



Ceylon Government Gazette

Published by Authority.

No. 6,395 -- FRIDAY, JULY 23, 1910.

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

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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

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

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	1300	Trade Marks Notifications	—
Notices to Mariners	1307	Local Board Notices	1309
Notifications of Quarantine	—	Road Committee Notices	1313
Returns of Imports and Exports	1308	Notices affecting Small Towns	—
Railway Traffic Returns	—	Notices affecting Village Communities (Gansabhawa)	—
Patents Notifications	—	Unofficial Announcements	1261

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE AVINGTON TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE AVINGTON TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire from Mr. Cecil Shelley and Mr. S. P. Shelley the property called and known as Avington estate, situated in the Kelani Valley, in the Island of Ceylon, of the total extent of 287 acres more or less, or any portion or portions thereof at or for the price or sum of Two hundred and Fifty-five thousand Rupees (Rs. 255,000), 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 vendors and (or) their 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 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 Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand (30,000) 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
HERBERT C. BIBBY, Colombo .. .. .	.. One
G. LIONEL COX, Colombo .. .. .	.. One
F. J. DE SARAM, Colombo .. .. .	.. One
LESLIE W. F. DE SARAM, Colombo .. .. .	.. One
J. LOCHORE (by his attorney G. LIONEL COX), Colombo .. .. .	.. One
E. H. LAWRENCE, Colombo .. .. .	.. One

Witness to the above signatures at Colombo this 18th day of July, 1910:

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

ARTICLES OF ASSOCIATION OF THE AVINGTON TEA AND RUBBER COMPANY, LIMITED.

It is agreed as follows :—

1. *Table C not to apply ; Company to be governed by these Artic'es.*—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 Avington Tea and Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861 to 1909," 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 Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand (30,000) 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 shares other than that of registered holder or of any person under clause 38.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Re. 1, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, 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; 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 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 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 or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

Shareholder still liable to pay money owing at time of forfeiture.—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, 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 on sale how executed.*—Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

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

56. *Payments in anticipation of calls.*—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 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 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 specially mentioned in the notice or notices upon which it was convened.

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

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five; but this clause shall be 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 this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) 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. Walter Shakespeare, Mr. S. Payne Gallwey, Mr. George Lionel Cox, and Mr. Cecil Shelley, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

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

106. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors for such 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 Avington 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, solicitor or solicitors, attorney or attorneys, to assist in carrying on or protecting the business of the Company, on such terms, as they may consider proper, and from time to time to revoke such appointment.

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

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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. *Meetings of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

146. *Company's accounts to be 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 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 18th day of July, 1910.

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

HERBERT C. BIBBY.

G. LIONEL COX.

F. J. DE SARAM.

LESLIE W. F. DE SARAM.

J. LOCHORE (by his attorney G. LIONEL COX).

E. H. LAWRENCE.

Witness to the above signatures:

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

MEMORANDUM OF ASSOCIATION OF THE SITTAGAMA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE SITTAGAMA 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 the Sittawake, Mount Pleasant, and Ayagama estates, situate in the Districts of Kegalla and Ratnapura, and containing in extent 157 acres more or less, 21 acres more or less, and 143 acres more or less, respectively.
 - (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, cocoput 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 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.
FRANK F. ROE, Colombo	One
F. JAS. HAWKES, Colombo	One
G. E. WOODMAN, Colombo	One
F. J. DE SARAM, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
GORDON FRAZER (by his attorney G. E. WOODMAN), Colombo	One
FRED. W. TRELOAR, Colombo	One

Witness to the above signatures :

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

ARTICLES OF ASSOCIATION OF THE SITTAGAMA RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “ Company ” means “ The Sittagama 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 1909,” 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 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 shares 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 any share in accordance with these articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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 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 or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

Shareholder still liable to pay money owing at time of forfeiture.—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, 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 on sale how executed.*—Upon any such sale one Director and the Agents and Secretaries may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

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

56. *Payments in anticipation of calls.*—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 regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition, Directors to call meetings and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time

and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any 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 specially mentioned in the notice or notices upon which it was convened.

67. *Quorum to be present.*—No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more 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 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 by 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 Sittagama 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 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 George Ernest Woodman of Colombo, Frederick John Wright of Halwatura, Ingiriya, and Frederick James Hawkes of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

90a. The firm of Gordon Frazer & Co., of Colombo, or their successors, shall be the Agents and Secretaries of the Company for a term of ten years from the date of incorporation of the Company, and they shall enter into an agreement with the Company setting out the terms of their appointment.

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 and Third Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

98. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time, at any time subsequent to the Second Ordinary General Meeting, increase or reduce 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 Ayagama, Sittawake, and Mount Pleasant estates or any of them from the owners thereof.

106. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors for such 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 Ayagama, Sittawake, and Mount Pleasant estates 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. Provided that the Directors shall not have power to suspend or remove the said firm of Gordon Frazer & Co., Colombo, or their successors, from their appointment as Agents and Secretaries of the Company except in the events and in manner set forth in an agreement to be entered into between the said firm and the Company.

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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 dividend is payable.

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

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

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

AUDIT.

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

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

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

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

143. *Emuneration 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 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 18th day of July 1910.

FRANK F. ROE.

F. JAS. HAWKES.

G. E. WOODMAN.

F. J. DE SARAM.

LESLIE W. F. DE SARAM.

GORDON FRAZER (by his attorney G. E. WOODMAN).

FRED. W. TRELOAR

Witness to the above signatures:

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

MEMORANDUM OF ASSOCIATION OF THE LOWER PERAK COCONUT COMPANY, LIMITED.

1. The name of the Company is "THE LOWER PERAK COCONUT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the lessees thereof the lease of 2,000 acres of land situate at Bagan Dotah, Lower Perak, in the Federated Malay States, which is held by them on a lease in perpetuity from the Federated Malay States Government.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in the Federated Malay States or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in the Federated Malay States or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in the Federated Malay States or elsewhere, or portions thereof, as a coconut 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 coconuts, rubber, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in the Federated Malay States or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work coconut and coffee curing mills, rubber and tea factories, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market coconuts, rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in coconuts, rubber, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of coconuts, rubber, and other products, or any such business on behalf of the company, or as agents for others, and on commission or otherwise.
 - (m) To establish and carry on a dairy farm and to buy and sell live stock and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, the Federated Malay States, India, Ceylon, or elsewhere stores, shops, and places for the sale of coconuts, rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in the Federated Malay States or elsewhere, and generally to undertake the business of estate agents in the Federated Malay States and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in the Federated Malay States or elsewhere, which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees, divided into One hundred thousand shares of Ten Rupees 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 this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
GEORGE ERNEST WOODMAN, Colombo .. ..	.. One
HAROLD MEREDITH WALDOCK, Colombo .. ..	.. One
FREDERICK JAMES HAWKES, Colombo .. ..	.. One
FRANK FREEMAN ROE, Colombo .. ..	.. One
FREDERICK WILLIAM TRELOAR, Colombo .. ..	.. One
ERNEST MARK SHATTOCK, Colombo .. ..	.. One
CLEMENT KNOWLES SPENCER, Colombo .. ..	.. One

Witness to the above signatures at Colombo this twenty-fourth day of June, 1910:

OSMUND TONKS, Colombo,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE LOWER PERAK COCONUT COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand 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, and 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 or subdivide or consolidate the shares of the Company.

8. 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. 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 person who for the time being shall be the registered 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 preferential, deferred, qualified, special or other rights and privileges, annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice, specifying the number of shares to which the Shareholder is entitled, and limiting a time within which

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

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

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but 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 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.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 36 to become a Shareholder in respect of any share.

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

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

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

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

22. The certificates of shares shall be issued under the seal of the Company and signed by one Director and the Agents and Secretaries.

CALLS.

23. 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 three 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.

24. 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 cent. per annum from the day appointed for the payment thereof to the time of actual payment.

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

26. 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.

27. 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 such 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.

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

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

30. 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. The Directors 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.

32. 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 31, shall register the transferee as a Shareholder and retain the instrument of transfer.

33. 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.

34. 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.

35. 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 twenty-one days in any year.

TRANSMISSION OF SHARES.

36. The executors or administrators or the heirs of a deceased Shareholder (not being one of several joint-holders) shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

37. 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 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.

38. If any person who shall become entitled to be registered in respect of any share under clause 37 shall not, from any cause whatever, within two years 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 two years 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 also such of those rights (if any) as by these presents are expressly saved.

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 42 hereof, shall be redeemable after sale or disposal.

45. 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.

46. 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.

47. 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.

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

49. 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 the shares.

PREFERENCE SHARES.

50. 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.

51. 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 of such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

52. 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.

53. The Directors may 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; and also from time to time at their discretion 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 Rs. 150,000.

54. With the sanction of a General Meeting the Board may borrow such further sum or sums, and at such rate of interest as such meeting shall determine. A certificate under the hands of two Directors or of one Director and the Secretary, 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.

55. 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.

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

57. 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.

58. 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.

59. 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.

60. 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. 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, and upon which all calls or other sums then due have been paid.

62. 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, but any such meeting so convened shall not be held after three months from the date of such requisition.

63. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution and, if thought fit, of confirming it as a special resolution, and if the Directors do not convene a meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene a meeting.

64. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

65. The accidental omission to give any such notice to any of the members shall not invalidate any such resolution passed at any such meeting.

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

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

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

69. 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 other officers 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.

70. With the exceptions mentioned in the foregoing Articles as to 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.

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

72. 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.

73. 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.

74. No business shall be discussed at any General Meeting, except the election of a Chairman whilst the chair is vacant.

75. 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.

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

VOTING AT MEETINGS.

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

78. 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.

79. 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.

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

81. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

82. 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.

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

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

85. 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.

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

87. 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.

88. 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 shall, as nearly as circumstances will admit, be in the following form:—

The Lower Perak Coconut Company, Limited.

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

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

89. 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 votes 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.

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

91. 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.

DIRECTORS.

92. 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 of at least two 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 Three 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.

93. The first Directors shall be Montague Kelway Bamber, Lewis Borthwick Greig, George Ernest Woodman, and Francis Leonard Clements, 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.

94. 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.

95. 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 96.

96. 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.

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

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

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

105. 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.

106. 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.

107. 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.

108. The Directors shall have power to carry into effect the acquisition of the lease of 2,000 acres of land situated at Bagan Datoh, Lower Perak, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

109. 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 in 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.

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

111. The firm of Messrs. Gordon Frazer and Company or their successors shall be the Agents and Secretaries of the Company for a term of ten years from its incorporation, and shall receive remuneration for their services at the rate of Rupees Fifteen hundred per annum, and during such term of ten years shall not be liable to removal or suspension under the preceding clause.

112. 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.

113. 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.

114. The Directors shall have the 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.

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

116. It shall be lawful for the Directors, if authorized so to do by a special resolution of 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.

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

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

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

PROCEEDINGS OF DIRECTORS.

118. 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.

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

120. 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.

121. 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.

122. 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 in 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

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

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

AUDIT.

136. 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.

137. 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.

138. 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.

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

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

141. 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.

142. 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.

143. 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.

144. 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.

145. 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 may invest the same in such securities as they may select, or may place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments.

146. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

148. 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.

149. 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.

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

151. 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.

152. 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.

153. 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 Shareholder 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.

154. 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.

155. 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.

156. 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.

157. 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.

158. 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.

159. 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.

160. 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.

161. 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.

162. 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 or under the Ordinance conferred upon them.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo this twenty-fourth day of June, 1910.

GEORGE ERNEST WOODMAN.

HAROLD MEREDITH WALDOCK.

FREDERICK JAMES HAWKES.

