduwa-Hemmingford Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 P.M., at this office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

PARAKADUWA-HEMMINGFORD BRANCH ROAD.
(Estimate No. 334 of February 15, 1910.)

Government moiety	..	..	Rs.	631.00
Private contributions	..	..	..	643.62
1st Section.					
Proprietors or Agents.	Estates.		Acreage.		
The General Tea Estates, Limited	..	Hemmingford	} Hemmingford Group	.. 1,062	
Do.	..	Alnoor			
Do.	..	Patberiya			
Do.	..	Bovilloe			
Durampitiya Rubber Co., Limited	..	Kottunnagala	..	369	
Do.	..	Patberiya	..	107	
Do.	..	Meegastenna	..	130	
Total				..	1,668
2nd section.					
The General Tea Estates, Limited	..	Hemmingford	} Hemmingford Group	.. 1,062	
Do.	..	Alnoor			
Do.	..	Patberiya			
Do.	..	Bovilloe			
Durampitiya Rubber Co., Limited	..	Kottunnagala	..	369	
Do.	..	Meegastenna	..	130	
Total				..	1,561
3rd, 4th, 5th, and 6th sections.					
The General Tea Estates, Limited	..	Hemmingford	} Hemmingford Group	.. 1,062	
Do.	..	Alnoor			
Do.	..	Patberiya			
Do.	..	Bovilloe			
Durampitiya Rubber Co., Limited	..	Meegastenna	..	130	
Total				..	1,192
7th and 8th sections.					
The General Tea Estates, Limited	..	Hemmingford	} Hemmingford Group	.. 1,062	
Do.	..	Alnoor			
Do.	..	Patberioa			
Do.	..	Bovilloe			

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

Provincial Road Committee's Office,
Ratnapura, May 11, 1910.

A. L. CROSSMAN,
for Chairman.

Ratnapura-Malwala Ferry Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910 and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 P.M., at this office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

RATNAPURA-MALWALA FERRY BRANCH ROAD.
(Estimate No. 321 of February 15, 1910.)

Government moiety	..	Rs.	2,889.00
Private contributions	..	Rs.	2,946.78

1st section.			
Proprietors and Agents.	Estates.	Acreage.	
The Mahawala Tea Estates Co., Ltd.	.. Mahawala	..	940
1st to 5th section.			
Saffragama Rubber and Tea Co., Ltd.	.. Carney	..	580

Proprietors or Agents.	Estates.	Acreage.		
N. D. P. Silva & Co.	.. Silvaland	..	1,017	
The Consolidate Tea and Lands Co., Ltd.	.. Hapugastenna Group	..	3,732	
Do.	.. Hopewell	..	233	
Do.	.. Alupolla	..	210	
Do.	.. Balakotenna, Wewelwatta	..	518	
Do.	.. Welawalamukalana	..	295	
A. H. Fernando and J. P. A. Ranawaka (lessees)	.. Agar's land	..	307	
W. D. Holland and A. H. Allenby	.. Dickmukalana	..	165	
Total				.. 7,947

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

A. L. CROSSMAN,
Provincial Road Committee's Office, for Chairman.
Ratnapura, May 11, 1910.

Glenalla-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

GLENALLA-HAVILLAND BRANCH ROAD.
(Estimate No. 343 of February 15, 1910.)

	Rs.	c.
Government moiety	2,194	0
Private contributions	2,237	88
1st section.		
Proprietors or Agents.	Estates.	Acreage.
Gangwarily Estates Co., Ltd.	Glenalla	246
1st to 3rd section.		
Edgar Smith, for George Stewart & Co.	Wataraka	565
1st to 4th section.		
Gangwarily Estates Co., Ltd.	Havilland	525
Heirs of Adikarirallaya Appuhamy	Pitakele	44
Charles Mackwood & Co.	Dedugala	382
Charles Laing	Maskeliya	155
Gangwarily Estates Co., Ltd.	Gangwarily	434
The Galaha Ceylon Tea Estates and Agency Co., Ltd.	Kelwin	944
John Drummond	Oonankanda	153
Do.	Uduwa	50
Tea Corporation, Limited, Gordon Fraser & Co. (T. W. Crowther, Kellie Group, Dolosbage, lessee)	Dotel-oya	100
		Total
		3,598

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

Provincial Road Committee's Office, A. L. CROSSMAN,
Ratnapura, May 11, 1910. for Chairman.

Dehiowita-Algoda Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

DEHIOWITA-ALGODA BRANCH ROAD.
(Estimate No. 444 of March 3, 1910.)