FRANK FREEMAN ROE.

FREDERICK WILLIAM TRELOAR.

ERNEST MARK SHATTOCK.

CLEMENT KNOWLES SPENCER.

Witnesses to the above signatures this twenty-fourth day of June, 1910 :

[Third Publication.]

OSMUND TONKS, Colombo, Proctor, Supreme Court.

The Elpitiya Rubber Company of Ceylon, Limited, in Liquidation.

NOTICE is hereby given that at an Extraordinary General Meeting of the Shareholders of the above-named Company, duly convened and held on Saturday, July 9, 1910, the following resolution was passed, viz. :—

“That the Company be wound up voluntarily,” and that this resolution was duly confirmed at an Extraordinary General Meeting of the Shareholders held on Saturday, July 23, 1910.

Notice is also given that Mr. Henry Pitman Church of No. 3, Queen street, Colombo, has been appointed Liquidator of the Company.

Colombo, July 23, 1910. GEORGE STEUART & Co.,
Agents and Secretaries.

The Elpitiya Rubber Company of Ceylon, Limited, in Liquidation.

NOTICE is hereby given that the creditors of the above-named Company are required, on or before Monday, August 29, 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.

July 25, 1910.

H. P. CHURCH,
Liquidator.

Lassahena Rubber Company, Limited.

NOTICE is hereby given that the Statutory Meeting of the Shareholders of the above Company will be held at the registered office, No. 2, Prince street, Fort, Colombo, on Monday, August 8, 1910, at 10 A.M.

Business.

1. To elect Directors.
2. To appoint an Auditor.
3. To transact any other business that may be properly brought before the Meeting.

By order of the Directors,

Colombo, July 27, 1910. AITKEN, SPENCE & Co.,
Agents and Secretaries.

The Nagolle Ceylon Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders in this Company will be held at 11.30 A.M. on Monday, August 15, 1910, at the registered office of the Company, Australia Buildings, York street, Colombo, for the purpose of considering, and if thought fit, passing the following resolution with or without amendment:—

“That the Directors be and they are hereby authorized to arrange for the amalgamation of this Company with the Manikande Rubber Company, Ltd., by selling and transferring, as from July 1, 1910, the estates and lands, including leaseholds (if any) of this Company, with the buildings, factories, and fixtures thereon respectively (if any) and the crops and produce thereof, subject to existing contracts as on the said date, to a new Company to be incorporated in England under the English Companies' Acts with the object (*inter alia*) of acquiring (a) the said estates, lands, and premises of this Company and of the Manikande Rubber Company, Ltd.; (b) Kiriporuwa estate situated in Kelani Valley and Atalawa estate situated in Kelani Valley, together with the buildings, factories, and fixtures thereon respectively (if any) and the crops and produce thereof, subject to existing contracts as on the said date; and (c) any other lands and estates, including leasehold lands. In respect of estates of the above-mentioned Companies and properties at the following prices:—

This Company	..	Rs. 745,146
The Manikande Rubber Co., Ltd.	..	Rs. 325,490
The Kiriporuwa estate	..	Rs. 509,720
The Atalawa estate	..	Rs. 446,770

and in respect of any other lands and estates, including leasehold lands, which may be included in the amalgamation at such price or prices and upon such terms and conditions as the Directors may think fit, without further reference to the Company. The said purchase consideration of Rs. 745,146 payable to this Company to be payable at the option of the Shareholders in cash or in shares of the said intended new Company, or partly in cash and partly in such shares, such shares to be either part paid or fully paid.

“That the Directors be and they are hereby further authorized to approve on behalf of this Company, or to appoint some other person or persons on their behalf to approve on behalf of this Company, the terms of the Memorandum and Articles of Association of the said intended new Company, and to enter into and sign and execute all agreements, transfers, and other documents that may be requisite or necessary for giving effect to the said intended amalgamation and sale, as the Directors may think fit, and to do all things necessary for the completion of the said amalgamation and sale.”

By order of the Directors,

Colombo, July 27, 1910. CARSON & Co.,
Agents and Secretaries.

The Manikande Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders in this Company will be held at 12 noon on Monday, August 15, 1910, at the registered office of the Company, Australia Buildings, York street, Colombo, for the purpose of considering, and if thought fit, passing the following resolution, with or without amendment:—

“That the Directors be and they are hereby authorized to arrange for the amalgamation of this Company with the Nagolle Ceylon Rubber Company, Limited, by selling and transferring, as from July 1, 1910, the estates and lands, including leaseholds (if any) of this Company, with the buildings, factories, and fixtures thereon respectively (if any), and the crops and produce thereof, subject to existing contracts as on the said date, to a new Company to be incorporated in England under the English Companies' Acts with the object (*inter alia*) of acquiring the said estates, lands, and premises of this Company and of the Nagolle Ceylon Rubber Company, Limited; (b) Kiriporuwa estate situated in Kelani Valley and Atalawa estate situated in Kelani Valley, together with the buildings, factories, and fixtures thereon respectively (if any) and the crops and produce thereof, subject to existing contracts as on the said date; and (c) any

other lands and estates, including leaseholds lands. In respect of estates of the above-mentioned Companies and properties at the following prices:—

This Company	..	Rs. 325,490
The Nagolle Ceylon Rubber Co., Ltd.	..	Rs. 745,146
The Kiriporuwa estate	..	Rs. 509,720
The Atalawa estate	..	Rs. 446,770

and in respect of any other lands and estates, including leasehold lands which may be included in the amalgamation at such price or prices and upon such terms and conditions as the Directors may think fit, without further reference to the Company. The said purchase consideration of Rs. 325,490 payable to this Company to be payable at the option of the Shareholders in cash or in shares of the said intended new Company, or partly in cash and partly in such shares, such shares to be either part paid or fully paid.

“That the Directors be and they are hereby further authorized to approve on behalf of this Company, or to appoint some other person or persons on their behalf to approve on behalf of this Company, the terms of the Memorandum and Articles of Association of the said intended new Company, and to enter into and sign and execute all agreements, transfers, and other documents that may be requisite or necessary for giving effect to the said intended amalgamation and sale, as the Directors may think fit, and to do all things necessary for the completion of the said amalgamation and sale.”

By order of the Directors,

Colombo, July 27, 1910. CARSON & Co.,
Agents and Secretaries.

The Palmerston Tea Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Palmerston Tea Company, Limited, will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, at noon on Monday, August 15, 1910, for the purpose of considering, and, if thought fit, passing the following resolution:—

“That Article 5A be deleted and the following Article be substituted in lieu thereof:—‘The Company may by special resolution subdivide or consolidate its shares or any of them.’”

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution to a Second Extraordinary Meeting which will be subsequently convened.

By order of the Board,

Colombo, July 27, 1910. BOIS BROTHERS & Co.,
Agents and Secretaries.

The Ceylon General Steam Navigation Company, Limited.

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of the Shareholders of the above-named Company will be held at the offices of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Monday, August 15, 1910, at 8.30 A.M., for the following purposes:—

- (1) To receive the report of the Directors and the statement of accounts to June 30, 1910.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To transact any other business that may be duly brought before the Meeting.

Notice is also hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at the offices of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Monday, August 15, 1910, at 9 A.M., for the purpose of considering, and, if thought fit, passing the following resolution:—

“That the Ceylon General Steam Navigation Company Limited, be wound up voluntarily.”

By order of the Directors,

Colombo, July 29, 1910. COLOMBO COMMERCIAL CO., LTD.,
Agents and Secretaries.

240 In the Matter of the Panagula Rubber Company, Limited.

NOTICE is hereby given that at an Extraordinary General Meeting of the above-named Company, duly convened and held at Hatton House, Hatton, on July 9, 1910, the following special resolution was duly passed, and at a subsequent Extraordinary General Meeting of the Shareholders of the said Company, also duly convened and held at the same place on July 23, 1910, the following resolution was duly confirmed, viz.: "That the Panagula Rubber Company, Limited, be wound up voluntarily;" and at such last-mentioned Meeting Mr. Forbes Griffith Saunder, of Nuwara Eliya, was appointed Liquidator for the purpose of the winding up.

S. P. BLACKMORE, Chairman.
July 25, 1910. F. LIESCHING, Secretary.

In the District Court of Colombo.

41-100 Charles Michael Keyser and (2) Catherine Georgiana Keyser (husband and wife), both of Moratuwa, in the Palle pattu of Salpiti korale. Plaintiffs.
No. 26,097 C. Vs.

Kariakkarawanapatabendi Maha Vidanalage Don Johanis Ferdinando *alias* Don John Solomod Ferdinando of Rawatawatta in Moratuwa, in the Palle pattu of Salpiti korale. Defendants.

UNDER and by virtue of the decree entered of record in the above case, I am directed by the District Court of Colombo, to sell by public auction on Saturday, August 20, 1910, at 5 P.M., at the spot, the following property, specially and primarily mortgaged with the plaintiffs by the defendant above-named and ordered to be sold by me under the said decree, for the recovery of the sum of Rs. 2,000, being the balance amount of the decree still due, with interest and cost of suit, to wit:—

All that allotment of land called and known as Ketakela-gahawatta, situated at Rawatawatta in Moratuwa, in the Palle pattu of Salpiti korale, in the District of Colombo, together with the buildings and trees and plantation thereon, in extent 2 roods 1 63/100 square perches more or less.

No. 116, Hulftsdorp, G. EMANUEL DABERA,
Colombo, July 6, 1910. Auctioneer.

In the District Court of Colombo.

Ganegoda Appuhamillage Don Hendrick Appuhamy of Maradana in Colombo. Plaintiff.
No. 29,655 C. Vs.

(1) Raffieth Umma and (2) Wappu Marikar Hadjar Abdul Jabbar, wife and husband, both of No. 43, Grandpass in Colombo. Defendants.

BY virtue of the decree entered of record in the above action, I shall offer for sale, by public auction, on Wednesday, August 24, 1910, at 5 P.M. on the spot:—

All that house and ground bearing assessment No. 1, Fishers' Lane Second (opposite the Racquet Court), in the Pettah of Colombo, in extent 1 and 73/100 square perches (more or less), specially and primarily mortgaged with the plaintiff and declared bound and executable under the said decree, for the recovery of the sum of Rs. 1,131 with interest and costs of suit and ordered to be sold by me.

For inspection of title deeds and further particulars apply to C. Dias, Esq., Proctor, or to—

No. 116, Hulftsdorp, G. EMANUEL DABERA,
Colombo, July 26, 1910. Auctioneer.

BY virtue of a commission issued to me in partition case No. 10,012 of the District Court of Galle, I shall sell by public auction on Tuesday, September 13, 1910, commencing at 2 P.M. at the spot, the following valuable premises, to wit:—

1. All that the upstairs boutique bearing assessment No. 112, being lot B of Mr. Gunasekera's plan and is situate at Main street, Galle bazaar.

2. All that upstairs boutique bearing assessment No. 111, being lots A and C of Mr. Gunasekera's plan and is situate at ditto, both adjoining together.

The said premises will be sold first among owners at the appraised value, and if not purchased by any one of them, at a price above the appraised value, the same will be put up for sale amongst the public to the highest bidder.

Galle, July 25, 1910. J. E. GOONEWARDENE,
Auctioneer.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office on Saturday, June 18, 1910.

The Council met this day at 2 P.M., pursuant to notice dated June 13, 1910.

Present:—Mr. C. M. Lushington, Chairman; Mr. D. G. Goonewardena; Dr. E. Ludovici; Mr. F. E. Abeysundara; Mr. M. Macan Markar; Mr. H. F. Tomalin; Mr. A. C. Hayley; Mr. F. Perera; and Mr. D. W. Subasinha.

The Minutes of the General Meeting held on May 14, 1910, copies of which were sent to each Member of Council, were taken as read.

Resolved—That the Minutes of the General Meeting of May 14, 1910, be confirmed.

1. Pursuant to notice Mr. D. W. Subasinha moved—That in view of the present unsatisfactory condition of the street lighting, steps be taken to have the terms of the contract fully complied with by the contractor. Mr. D. G. Goonewardena seconded.—Carried.

2. Pursuant to notice the Chairman moved—With reference to the Hon. the Colonial Secretary's letter No. 52 of March 19, 1910, to the Hon. the Principal Collector of Customs, and in view of the fact that Government will be benefited by the supply of water free for the Railway, and also that the work, until it is handed over to the Municipal Council is entirely a Government work, carried out by Government Officers, that the Government be asked to waive its claim to Customs duty as well as to warehouse rent on the pipes, which had to be stacked for a few days after landing on the road-side facing the Customs premises in such a manner as not to cause any block in the Customs premises.—Dr. E. Ludovici seconded.—Carried unanimously.

3. Submitted letter No. 8 dated May 19, 1910, from the Hon. the Colonial Secretary, conveying His Excellency the Governor's grateful acknowledgment and appreciation of the resolution of condolence at the lamented death of His Most Gracious Majesty King Edward the Seventh.—Read.

4. Papers *re* Census of 1911.—Resolved that the papers be circulated.

5. Submitted following papers in connection with the new water supply scheme : (1) Water from Bikke reservoir for testing pipes of new water supply scheme.

Resolved—That the matter do lie over for the present, it being understood that the Bikke reservoir will be served by the new water supply scheme at a much earlier date than anticipated.

(2) Change of stop valve from New Gate, Fort, to Matara-Wakwella road junction.

Resolved—That the matter do lie over for one month.

(3) Letter No. 343 dated June 9, 1910, from Provincial Engineer, Southern Province, *re* standposts, &c., referred to in resolution of Council No. 5, dated April 18, 1910.—Read.

6. Interim report of the Special Committee appointed on March 12, 1910, to deal with all matters connected with the new water supply scheme.

Resolved—That the report be adopted and that Government be requested to cause the additional work to be undertaken and completed along with the present scheme ; (2) that the cost of the works be added to the existing estimate and that the loan be increased accordingly ; (3) failing the consent of Government as regards the inclusion of the additional cost in the loan, that the amount be met from the Council's current revenue.

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

(1) Statement of Receipts and Disbursements for May, 1910.

(2) Progress Report of Works to end of May, 1910.

(3) Sanitary Officer's report for May, 1910.

(4) Report of Inspector of Vehicles and Animals on Carriages plying for hire during the month of May, 1910.

(5) Diary of Sanitary Officer.

(6) Diary of Manager, Health Department.

Confirmed :

C. M. LUSHINGTON,
Chairman.

The Municipal Office,
Galle, July 9, 1910.

Statement of Receipts and Disbursements on account of the Municipal Fund from January 1 to June 30, 1910.

REVENUE.

	Estimated Revenue for 1910.		Receipts to June 30, 1910.			Estimated Revenue for 1910.		Receipts to June 30, 1910.		
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	
Balance brought forward ..	—		43,785	15						
I.—TAXES.										
1 Commutation under Road Ordinance ..	12,500	0	12,677	0						
2 Taxes on vehicles and animals ..	8,000	0	7,180	50						
3 Taxes on vehicles and animals—costs ..	40	0	—							
4 Dog tax ..	700	0	525	0						
II.—ASSESSMENT ACCOUNT.										
5 Lighting rate ..	5,300	0	2,721	11						
6 Assessment rate ..	17,000	0	10,360	37						
7 Water-rate ..	4,500	0	2,856	51						
8 Lighting, assessment, and water-rate costs ..	500	0	295	11						
III.—LICENSES.										
9 Stamp duty on carriages for hire	700	0	292	50						
10 Stamp duty on hackeries for hire	400	0	513	73						
11 Stamp duty on jinrickshas for hire	75	0	53	63						
12 Stamp duty on carts for hire ..	900	0	961	30						
13 Stamp duty on boats for hire ..	250	0	266	18						
14 Stamp duty on firearms ..	25	0	65	15						
15 Stamp duty on intoxicating liquors ..	2,500	0	6	82						
16 Stamp duty on butchers' licenses	50	0	48	75						
17 Stamp duty on licenses to slaughter cattle ..	5	0	3	9						
18 Stamp duty on Supreme Court proctors ..	300	0	351	0						
19 Stamp duty on District Court proctors ..	450	0	394	87						
20 Stamp duty on notaries' certificates ..	85	0	87	75						
21 Stamp duty on licenses for arrack taverns ..	4,500	0	2,646	88						
22 Licenses for sale of poisons ..	5	0	4	87						
23 Licenses to auctioneers and brokers ..	260	0	240	0						
24 Licenses to remove petroleum ..	100	0	83	50						
25 Motor cars and drivers' licenses	125	0	250	0						
26 Licenses for offensive and dangerous trades ..	150	0	33	50						
IV.—FINES.										
27 Judicial fines ..	2,000	0	1,323	2						
V.—TOLLS.										
28 Paradowawatta and Morawak korale roads ..	12,155	0	5,798	38						
29 Gintota toll ..	6,875	0	2,366	72						
VI.—SLAUGHTER-HOUSES.										
30 Slaughter-house fees ..	500	0	300	0						
31 Pounding and feeding cattle and goats ..	700	0	511	29						
32 Special licenses to slaughter cattle, goats, and pigs ..	30	0	4	75						
VII.—HEALTH DEPARTMENT.										
33 Sale of disinfectants ..	25	0	12	10						
34 Conservancy of dry-earth closets	6,550	0	3,649	2						
VIII.—MARKETS.										
35 Fish market and auction shed ..	12,100	0	3,985	22						
36 Meat market bazaars ..	450	0	225	0						
37 Green market bazaars ..	2,124	0	1,062	0						
38 Fruit market bazaars ..	2,610	0	1,223	82						
39 Refuse meat market, bazaars ..	126	0	63	0						
40 Fort market ..	350	0	184	75						
41 Dewate market ..	151	0	70	80						
42 Kaluwella market ..	150	0	77	0						
43 Betel sheds ..	430	0	258	30						
44 Private markets ..	400	0	202	50						
IX.—RENTS.										
45 Bathing and drinking wells, Talbot town ..	250	0	62	50						
46 Room in Pavilion ..	24	0	24	0						
47 Pavilion ..	60	0	—							
48 Encroachment—ticket of occupancy ..	1	0	1	0						
49 Victoria park tennis court ..	55	0	24	75						
50 Office verandah ..	12	0	6	0						
51 Boutiques and verandahs of boutiques in meat market bazaars ..	166	0	77	82						
52 Fruit trees ..	236	0	40	0						
X.—MISCELLANEOUS.										
53 Sale of fare tables ..	70	0	53	25						
54 Sale of enamelled numbered plates for carts ..	500	0	314	0						
55 Metal tickets for dogs ..	175	0	73	75						
56 Sale of building applications ..	10	0	6	88						

	Estimated Revenue for 1910.	Receipts to June 30, 1910.		Estimated Revenue for 1910.	Receipts to June 30, 1910.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
57 Sale of manure ..	10 0	2 50			
58 Sale of unserviceable articles ..	25 0	—			
59 Sale of house rubbish ..	80 0	80 0			
60 Interest ..	500 0	819 38			
61 Fees for testing weights and measures ..	25 0	34 0			
62 Fees for notice boards ..	45 0	30 50			
63 Sundry receipts ..	250 0	122 2			
64 Surplus account from sale of unclaimed stray cattle ..	20 0	22 56			
65 Opium ..	20,500 0	11,847 0			
66 Licenses to graze cattle ..	400 0	278 0			
67 Fees for decorations, pandals, &c. ..	25 0	20 0			
68 Government contribution for building new Segregation Camp and Infectious Diseases Hospital ..	5,000 0	5,000 0			
			XI.—CEMETERY.		
			69 Burial fees, &c. ..	300 0	158 0
			Total ..	135,885 0	127,119 85
			DEPOSIT ACCOUNT.		
			Balance brought forward ..	—	11,502 8
			Security ..	—	5,648 33
			Police Court fines ..	—	598 0
			Miscellaneous ..	—	2,168 56
			Total ..		19,916 97
			Grand Total ..		147,036 82

EXPENDITURE.

	Estimated Expenditure for 1910.	Disbursements to June 30, 1910.		Estimated Expenditure for 1910.	Disbursements to June 30, 1910.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
I.—NON-EFFECTIVE CHARGES.					
1 Pensions ..	1,339 23	669 69			
2 Fee for audit of accounts ..	1,000 0	500 0			
3 Maintenance of police ..	13,000 0	6,494 10			
4 Interest and sinking fund on loan for waterworks ..	3,500 0	—			
5 Interest and sinking fund on loan for sanitary improvements ..	2,225 0	1,127 50			
II.—SALARIES AND EXPENSES OF DEPARTMENTS.					
6 Chairman ..	500 0	250 4			
III.—SECRETARIAT.					
<i>Personal Emoluments.</i>					
7 Salaries ..	9,388 0	4,545 63			
8 Allowances ..	840 0	390 0			
9 Commission to road tax collectors ..	1,500 0	21 15			
10 Commission for assessing properties ..	20 0	—			
11 Commission to lighting rate collectors ..	350 0	80 7			
12 Commission to assessment rate collectors ..	1,050 0	199 71			
13 Commission to water-rate collectors ..	275 0	53 80			
<i>Other Charges.</i>					
14 Refunds ..	50 0	99 93			
15 Advertisements ..	250 0	23 50			
16 Printing ..	1,500 0	671 71			
17 Stationery ..	350 0	181 25			
18 Furniture ..	100 0	37 70			
19 Petty expenses ..	150 0	100 0			
20 House numbers ..	20 0	—			
21 Uniform for inspectors and others ..	250 0	—			
22 Miscellaneous ..	500 0	117 40			
23 Rent of Municipal Office ..	300 0	300 0			
IV.—VEHICLES AND ANIMALS DEPARTMENT.					
<i>Personal Emoluments.</i>					
24 Salaries ..	180 0	90 0			
25 Allowance ..	8 0	4 0			
26 Commission to vehicle and animal tax collectors ..	50 0	15 25			
27 Commission on fines to inspectors ..	125 0	35 99			
			<i>Other Charges.</i>		
			28 Badges, tin and enamelled plates, fare tables, tickets for dogs, tickets for grazing cattle, painting and numbering of carriages ..	1,000 0	239 14
			29 Seizure and destruction of dogs ..	500 0	74 22
			V.—JUDICIAL.		
			<i>Personal Emoluments.</i>		
			30 Salaries ..	1,000 0	291 74
			31 Allowance ..	60 0	30 0
			<i>Other Charges.</i>		
			32 Costs in legal proceedings ..	50 0	23 0
			VI.—MARKETS.		
			<i>Personal Emoluments.</i>		
			33 Salaries ..	654 0	327 0
			<i>Other Charges.</i>		
			34 Rent of Fort market ..	240 0	80 0
			VII.—SLAUGHTER-HOUSES.		
			<i>Personal Emoluments.</i>		
			35 Salaries ..	480 0	210 0
			<i>Other Charges.</i>		
			36 Grass for cattle and goats ..	450 0	254 92
			VIII.—FIRE BRIGADE.		
			<i>Personal Emoluments.</i>		
			37 Salaries ..	360 0	90 0
			<i>Other Charges.</i>		
			38 Repairs, &c., to fire engine ..	50 0	—
			IX.—TIME GUN.		
			<i>Personal Emoluments.</i>		
			39 Salaries ..	60 0	25 0
			<i>Other Charges.</i>		
			40 Repairs, gunpowder, &c. ..	425 0	144 71
			X.—LIGHTING.		
			<i>Other Charges.</i>		
			41 Lighting Fort and suburbs ..	9,000 0	4,124 34