	Rs.	c.
Government moiety	667	00
Private contributions	680	34
Proprietors or Agents.		
	Estates.	Acreage.
Lord Chelmsford and G. C. Ingles	Densworth	547
The Sunnigama Ceylon Tea Estates Company, Ltd.	Pambegama	1,444
The Panawala Tea Co., Ltd.	Ernan and Glassel	1,111
The Nahalura Tea Estate Co., Ltd.	Nahalura	692
C. Blair and A. M. Blair	Woodend and Rangegama	992
H. A. Hayes and J. P. Anderson.	Maldeniya	618
W. Forsythe and S. L. Harries.	Yogama	1,377
		Total
		6,781

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

A. L. CROSSMAN,
Provincial Road Committee's Office, for Chairman.
Ratnapura, May 11, 1910.

Balangoda-Chetnole Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

BALANGODA-CHEETNOLE BRANCH ROAD.
(Estimate No. 322 of February 15, 1910.)

	Rs.	c.
Government Moiety	1,605	0
Private contributions	1,637	10
1st to 4th section.		
Proprietors or Agents.	Estates.	Acreage.
H. and N. Worship	Morahola	383
E. M. Leaf	Walawe	578
1st to 7th section.		
Anglo American-Direct Tea Trading Company	Chetnole	414
Do.	Maddekanda	735
Do.	Rassagala	1,660
Palavasan Kankany	Selvawatta	60
		Total
		3,830

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

A. L. CROSSMAN,
Provincial Road Committee's Office, for Chairman.
Ratnapura, May 11, 1910.

Gewilipitiya-Hatgampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Tuesday, June 7, 1910, at 2.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

GEWILIPITIYA-HATGAMPOLA BRANCH ROAD.
(Estimate No. 342 of February 15, 1910.)

	Rs.	c.
Government moiety	594	0
Private contributions	605	88
Proprietors or Agents.		
	Estates.	Acreage.
J. R. Collinson and H. Whit-ham	Yellangowrie	440
W. L. Strachan	Debatgama	487
E. G. Manisty and W. C. Whit-ham	Kalugalla	103
		Total
		1,200

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

A. L. CROSSMAN,
Provincial Road Committee's Office, for Chairman.
Ratnapura, May 11, 1910.

Ellearawa-Pinnawala Estate Road.

NOTICE is hereby given that Government having estimated the cost of maintenance of the Ellearawa-Pinnawala estate road at Rs. 4,500 during the year 1911, and up to June 30, 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, will on Tuesday, June 7, 1910, at 2.30 p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

ELLEARAWA-PINNAWALA ESTATE ROAD.

Proprietors or Agents.	Estates.	Acreage.
Heirs of W. Forbes Laurie and F. M. Laurie	.. Maratenna	.. 525
A. G. Layard and A. D. Sly	.. Detanagala	.. 450
M. Cornelis Perera	.. Cecilton	.. 372
Charles J. Marzitti	.. Kandahar	.. 245
Taynt and Company	.. Ferndale and Sher- wood	.. 399
R. J. Layard	.. Pambagolla	.. 419
	Total	.. 2,410

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, May 11, 1910.

Ellearawa-Pinnawala Estate Road.

WITH reference to the notices dated July 19, 1909, and published in *Government Gazettes* Nos. 6,320 and 6,321 of July 23 and 30, 1909, and December 9, 1909; and published in the *Government Gazettes* Nos. 6,346 and 6,347 of December 17 and 24, 1909, respectively, notice is hereby given under section 14 of the Estate Roads Ordinance, No. 12 of 1902, that the under-mentioned persons were elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road to serve from July 22, 1909, to July 22, 1911, viz.:—

Messrs. A. D. Sly (Chairman), Thomas A. de Mel, W. W. Roberts, and R. J. Layard.

Provincial Road Committee's Office, A. L. CROSSMAN,
Ratnapura, April 26, 1910. for Chairman.

Ratnapura-Malwala Ferry Branch Road.

WITH reference to the notice dated February 25, 1910, and published in the *Government Gazettes* Nos. 6,357 and 6,358 of March 4 and 11, 1910, respectively, notice is hereby given that under section 13 of the Branch Roads Ordinance, No. 14 of 1896, Messrs. George Brown, C. W. Baker, and A. M. Crabbe have been elected to serve on the Local Committee for the remainder of the term of two years ending June 30, 1911, in place of Messrs. J. S. Patterson and Hyde Bird who have left the district.

Provincial Road Committee's Office, A. L. CROSSMAN,
Ratnapura, April 26, 1910. for Chairman.