	Estimated Expenditure for 1910. Rs. c.	Disburse- ments to June 30, 1910. Rs. c.		Estimated Expenditure for 1910. Rs. c.	Disburse- ments to June 30, 1910. Rs. c.		
XI.—CEMETERY.			XVI.—PUBLIC WORKS DEPARTMENT.				
<i>Personal Emoluments.</i>			<i>Personal Emoluments.</i>				
42 Salaries ..	660 0	328 38	68 Salaries ..	5,776 0	2,769 74		
<i>Other Charges.</i>			69 Allowances ..	510 0	255 0		
43 Upkeep of cemetery, &c. ..	100 0	—	<i>Public Works—Annually Recurrent.</i>				
XII.—SANITARY DEPARTMENT.			70 Watering streets ..	500 0	405 4		
<i>Personal Emoluments.</i>			71 Whitewashing markets ..	164 0	57 0		
44 Salaries ..	5,664 0	2,532 0	72 Upkeep of town clock and tower	50 0	11 90		
45 Allowances ..	1,000 0	490 0	73 Repairs to carts ..	500 0	288 25		
<i>Other Charges.</i>			74 Tools ..	200 0	0 75		
46 Prevention of infectious diseases	1,000 0	—	75 Upkeep of roads ..	12,000 0	3,710 18		
47 Contingencies ..	100 0	83 50	76 Upkeep of bridges ..	600 0	592 46		
48 Analysis of water and food stuffs	100 0	40 50	77 Upkeep of Municipal buildings..	1,250 0	273 11		
49 Anti-mosquito brigade ..	1,000 0	1,166 89	78 Cleaning canals ..	1,000 0	270 90		
XIII.—SCAVENGING.			79 Upkeep of drainage, Fort ..	500 0	19 9		
<i>Personal Emoluments.</i>			80 Upkeep of drainage, suburbs ..	1,000 0	411 73		
50 Salaries ..	2,484 0	1,195 99	81 Windmill ..	270 0	220 45		
<i>Other Charges.</i>			82 Conservancy, Victoria park ..	100 0	163 50		
51 Contingencies ..	100 0	50 60	83 Repairs to buildings, &c., in the Segregation Camp and Infectious Diseases Hospital, Dadalla ..	500 0	256 67		
52 Scavenging Fort (draught cattle, 4 pairs and drivers) ..	2,700 0	900 0	84 Re-building bridge over Keppu-ela ..	656 70	—		
53 Scavenging suburbs ..	4,440 0	2,115 0	<i>Public Works Extraordinary.</i>				
XIV.—HEALTH DEPARTMENT.			85 Minor works ..	1,000 0	25 0		
<i>Personal Emoluments.</i>			86 New works and buildings ..	1,000 0	—		
54 Salaries ..	6,834 0	3,398 45	87 Keppu-ela retaining wall ..	2,500 0	205 0		
55 Allowances ..	210 0	105 0	88 Acquisition of land ..	5,000 0	—		
56 Commission to latrine fees collector ..	325 0	70 92	89 New carts (scavenging, night soil, and water) ..	750 0	240 0		
<i>Other Charges.</i>			90 Extension of street lighting ..	1,000 0	49 34		
57 Buckets ..	1,000 0	332 58	91 New buildings, fence, roads, &c., Segregation Camp and Infectious Diseases Hospital, Dadalla ..	2,000 0	—		
58 Disinfectants ..	1,000 0	390 47	92 Extension of water supply to Segregation Camp and Infec- tious Diseases Hospital, Dadalla (1st instalment) ..	3,000 0	6,000 0		
59 Coir dust and transport ..	294 0	136 0	93 New drains ..	3,000 0	265 66		
60 Coconut husks ..	144 0	72 0	94 New public latrines ..	—	—		
61 Digging trenches and construc- tion of roads at night soil depot	1,500 0	50 20	95 New water supply scheme ..	—	25,543 97		
62 Contingencies ..	200 0	84 46	Total ..	133,116 93	79,566 8		
63 Draught cattle (7 pairs and drivers for carts) ..	3,150 0	1,575 0	DEPOSIT ACCOUNT.				
XV.—WATERWORKS.			Security ..	—	5,005 0		
<i>Personal Emoluments.</i>			Police Court fines ..	—	656 50		
64 Salaries ..	576 0	283 60	Miscellaneous ..	—	5,790 57		
65 Allowance ..	60 0	30 0	Total ..	11,452 7			
<i>Other Charges.</i>			Grand Total ..	91,018 15			
66 Conservancy of Bikke reservoir ..	300 0	136 16	DEPOSIT ACCOUNT.				
67 Repairs, &c., to waterworks ..	200 0	41 45	Remaining on May 31, 1910.	Receipts during June, 1910.	Total.	Disburse- ments during June, 1910.	Remaining on June 30, 1910.

DEPOSIT ACCOUNT.

	Remaining on May 31, 1910.	Receipts during June, 1910.	Total.	Disburse- ments during June, 1910.	Remaining on June 30, 1910.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Security ..	7,235 83	110 0	7,345 83	—	7,345 83
Police Court fines ..	74 50	79 75	154 25	76 0	78 25
Miscellaneous ..	1,081 82	205 4	1,286 86	246 4	1,040 82
Total ..	8,392 15	394 79	8,786 94	322 4	8,464 90

BANK BALANCE ON JUNE 30, 1910.				Amount.
				Rs. c.
In Fixed Deposit, on account Current Revenue	..	..	..	10,000 0
Do. Security of Contractors, &c.	..	..	..	5,520 83
Current Account	..	..	..	40,537 84
Total ..				56,058 67

The Municipal Office,
Galle, July 9, 1910.

D. M. MOREIRA,
Secretary.

Progress Report of Works done brought up to June 30, 1910.

	Amount of		Expenditure in		Expenditure		Balance.	
	Vote.		June, 1910.		up to		June 30, 1910.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Upkeep of roads	12,000	0	879	94	4,590	12 <i>t</i>	7,409	88
Upkeep of bridges	600	0	—	—	592	46 <i>b</i>	7	54
Repairs to waterworks	200	0	4	25	45	20 <i>c</i>	154	80
Repairs to carts	500	0	—	—	288	25 <i>d</i>	211	75
Upkeep of Municipal buildings	1,250	0	25	47	297	98 <i>e</i>	952	2
Upkeep of drainage, Fort	500	0	2	0	19	9 <i>f</i>	480	91
Upkeep of drainage, suburbs	1,000	0	8	0	411	73 <i>g</i>	588	27
Keppu-ela retaining wall	2,500	0	—	—	205	0 <i>h</i>	2,295	0
Extension of street lighting	1,000	0	450	48	493	77 <i>i</i>	506	23
Windmill	270	0	—	—	220	45 <i>j</i>	49	55
Repairs to building, segregation camp	500	0	2	40	256	67 <i>k</i>	243	33
Minor works	1,000	0	—	—	25	0 <i>l</i>	975	0
New drains	3,000	0	125	37	391	3 <i>m</i>	2,608	97
Rebuilding Fort bridge	650	70	—	—	52	73 <i>n</i>	597	97
New carts	750	0	—	—	240	0 <i>o</i>	510	0

(a) Metalled 105½ lines, gravelled 44½ lines, cleared jungle and trimmed and reduced sides 1,089¼ lines, cleared drains 1,055½ lines, procured 273 cubes of metal and cubes of gravel 200, patched with metal 113 squares, patched with gravel 41 squares, repaired culverts.

(b) Repair of bridges, cost of bridge planks, and building a temporary bridge across Keppu-ela.

(c) Repairs of water service post, cost of brass mesh, fixing brass wire to Bikke, and repairs to service pipe.

(d) Repairs to nine scavenging carts, three water carts, two iron hand carts, six latrine carts, and one barrel cart.

(e) Repairs to betel shed near Police Court, slaughter-house, cost of na planks, ladies' sea-bathing place, repairs to latrines, and cleared urinal pipe.

(f) Repairs of drains.

(g) Repairs of drains, fish market, Cross street, Sea street, and bazaa triangle drain.

(h) Building Keppu-ela retaining wall.

(i) Fixing lamps, &c., and cost of Autolux lamp.

(j) Repair of windmill.

(k) Repairs of building, Segregation Camp, Infectious Diseases Hospital at Dadalla, cost of barbed wire and milla posts.

(l) Repair of wooden receptacles.

(m) Improving Pettigalle-ela and cost of coconut pegs.

(n) Repair of foot bridge.

(o) Built three iron hand carts.

The Municipal Office,
Galle, July 9, 1910.

D. M. MOREIRA,
Secretary.

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

Scavenging was well attended to.

Drainage.—Unsatisfactory.

Water supply.—Drinking water from Labuduwa was good.

Alleys were kept clean.

Bakeries were kept in good order.

Markets.—Well kept.

Cattle.—287 cattle and 173 goats were passed during the month.

Slaughter-house and cattle shed were well kept.

Latrines were well kept.

General Health.—Six cases of dysentery and one case of measles were reported during the month.

A. LUDOWYK,
Health Officer.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on June 18, 1910, at 8.30 a.m., in accordance with Notice dated June 14, 1910.

Present :—The Hon. Mr. R. B. Hellings, Chairman ; Mr. E. Beven ; Mr. W. D. Gibbon ; Dr. G. P. Schokman ; Mr. W. C. Price ; Mr. E. L. Wijegoonewardana ; and Mr. V. M. Saravanamuttu.

The Minutes of Proceedings of the Meeting held on May 21 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 May 31, 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 May.
- (d) Statement of Cases instituted by the several Inspectors and of Work done by the Municipal Magistrate during the month of May.
- (e) The Reservoir Readings for May.

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, dairies, standpipes, and house service taps inspected during May.

4. Correspondence :—

(i.) Letter No. 9 of May 27, 1910, from the Hon. the Colonial Secretary, acknowledging receipt of letter forwarding resolution of Council expressing sympathy at the lamented death of His Most Gracious Majesty King Edward VII.—Read.

(ii.) Letter from the Resident Engineer, Colombo Gas and Water Co., in reply to representation by Council that the street lighting was very unsatisfactory.—Read.

A sum of Rs. 200 was voted for the purchase of a voltmeter for the use of the Superintendent of Works.

(iii.) Letter of June 17 from the Superintendent of Works inquiring whether the vote of Rs. 5,000 for the extension of the water service is to be divided equally between Peradeniya road and Katugastota road.

Resolved—That half the amount be spent on extensions along Peradeniya road and half on extension along Katugastota road.

5. Papers *re* the proposed bridge across the Kandy lake.

Resolved—That the bridge be not undertaken.

6. An estimate from the Superintendent of Municipal Works for widening and deepening drain of the path connecting the old Cemetery road with Lady Horton's.

Resolved—That the estimate of Rs. 57 be sanctioned.

7. Recommendation by the Health Officer that the cesspit privy in premises No. 1,000, Peradeniya road, be closed and a dry-earth closet substituted therefor.

Resolved—That the recommendation be adopted.

8. Recommendations of Standing Committees.

Law and General.

(1) That Mr. H. Keyt be asked to survey the encroachments by Sri Sumana Unnanse on Council land at Nittawela.

Finance and Assessment.

(2) That the claim against the late Storekeeper for shortages be waived in view of the value of the materials being very small, and the satisfactory explanation offered.

(3) That the present safe used by the Shroff be sold and a small new one bought to be built into the wall.

(4) That an additional nuisance watcher be appointed on Rs. 15 a month.

(5) That the following assessments be sanctioned :—No. 10, Dodanwela, Rs. 20 ; No. 10A, Dodanwela, Rs. 20 ; No. 12, Dodanwela, Rs. 20 ; No. 12A, Dodanwela, Rs. 20 ; No. 184A, Katugastota road, Rs. 20 ; No. 22, Hill street, Rs. 400 ; No. 3, Torrington road, Rs. 30 ; No. 105, Watapuluwa, Rs. 25 ; No. 105A, Watapuluwa, Rs. 25 ; No. 59A, Siyambalagastenne, Rs. 20 ; No. 26, Castle Hill street, Rs. 400 ; No. 27, Castle Hill street, Rs. 240 ; No. 837, Peradeniya road, Rs. 240 ; No. 25A, Radawela, Rs. 40 ; No. 25B, Radawela, Rs. 40.

Municipal Works.

(6) Estimate for fitting at Municipal Office with five electric lights, Rs. 150.

(7) Screen for Secretary's office, Rs. 125.

Resolved—That the recommendations be adopted.

A sum of Rs. 100 was voted for (1)—Survey of Encroachments on Municipal Council land at Nittawela.

Confirmed this 16th day of July, 1910 :

R. B. HELLINGS,
Chairman.

DEPOSIT ACCOUNT, MAY 31, 1910.

	Remaining	Receipts to	Total.	Disbursements	Remaining
	on December 31, 1909.	the month of May, 1910.		to the month of May, 1910.	on May 31, 1910.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Securities ..	3,191 30	1,710 0	4,901 30	2,118 80	2,782 50
Miscellaneous ..	322 40	503 90	826 30	471 85	354 45
	<u>3,513 70</u>	<u>2,213 90</u>	<u>5,727 60</u>	<u>2,590 65</u>	<u>3,136 95</u>

Kandy, June 28, 1910.

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

Progress Report of Works done brought up to May 31, 1910.

Estimate No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure.		Total Expenditure.		Unexpended Balance.			
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.		
1	Upkeep of pavements ..	2,635	50	217	70a	993	47	1,121	17	1,514	33
2	Town streets ..	8,300	0	879	77b	1,110	10	1,989	87	6,310	13
3	Alutgantota and Lady Anderson's roads ..	999	0	3	79c	305	76	309	55	689	45
4	Udawattekele roads ..	2,200	0	93	13d	520	3	613	16	1,586	84
5	Halloluwa, Bahirawakanda, Hospital, and Huduumpola roads ..	1,900	0	53	33e	262	14	315	47	1,584	53
6	Municipal buildings ..	2,160	0	173	37f	485	80	653	77	1,506	23
7	Watering streets ..	1,000	50	93	75g	573	75	667	50	332	50
8	Market buildings ..	1,800	0	498	48h	79	18	577	66	1,222	34
9	Ornamental plants ..	496	0	47	30i	255	64	302	94	193	6
10	Tools ..	600	0	57	38j	388	26	445	64	154	36
11	Bathing and dhobies' tanks ..	155	0	—	..	—	..	—	..	155	0
12	Recreation ground and esplanade ..	1,000	0	49	64k	184	73	234	37	765	63
13	Sundry minor works ..	400	0	26	25l	90	21	116	46	283	54
14	Repairs to cemetery-keeper's house ..	50	0	—	..	—	..	—	..	50	0
15	Wace park ..	435	0	15	76m	70	96	86	72	348	38
16	Recreation ground improvements ..	1,540	0	117	16n	421	77	538	93	1,001	7
17	Repairs to carriage and ricksha stands ..	100	0	0	40o	3	96	4	36	95	64
18	Building barrel drains ..	2,209	60	—	..	—	..	—	..	2,209	60
19	Concreting pavements ..	566	0	—	..	—	..	—	..	566	0
20	Public seats, maintenance ..	175	0	73	17p	9	2	82	19	92	81
21	Clearing silt from Meda-ela ..	200	0	—	..	232	48	232	48	—	..
22	Constructing a set of cooly lines ..	3,129	50	310	34q	153	37	463	71	2,665	79
23	Lady Blake's drive ..	570	0	—	..	65	85	65	85	504	15
24	Egg-shaped drain, Katugastota road ..	3,546	75	553	96r	1,098	0	1,651	96	1,894	79
25	Improvements to office ..	1,192	86	—	..	1,099	29	1,099	29	93	57
26	New carpenters' shed ..	540	0	44	57s	384	0	428	57	111	43
27	Cement concreting bed of Meda-ela ..	193	50	—	..	34	7	34	7	159	43
28	Building drains opposite jail ..	920	0	40	0t	135	0	175	0	745	0
29	Drainage ..	10,000	0	—	..	8	60	8	60	9,991	40
30	Room at Katukele school ..	600	0	—	..	584	31	584	31	25	69
31	Building lines and inspection shed, Hermitage bungalow ..	2,572	34	601	10	—	..	601	10	1,971	24
32	Building wall round latrine ..	275	0	255	27	—	..	255	27	19	73
24/09	Retaining wall, Bahirawakande road ..	49	84	—	..	—	..	—	..	49	84
28/09	Vegetable market ..	104	87	—	..	4	90	4	90	99	97
34/09	Incinerator for burning rubbish ..	1,099	31	117	36u	502	4	619	40	479	91
35/09	New Lewelle road ..	869	81	—	..	692	74	692	74	177	7
36/09	Drain at the back of public offices ..	3,994	19	892	63v	1,787	6	2,748	77	1,245	42
38/09	Boat house ..	781	72	134	46w	1,067	86	1,219	15	—	..
41/09	Fence round Ward statue ..	520	1	—	..	533	4	533	4	—	..
	Diversion of stream ..	1,716	15	3	7x	536	93	536	93	1,179	22
A	Clearing vegetation ..	300	0	—	..	134	19	134	19	165	81
B	Clearing silt from side drains ..	500	0	—	..	3	0	3	0	497	0
C	Opening and covering pits ..	2,880	0	204	83y	890	5	1,094	88	1,785	12
D	Ferry approaches ..	260	0	—	..	—	..	—	..	260	0
E & F	Ferry boats ..	100	0	37	50z	20	42	57	92	42	8
G	House of shelter ..	222	87	21	80a1	56	60	78	40	144	47
H	Maintenance of waterworks ..	4,746	0	297	28	1,074	56	1,371	84	3,374	16
I	Maintenance of two fountains ..	80	0	—	..	0	58	0	58	79	42
	Scavenging streets ..	14,727	32	1,271	8	5,058	25	6,329	33	8,397	99
	Extension of waterworks ..	5,743	0	—	..	—	..	—	..	5,743	0
	Fire engine ..	175	0	13	86	57	86	71	72	103	28
	Lake silt ..	3,000	0	263	33	730	46	993	79	2,006	21
	House service ..	1,600	0	75	83	1,507	57	1,583	40	16	60

- (a) Cleared silt from barrel drains Rs. 51·87, cleared gratings Rs. 15·17, repaired manhole covers Rs. 14·32, repaired pavement Rs. 16·36, repaired manholes Rs. 2·74, cost of materials Rs. 117·24 = Rs. 217·70.
- (b) 66½ cubes metal broken and piled Rs. 452·87, 43½ metal transported Rs. 49·37, metal spread and consolidated Rs. 68·30, gravel spread Rs. 5·92, side drains deepened Rs. 53·24, cleared jungle Rs. 23·39, sides reduced Rs. 69·41, weeded Victoria drive Rs. 6·25, cleared quarry Rs. 36·09, made two metal sieves Rs. 7·80, cleared metal quarry Rs. 36·09, cut scupper drain, Hantana road Re. 1·55, cost of materials Rs. 99·63, contingencies Re. 1·55 = Rs. 879·77.
- (c) Repaired culvert Rs. 3·79.
- (d) Gravel transported Rs. 14·22, gravel spread Rs. 11·11, weeded and deepened side drains Rs. 31·72, forest overseer's pay Rs. 35, contingencies Re. 1·8 = Rs. 93·13.
- (e) Proportionate charge for store and line watcher Rs. 53·33.
- (f) Whitewashed slaughter-house Rs. 3·82, shifted tiles, cooly line, and cleared Town Hall premises Rs. 19·88, whitewashed latrine Rs. 22·93, cost of materials Rs. 126·74 = Rs. 173·37.
- (g) Hire of bullocks Rs. 37·98, repaired water cart Rs. 48·25, cost of materials Rs. 7·52 = Rs. 93·75.
- (h) 240½ squares painted tats and ironwork Rs. 481, repaired fish stalls Rs. 7·12, cost of materials Rs. 9·6 = Rs. 498·48.
- (i) Cut overhanging branches and watered plants Rs. 27·27, cost of two ropes and materials Rs. 20·03 = Rs. 47·30.
- (j) Cost of tools Rs. 57·38.
- (k) Mowed grass Rs. 48·86, cost of materials 78 cents = Rs. 49·64.
- (l) Repaired fences Rs. 5·57, wedged stones, dressed, and cut letters Rs. 12·30, cost of materials Rs. 8·38 = Rs. 26·25.
- (m) Weeded ground and kept paths and grounds free from dirt Rs. 15·76.
- (n) Wages and diets of extra guards Rs. 62, cost of materials Rs. 48·66, cost of loading and blasting rock Rs. 6·50 = Rs. 117·16.
- (o) Cost of materials 40 cents.
- (p) Painted 36 seats Rs. 72, repaired a seat Re. 1·17 = Rs. 73·17.
- (q) Cost of timber Rs. 267·38, transported stones Rs. 33·96 = Rs. 301·34.
- (r) Cost of 38 barrels cement Rs. 366·32, cost of bricks and lime Rs. 42, cost of labour Rs. 145·64 = Rs. 553·96.
- (s) Cost of one barrel cement Rs. 10, paved floor Rs. 34·57 = Rs. 44·57.
- (t) Cost of one barrel cement, wages and diets of extra guards Rs. 40.
- (u) Built shed over platform Rs. 117·36.
- (v) Laid concrete invert Rs. 23·78, wedged stones Rs. 224·52, paved either side of stream and cement grouted joints Rs. 352·91, cost of 26 barrels cement Rs. 256·76, cost of powder, fuse, &c. Rs. 33·14, excavated sand Re. 1·52 = Rs. 892·63.
- (w) Covered roof with tiles Rs. 42·41, woodwork in roof Rs. 5·15, cost of 2,000 Kandyan tiles Rs. 60, cost of valance boards and finial Rs. 25·30 = Rs. 134·46.
- (x) Repaired pipes Rs. 3·07.
- (y) Excavated pits and covered Rs. 201·65, cost of carbolic powder Rs. 3·18 = Rs. 204·83.
- (z) Cost of planks Rs. 37·50.
- (a1) Wages of watcher Rs. 12·40, repaired latrine Rs. 3·10, cost of materials Rs. 6·30 = Rs. 21·80.

Municipal Office,
Kandy, July 20, 1910.

G. FRED. BULTJENS,
Superintendent of Works.

Health Officer's Report for May, 1910.

Scavenging.—The scavenging of the town and suburbs was satisfactorily performed during the month. The watering of the streets has helped considerably in keeping down dust.

Drainage.—The drains, both surface and deep, were frequently flushed and kept clean as possible (*vide* my report for the month of February, 1910, *re* the rebuilding of the barrel drain opposite Messrs. Miller & Co.'s building). This should be taken in hand at an early date.

Water supply.—Good, but not sufficient. I visited the reservoir on the 28th and found it kept as clean as possible. The depth of the water on that date was only 37 feet, and the lower valve had to be opened. The low level of the water, together with the intermittent supply, is responsible for the turbidity and odour of the water.

Alleys.—These were regularly limewashed and kept as clean as possible.

Laundries.—Generally well kept.

Bakeries.—Clean and well kept. A few bakeries were prosecuted for keeping their furniture, utensils, &c., in a filthy state.

Dairies.—Well kept.

Cooly lines.—Fairly well kept.

Public Market.—Clean and well kept.

Exposing sheds and slaughter-houses.—These were in good order and well kept.

Eating-houses.—Well kept. The food exposed for sale was good and wholesome.

Public latrines.—Clean and well kept.

Fish boutiques.—Frequent inspections were made. Fish exposed for sale was good.

Night soil depot.—Well kept.

Food supply.—All food stuffs exposed for sale both in the market and town were regularly inspected and found to be good and sufficient. During the month 456 cattle, 147 buffaloes, 120 sheep, and 247 goats were slaughtered; 9 heads of cattle, 3 buffaloes, and 6 goats were rejected; 2 livers of buffaloes, 1 liver and lung of sheep, and 13 livers and 52 lungs of goats were condemned and buried.

Public health.—The health of the town was good during the month. Twenty cases of chickenpox, 3 cases of enteric fever, and 1 case of diphtheria were reported. All necessary precautions were taken to prevent the spread of the diseases.

Hoof-and-mouth diseases.—There were 7 cases of hoof-and-mouth disease amongst the cattle belonging to Municipal coolies. Of these, 1 case proved fatal.

Municipal Office,
Kandy, June 8, 1910.

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

NOTICE TO MARINERS.

GALLE HARBOUR, CEYLON.

NOTICE is hereby given that the buoy which marked the Sealark Rocks in the main channel leading to Galle harbour has dragged from its position.

The buoy will be re-laid on the first favourable opportunity.

Galle, July 25, 1910.

H. C. BLOOMFIELD,
Master Attendant.

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

Vessels.	Date of Clearing.	For what Port.	Coffee.	Tea.	Cacao	Trunk	Cinchona.	Cinchona	Coconuts.	Copra	Coconut	Coconut	Cinnamon.	Cinnamon	Citronella	Carda-	Ebony.	Plumbago.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapan	Sisal	Deer	
			cwt.	lb.	cwt.	lb.	lb.	No.	cwt.	cwt.	cwt.	lb.	oz.	oz.	lb.	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	Deer
COLOMBO.																									
ss. Assaye	18-7	Bombay	—	19918	—	—	—	—	—	—	—	—	—	—	—	1883	—	—	—	—	—	—	—	—	—
ss. Namur	18-7	Calcutta	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	165	—	201	—	—	—	—	—
ss. Atsuta Maru	18-7	Singapore	—	50	—	—	—	—	—	—	—	—	—	—	—	—	—	—	80	—	—	—	—	—	—
ss. Warwickshire	18-7	Rangoon	—	100	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Hist rian	18-7	London	—	358050	111	—	—	125080	—	—	—	—	—	—	—	—	—	—	—	108	1015	—	—	—	—
ss. Delhi	19-7	China	—	108274	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Mongolia	19-7	Australia	—	393188	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Kleist	19-7	Yokohama	4	10355	75	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Duplex	19-7	Calcutta	—	—	—	—	—	—	—	—	77	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Yara	19-7	Marseilles	—	24323	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Bing Maru	19-7	Japan	—	4860	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Sunda	20-7	China	—	10500	100	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Palermo	20-7	London	—	484810	153	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Amiral Hametu	20-7	San Francisco	—	2894	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Linden els	20-7	Hamburg	—	80	—	—	—	—	—	11996	5051	1842	13000	—	—	1340	—	2603	—	—	—	823	—	—	—
ss. Worcestre shire	21-7	London	—	1054833	64	—	—	95106	—	—	—	—	—	—	522	—	—	504	—	—	220	—	—	—	3
ss. Ocean Prince	21-7	New York	—	296663	—	—	—	—	—	—	1000	—	1706	—	—	—	—	7949	—	—	95	—	—	—	—
ss. Nawab	21-7	Calcutta	—	—	—	—	—	—	3200	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Iserholm	21-7	Hamburg	—	15878	—	—	—	—	15750	7008	3305	6143	—	—	—	—	—	1640	—	—	400	—	—	—	—
ss. Socotra	21-7	London	—	340749	—	—	—	—	—	—	4007	2001	—	—	—	—	—	—	—	—	401	—	—	—	—
ss. Ziet n	22-7	Sydney	—	363523	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Umfuhi	22-7	Cape Ports	—	80628	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Arcadia	22-7	Bombay	—	33973	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Saxonia	23-7	Kobe	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Silesia	23-7	China	15	450	—	—	—	—	—	—	—	—	—	—	14400	—	—	—	221	—	—	50	—	—	—
ss. Kamo Maru	23-7	London	—	415494	48	—	—	—	75969	2160	5188	—	250*	—	—	—	—	3518	—	—	680	—	—	—	65
GALLE.																									
ss. Clan Lamont	21-7	London	—	—	—	—	—	—	—	5000	—	2758	—	—	668800	—	—	—	—	1506	—	270	—	—	—
ss. Lawada	21-7	Calcutta	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1008	103	—	—	—	—	—

* And Chips 8,500 lb.

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

TO COLOMBO {

From Tirumalavasa	768	Bags.
Calcutta	48,198	Bags.
Tuticorin	7,540	Bags.
Patnam	134	Bags.

Singapore	5,397	Bags.
Penang	6,175	Bags.
Bombay	103	Bags.
Rangoon	14,135	Bags.

Total 82,450

TO GALLE {

From Calcutta	15,650	Bags.
Southern India	2,480	Bags.

Total 18,130

H. M. Customs,
Colombo, July 26, 1910.

F. J. SMITH,
for Principal Collector.

LOCAL BOARD NOTICES.

NOTICE is hereby given that the lands situated at Kattankudy division No. 1, mentioned in the annexed schedule, having been seized for default of payment of sanitary rate tax for the 4th quarter, 1909, will be sold by public auction, at the Batticaloa Kachcheri on August 9, 1910, at 1 P.M., by the Government Agent, Eastern Province, in conformity with the Ordinances No. 16 of 1865 and No. 6 of 1873, unless in the meantime the amount owing in respect of the rate, together with the lawful costs of seizure and sale charges are duly paid.

Batticaloa Kacheheri,
July 22, 1910.

H. W. MILLIGAN,
for Government Agent.

List of Lands to be sold for non-payment of Sanitary Rate Tax for the 4th Quarter, 1909.

No.	Division.	Name of Proprietor.	Tax. Rs. c.	Cost. Rs. c.	Estimated Value of Property. Rs. c.
81	.. 1	Mukaiyatinvava Tampikkandu ..	0 8	0 4	50 0
383	.. 1	Pichchaikkandu Hadjiyar Mukaumataliva ..	0 16	0 4	70 0
557	.. 1	Mukaiyatinvava Pichehaikkandu ..	0 16	0 4	20 0

LOCAL BOARD OF BANDARAWELA.

Statement of the Revenue and Expenditure of the Local Board of Bandarawela for 1909.

		REVENUE.			
		Amount.		Amount.	
		Rs.	c.	Rs.	c.
<i>Taxes.</i>				<i>Other—</i>	
Property rates—				Stamp duty on other licenses .. 19 95	
Assessment tax ..	1,777 52			Slaughter-house fees ..	486 45
Government contribution in lieu of assessment tax ..	438 0			Petroleum licenses ..	51 0
Thoroughfares Ordinance collections ..	617 30			<i>Fines.</i>	
<i>Water-rates.</i>				Police Magistrate ..	70 61
Water-rate ..	2,676 43			Fines on stray cattle ..	17 0
Government contribution in lieu of water-rate ..	657 0			<i>Miscellaneous.</i>	
Garden water-rate ..	131 50			Cemetery fees ..	24 50
<i>Other—</i>				Miscellaneous receipts ..	19 35
Tax on vehicles and animals ..	37 75			Balance on December 31, 1908 .. 448 52	
Tax on dogs ..	32 0			Total .. 11,012 38	
<i>Licenses.</i>					
Liquor ..	902 50				
Opium ..	1,321 0				
Carts ..	494 0				
Motor lorries, &c. ..	790 0				
		EXPENDITURE.			
		Amount.		Amount.	
		Rs.	c.	Rs.	c.
<i>Interest and Sinking Fund on Loans.</i>				<i>Police.</i>	
Interest and sinking fund on water-works loan ..	2,287 90			Destroying dogs ..	56 35
<i>Cost of Administration.</i>				<i>Public Works.</i>	
Establishment—				Maintenance—	
Secretary ..	315 0			Upkeep of golf links ..	72 0
Inspector ..	525 0			Cost and repair of tools and stores ..	10 95
Turnkey ..	360 0			Upkeep of roads ..	375 55
<i>Office Contingencies.</i>				Upkeep of water-works ..	197 40
Printed forms and stationery ..	99 71			Upkeep of esplanades ..	300 0
Postage stamps ..	26 50			Upkeep of buildings ..	156 0
Advertisement charges ..	6 75			<i>New Construction.</i>	
<i>Cost of Audit.</i>				Filling up lake ..	1,268 60
Cost of audit ..	47 46			Planting shade trees ..	158 69
<i>Revenue Services.</i>				<i>Miscellaneous.</i>	
Remuneration to assessors ..	45 0			House allowance to Inspector ..	90 0
Commission to collectors ..	381 12			Petty expenses ..	370 81
<i>Sanitation.</i>				8,443 97	
Latrine cooly ..	150 0			Balance on December 31, 1909 .. 2,568 41	
Three scavenging coolies ..	450 0				
Conservancy of drains ..	35 77				
Plague and rinderpest ..	287 14				
<i>Lighting.</i>					
Pay of lamp lighter ..	150 0				
Cost of oil ..	147 1				
Other materials and repairs to lamps ..	73 26			Total .. 11,012 38	

I, C. R. Cumberland, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of all moneys received and paid on account of the Local Board of Bandarawela during the year 1909, and that the balance is in the hands of the Government Agent of the Province of Uva.

I certify that the above accounts are correct:

G. C. S. HODGSON,
Member.

C. R. CUMBERLAND,
Chairman and Treasurer.

Statement of the Assets and Liabilities of the Local Board of Bandarawela for 1909.

ASSETS.	Amount.		LIABILITIES.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax arrears ..	595	83	Messrs. Veall & Co. (printed forms) ..	16	51
Water-rate arrears ..	861	66	Colombo Commercial Co. (cost of oil) ..	14	72
Garden water-rate arrears ..	39	0	D. G. Elias Appuhamy (value of Jeye's fluid, &c.) ..	24	46
	1,496	49		55	69
Balance on December 31, 1909 ..	2,568	41	Balance ..	4,009	21
Total ..	4,064	90	Total ..	4,064	90

I, C. R. Cumberland, do hereby swear that to the best of my knowledge and belief the above is a true and correct statement of the assets and liabilities of the Local Board of Bandarawela for the year 1909.

I certify that the above statement is correct:

G. C. S. HODGSON,
Member.

C. R. CUMBERLAND,
Chairman and Treasurer.

Statement of the Probable Revenue and Expenditure of the Local Board of Bandarawela for 1910.

REVENUE.		Amount.		
	Rs.	c.	Rs.	c.
<i>Taxes.</i>				
<i>Property rates—</i>				
Assessment tax ..	1,800	0		
Government contribution in lieu of assessment tax ..	438	0		
Thoroughfares Ordinance collections ..	620	0		
<i>Water-rates.</i>				
Water-rate ..	2,700	0		
Government contribution in lieu of water-rate ..	657	0		
Garden water-rate ..	150	0		
<i>Other :—</i>				
Tax on vehicles and animals ..	50	0		
Tax on dogs ..	40	0		
<i>Licenses.</i>				
Liquor ..	902	50		
Opium ..	1,404	0		
Carts ..	450	0		
			10,766	50
			2,568	41
			Total ..	13,334 91
			Other—	
			Refund of stamp duty on other licenses ..	30 0
			Slaughter-house fees ..	500 0
			Petroleum license ..	50 0
			Motor lorries, &c. ..	800 0
			<i>Fines.</i>	
			Police Magistrate ..	80 0
			Chairman on road tax defaulters ..	10 0
			<i>Miscellaneous.</i>	
			Sale of dog collars ..	5 0
			Redemption of stray dogs ..	5 0
			Cemetery fees ..	20 0
			Miscellaneous receipts ..	50 0
			Balance on December 31, 1909 ..	2,568 41
			Total ..	13,334 91

EXPENDITURE.

EXPENDITURE.		Amount.		
	Rs.	c.	Rs.	c.
<i>Interest and Sinking Fund on Loans.</i>				
Interest and sinking fund on loan ..	2,287	90		
<i>Cost of Administration.</i>				
<i>Establishment :—</i>				
Secretary ..	300	0		
Inspector ..	540	0		
Turnkey ..	360	0		
<i>Office Contingencies.</i>				
Printed forms and stationery ..	150	0		
Postage stamps ..	100	0		
Advertisement charges ..	20	0		
<i>Cost of Audit.</i>				
Cost of Audit ..	60	20		
<i>Revenue Services.</i>				
Remuneration to assessors ..	45	0		
Commission to collectors ..	350	0		
<i>Sanitation.</i>				
Latrine cooly ..	150	0		
Scavenging coolies ..	450	0		
Conservancy of drains, &c. ..	150	0		
Plague and rinderpest ..	300	0		
<i>Lighting.</i>				
Pay of lamp, lighter ..	150	0		
Cost of oil ..	160	0		
Other materials and repairs ..	150	0		
			10,248	10
			3,086	81
			Anticipated balance on December 31, 1910 ..	3,086 81
			Total ..	13,334 91
			<i>Police.</i>	
			Cost of destroying dogs ..	80 0
			<i>Public Works.</i>	
			<i>Maintenance—</i>	
			Cost and repair of tools ..	100 0
			Upkeep of roads ..	1,000 0
			Upkeep of cemetery ..	5 0
			Upkeep of waterworks ..	300 0
			Upkeep of esplanades ..	450 0
			Upkeep of buildings ..	200 0
			<i>New Construction.</i>	
			Market ..	1,050 0
			Extension of water service ..	900 0
			Planting shade trees ..	200 0
			<i>Miscellaneous.</i>	
			House allowance to inspector ..	90 0
			Petty expenses ..	150 0

G. C. S. HODGSON,
Member.

C. R. CHAMBERLAND,
Chairman.

LOCAL BOARD OF BADULLA.

Statement of the Revenue and Expenditure of the Local Board of Badulla for 1909.

REVENUE.

	Amount. Rs. c.		Amount. Rs. c.
<i>Taxes.</i>		<i>Fines.</i>	
Property rates—		Police Magistrate	133 50
Assessment tax	4,152 82	Fines on stray cattle	171 50
Government contribution in lieu of assessment tax	652 0	<i>Rents.</i>	
Thoroughfares Ordinance collections	3,032 50	Markets	412 0
Water-rate	1,816 81	Other—	
Government contribution in lieu of water-rate	564 90	Town Hall rents	226 53
Service water-rate	222 54	Fruit trees	5 50
Other—		Racecourse and grand stand	200 0
Taxes on vehicles and animals	172 63	Petroleum depot ground	120 0
Tax on dogs	151 0	Botanical gardens lodge	9 60
<i>Licenses.</i>		Permit to remove sand	35 0
Liquor	1,208 88	Tennis court	6 0
Opium	2,549 46	<i>Miscellaneous.</i>	
Carts	496 85	Sale of dog collars	2 22
Other—		Grazing tickets	3 36
Stamp duty on other licenses	283 57	Conservancy of latrines	116 68
Slaughter-house fees	791 80	Cemetery fees	71 50
Grazing fees	77 31	Miscellaneous receipts	109 1
Motor cars, &c.	35 0		
Vegetable and fish licenses	99 20		
Petroleum licenses	32 50		
		Balance on December 31, 1908	17,962 17
			61 81
		Total	18,023 98

EXPENDITURE.

	Amount. Rs. c.		Amount. Rs. c.
<i>Interest and Sinking Fund on Loans.</i>		<i>Lighting.</i>	
Interest and sinking fund on market loan	373 12	Pay of 3 lamp-lighters	532 50
Interest and sinking fund on Water-works loan	1,193 50	Cost of oil	602 65
<i>Cost of Administration.</i>		Other materials and repairs	219 57
Establishment—		<i>Police.</i>	
Secretary and Inspector	1,000 0	Cost of destroying dogs	108 17
Clerk	315 0	Pay of pound-keeper	33 0
Overseer	365 0	Rent of dog pound premises	10 0
Turnkey	300 0	<i>Public Works.</i>	
Peon and bookbinder	180 0	Maintenance—	
Town Hall keeper	30 0	Cost and repair of tools, &c.	224 36
Office cooly	12 0	Gravelling roads	597 93
Two cemetery coolies	240 0	Upkeep of drains, &c.	77 48
Two garden coolies (for month of January, 1909)	25 0	Upkeep of esplanade	171 27
Store cooly	120 0	Upkeep of buildings	862 59
Nuisance detective	120 0	Upkeep of waterworks	294 61
Pension to late peon	30 0	Repairs to latrines	3 0
<i>Office Contingencies.</i>		Repairs to spouts and fountains	10 73
Printed forms and stationery	149 37	<i>New Construction.</i>	
Postage stamps	13 20	Drainage scheme	1,970 37
Advertisement charges	170 37	Filling up of lako (erecting a wire shoot)	200 0
Cost of audit	92 9	Contribution towards mosque, cemetery wall	440 0
<i>Revenue Services.</i>		Additional water supply	948 9
Remuneration to assessors	90 0	<i>Miscellaneous.</i>	
Commission to collectors	507 93	Bicycle allowance to Inspector	82 50
Commission to cattle seizers	88 0	Miscellaneous	192 15
Allowance to burial ground-keeper	10 0		
<i>Sanitation.</i>		Balance on December 31, 1909	16,991 73
Conservancy of latrines	552 0		1,032 25
Scavenging	1,680 0	Total	18,023 98
Trimming roads	480 0		
Conservancy of drains, &c.	540 0		
Plague precautions and rinderpest	536 18		
Temporary latrine at Mutiyangane	18 0		
Ela cooly	150 0		

I, C. R. Cumberland, do hereby swear that to the best of my knowledge and belief the above is a true and correct account of all moneys received and paid on account of the Local Board of Badulla during the year 1909, and that the balance is in the hands of the Government Agent of the Province of Uva.

I certify that the above accounts are correct :

STEPHEN PERERA,
Member.

C. R. CUMBERLAND,
Chairman and Treasurer.

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

ASSETS.	Amount.		LIABILITIES.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax arrears ..	1,044	11	Wages of daily coolies for December, 1909 ..	55	36
Water-rate arrears ..	453	33	Commission to cattle and dog seizers ..	13	95
Service water-rate arrears ..	76	26	Wages of dog pound-keeper ..	3	0
Market rent ..	46	0	Messrs. Walker & Grieg (value of lamps, &c.) ..	130	67
Refund of stamp duty ..	21	85	Messrs. T. A. Ponnu & Co. (value of lamp, &c.) ..	16	20
			Messrs. Veall & Co. (value of printed forms) ..	18	42
			Honorary Secretary—upkeep of golf links ..	60	0
Balance on December 31, 1909 ..	1,641	55			
	1,032	25		297	60
			Balance ..	2,376	20
Total ..	2,673	80	Total ..	2,673	80

I, C. R. Cumberland, do hereby swear that to the best of my knowledge and belief the above is a true and correct statement of the assets and liabilities of the Local Board of Badulla for the year 1909.

C. R. CUMBERLAND,
Chairman and Treasurer.

I certify that the above statement is correct:

STEPHEN PERERA,
Member.

Statement of Probable Revenue and Expenditure of the Local Board of Badulla for 1910.

REVENUE.		Amount.		
	Rs.	c.	Rs.	c.
<i>Taxes.</i>				
Property rates—			Markets ..	450 0
Assessment tax ..	4,160	0	Town Hall ..	220 0
Government contribution in lieu of assessment tax ..	652	0	Fruit trees ..	40 0
Thoroughfares Ordinance collections ..	3,000	0	Racecourse and grand stand ..	200 0
			Petroleum depôt ground ..	120 0
<i>Water-rates.</i>				
Water-rate ..	1,820	0	Botanical garden lodge ..	37 50
Government contribution in lieu of water-rate ..	564	90	Tennis court ..	6 0
Service water-rate ..	250	0		
<i>Fines.</i>				
Other—			Police Magistrate on nuisance cases ..	120 0
Tax on vehicles and animals ..	175	0	Fines on stray cattle ..	180 0
Tax on dogs ..	160	0	Chairman on Road Ordinance defaulter ..	10 0
<i>Licenses.</i>				
Liquor ..	1,210	0	<i>Miscellaneous.</i>	
Opium ..	3,120	0	Sale of dog collars ..	10 0
Carts ..	475	0	Sale of grazing tickets ..	10 0
Other—			Conservancy of latrines ..	200 0
Refund of stamp duty on other licenses ..	350	0	Redemption of stray dogs ..	5 0
Slaughter-house fees ..	800	0	Cemetery fees ..	100 0
Grazing fees ..	120	0	Miscellaneous receipts ..	150 0
Vegetable and fish licenses ..	100	0		
Petroleum licenses ..	15	0		
Permits to remove sand ..	40	0		
			Balance on January 1, 1910 ..	1,032 25
			Total ..	19,902 65

EXPENDITURE.

Amount.		Amount.		
Rs.	c.	Rs.	c.	
<i>Interest and Sinking Fund on Loans.</i>				
Interest and sinking fund on market loans ..	373	12	<i>Office Contingencies.</i>	
Interest and sinking fund on waterworks loan ..	1,193	50	Printed forms and stationery ..	150 0
			Postage stamps ..	50 0
<i>Cost of Administration.</i>				
Establishment—			Advertisement charges ..	50 0
Secretary and Inspector ..	1,000	0	Cost of audit ..	100 0
Clerk ..	300	0	<i>Revenue Services.</i>	
Overseer ..	365	0	Remuneration to assessors ..	90 0
Turnkey ..	300	0	Commission to collectors ..	500 0
Peon and bookbinder ..	180	0	Commission to cattle seizers ..	100 0
Town Hall keeper ..	30	0	Allowance to burial ground keepers ..	10 0
Office cooly ..	12	0	<i>Sanitation.</i>	
Two cemetery coolies ..	240	0	Conservancy of latrines ..	600 0
Extra pay to the lamp lighters as garden coolies ..	90	0	Scavenging ..	1,680 0
Store cooly ..	120	0	Trimming roads ..	360 0
Nuisance detective ..	20	0	Conservancy of drains ..	360 0
Pension to late peon ..	30	0	Plague precautions and rinderpest ..	500 0
			Temporary latrine at Mutiyangane ..	20 0
			Ela cooly ..	150 0

	Amount. Rs. c.	Amount. Rs. c.		
<i>Lighting.</i>				
Pay of three lamp lighters	450 0	Upkeep of buildings	600 0	
Cost of oil	625 0	Repairs to latrines	200 0	
Other materials and repairs	300 0	Repairs to spouts and fountains	150 0	
New lamps	150 0	Repairs to cemetery fence	25 0	
<i>Police.</i>				
Cost of destroying dogs	100 0	<i>New Construction.</i>		
Pay of poundkeeper	36 0	Drainage scheme	3,000 0	
Rent of dog pound premises	5 0	Filling up lake (surveying)	40 0	
<i>Public Works.</i>			Fixing a Horbury latrine at Puwakgodamulla	500 0
Maintenance—			<i>Miscellaneous.</i>	
Cost and repair of tools including a hand cart for Rs. 150	250 0	Bicycle allowance to Inspector and Secretary	90 0	
Roads and paths	1,500 0	Petty expenses	150 0	
Metalling roads	500 0	18,194 62		
Upkeep of drains, &c.	100 0	Anticipated balance on December 31, 1910	1,708 3	
Upkeep of esplanades and planting shade trees	200 0	Total .. 19,902 65		
Upkeep of waterworks	250 0			
STEPHEN PERERA, Member.		C. R. CUMBERLAND, Chairman.		

ROAD COMMITTEE NOTICES.

Rangala-Nitre Cave Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above-mentioned road will be held at the "Drill Shed," Rangala, on Saturday, August 6, 1910, at 9 A.M.

Business.

1. To elect a new Local Committee to perform the duties imposed by the Ordinance for two years;

2. The Local Committee to consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates which use the road (with their acreages);
- (b) The sections of the road which each estate uses;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of each estate—

for an assessment on the private contribution of Rs. 927.18 on the maintenance estimate of 1910–1911, and to transact such other business as may come before it.

R. B. HELLINGS,
Provincial Road Committee's Office, Chairman.
Kandy, July 20, 1910.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or residents managers of the estates interested in the above road will be held at Deanstone on Wednesday, August 10, 1910, at 2 P.M.

Business.

1. To elect a new Local Committee to perform the duties imposed by the Ordinance for two years.

2. The Local Committee to consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates which use the road (with their acreages);
- (b) The sections used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates—

for an assessment on the private contribution of Rs. 1,597.82 on the maintenance estimate for 1910–1911, and to transact such other business as may come before it.

R. B. HELLINGS,
Provincial Road Committee's Office, Chairman.
Kandy, July 26, 1910.

Kandenewera-Wariapola Estate Cart Road.

NOTICE is hereby given that, in terms of section 11 of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the Bandarapola Bungalow on Wednesday, August 10, 1910, at 2 o'clock P.M., for the purpose of electing a Local Committee to perform the duties imposed upon the said Committee by the Ordinance.

N.B.—The general meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

R. B. HELLINGS,
Provincial Road Committee's Office, Chairman.
Kandy, July 20, 1910.

Bangadeniya-Mandalana Road, Chilaw District.

NOTICE is hereby given, under section 6 of Ordinance No. 14 of 1896, that the Provincial Road Committee, North-Western Province, intends to define the limits of the district, the estates in which will be assessed for the construction and maintenance of the Bangadeniya-Mandalana road—a distance of about 6½ miles.

The meeting of proprietors of estates interested will be held at the Kurunegala Kacheheri at 1 P.M. on August 13, 1910.

The Provincial Road Committee will at the above time and place take evidence, if necessary, and receive and consider objections.

Provincial Road Committee's Office, G. S. SAXTON,
Kurunegala, July 23, 1910. Chairman.

Road from Mallowapitiya to Rambodagalla.

NOTICE is hereby given, under section 6 of Ordinance No. 14 of 1896, that the Provincial Road Committee, North-Western Province, intends to define the limits of the district the estates in which will be assessed for the construction and maintenance of the road from the turn off near the 2nd milepost on the Kandy road known as "Mallowapitiya" to Rambodagalla village in Madure korale—a distance of 12 miles more or less.

The meeting of proprietors of estates interested will be held at the Kurunegala Kachcheri at 1.30 P.M. on Saturday, August 13, 1910.

The Provincial Road Committee will at the above time and place take evidence, if necessary, and receive and consider objections.

G. S. SAXTON,
Chairman.

Provincial Road Committee's Office,
Kurunegala, July 23, 1910.

Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

NORWOOD-UPCOT ROAD.

Government moiety .. Rs. 3,732·00
Private contributions .. Rs. 3,769·32

1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
M. Elton Lane	.. Kokoowella	.. 238
1st to 5th section, 3¾ miles.		
J. M. Robertson & Co.	.. Lanka and Craighill	204
1st to 6th section, 4 miles.		
R. Cotesworth	.. Stockholm	.. 283
Do.	.. Lower Cruden	.. 194
1st to 7th section, 4¾ miles.		
Geo. Steuart & Co.	.. Mahagala	.. 290
1st to 8th section, 5½ miles.		
C. P. Hayes	.. Mahanilu	.. 290
1st to 9th section, 6 miles.		
A. Sikes	.. Kinchora	.. 245
1st to 10th section, 6¾ miles.		
G. A. Craib	.. Gouravilla	.. 706
Ceylon Tea Plantation Co.	.. Alton	.. 225
Do.	.. Beaconsfield	.. 168
J. S. Stevenson	.. Blairavon	.. 177
R. W. Braithwaite	.. Minna	.. 268
1st to 12th section, 7 9/10 miles.		
Mackwood & Co.	.. Scarborough	.. 276
C. B. Prettijohn	.. Ormidale	.. 350
Mackwood & Co.	.. Anandale	.. 296
Whittall & Co.	.. Cleveland	.. 340
Geo. Steuart & Co.	.. Caledonia and Maria-cotta	.. 409
C. B. Portman	.. Suriakanda	.. 221
J. C. Kennedy	.. Fairlawn	.. 297
Do.	.. Glencoe (Bargany)	.. 208
Scottish Ceylon Tea Co.	.. Mincing Lane	.. 194
D. Elkington	.. Ladbrook	.. 208
Ceylon Tea Plantation Co.	.. Upcot	.. 232

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

R. B. HELLINGS,
Chairman.

Provincial Road Committee's Office,
Kandy, July 26, 1910.

Dotale Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy,

proceed to assess the under-mentioned estates to make up the private contributions:—

DOTALE ROAD (between Wattegama near Railway bridge and Elkaduwa).

Government moiety .. Rs. 2,250·00
Private contributions .. Rs. 2,272·50

1st to 3rd section, 2·53 miles.

Proprietors or Agents.	Estates.	Acreage.
Mackwood & Co.	.. Inchstelly	.. 110
H. A. Beachcroft	.. Muttotte	.. 40

1st to 7th section, 6·53 miles.

E. G. Simpson	.. Mandolgirikande	.. 220
Colombo Commercial Company, Limited (J. G. Wardrop)	.. Hunasgiriya	.. 1,473

1st to 8th section, 7·53 miles.

S. Velepillai & Sons	.. Tanahena	.. 52
Ukuwela Estates Company	.. Talingamadde	.. 75

1st to 9th section, 8·18 miles.

Bosanquet & Co. (A. M. Blair)	Algoontenna, Hapuwidde, Kitulgalla, Dotalla, Elkaduwa	1,810
F. T. Hadden (H. L. Anley)	.. Halgalla and Hunugalla	.. 686
E. G. Beilby	.. Weygalla	.. 357
H. L. Anley	.. Mahatenna	.. 340
Geo. Steuart & Co.	.. Galgawatta	.. 247

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

R. B. HELLINGS,
Chairman.

Provincial Road Committee's Office,
Kandy, July 23, 1910.

Brownlow-Luccombe 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 upkeep of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

BROWNLOW-LUCCOMBE ROAD.

Government moiety .. Rs. 1,170·00
Private contributions .. Rs. 1,181·70

1st section, 35·20 lines.

Proprietors or Agents.	Estates.	Acreage.
Geo. Steuart & Co.	.. Kintyre	.. 288
1st to 2nd section, 66·00 lines.		
Geo. Steuart & Co.	.. Bitterne	.. 169
1st to 3rd section, 86·40 lines.		
H. Williams	.. Rickarton and Leaston	596
Geo. Steuart & Co.	.. Gangawatta	.. 186
1st to 4th section, 127·60 lines.		
E. & H. A. Webb	.. Mousakele	.. 278
1st to 5th section, 158·40 lines.		
C. H. Hood	.. Ekolsund	.. 310
1st to 6th section, 184·80 lines.		
F. R. Chapman	.. Nyanza	.. 397
1st to 7th section, 204·34 lines.		
Whittall & Co.	.. Rutherford	.. 276
Do.	.. Luccombe and Heatfield	478

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

R. B. HELLINGS,
Chairman.

Provincial Road Committee's Office,
Kandy, July 26, 1910.

Vellai Oya-Shannon 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 maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

VELLAI OYA-SHANNON ROAD.

Government moiety	Rs. 627·00
Private contribution	Rs. 730·00

1st to 4th section, 131 chains 20 lines.

Proprietors or Agents.	Estates.	Acreage.
Eastern Produce & Estates Co. Ltd.		
(H. Scoble Nicholson)	Vellai Oya	1,881
C. Shipton	Agra Oya	438

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, Kandy, July 27, 1910. R. B. HELTINGS, Chairman.

Branch Road from Maskeliya to Cruden.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

ROAD FROM MASKELIYA TO CRUDEN.

Government moiety	Rs. 1,500·00
Private contributions	Rs. 1,515·00

1st section, 27·68 lines.

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	Glentilt	467
Sir Thomas Lipton	Bunyan	308
Do.	Ovooca	255
J. M. Robertson & Co.	Mocha	588
G. B. de Mowbray	Dotale	108
1st to 2nd section, 80·48 lines.		
R. A. Galton	Queensland	281
1st to 4th section, 159·70 lines.		
Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
E. H. Bent	Dunnottar	187
Colombo Commercial Co., Ltd.	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
Do.	Midlothian	244
1st to 6th section, 190·08 lines.		
J. M. Robertson & Co.	Deeside	441
Geo. Steuart & Co.	Glenugie	377
Do.	Bargrove	205
Chas. B. Prettijohn	Strathspey	231

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

R. B. HELTINGS,
Provincial Road Committee's Office, Kandy, July 26, 1910. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 20, 1910, at 1.30 P.M., at their office in Kandy,

proceed to assess the under-mentioned estates to make up the private contributions :—

ROAD FROM NORWOOD BRIDGE TO MASKELIYA AND MORAY.

Government moiety	Rs. 7,350·00
Private contributions	Rs. 7,423·50

1st section, 23·11 lines.

Proprietors or Agents.	Estates.	Acreage.
The Eastern Produce and Estates Company, Ltd...	Norwood	882
1st to 3rd section, 99·14 lines.		
Mackwood & Co.	New Valley	457
M. Elton Lane	Huloowella	238
1st to 5th section, 190·83 lines.		
M. Elton Lane	Rookwood	200
1st to 7th section, 270·86 lines.		
F. H. Gossage	Maskeliya	372
1st to 8th section, 323·66 lines.		
J. M. Robertson & Co.	Glentilt	467
Sir Thomas Lipton	Bunyan	308
Do.	Ovooca	255
J. M. Robertson & Co.	Mocha	588
R. A. Galton	Queensland	281
J. M. Robertson & Co.	Craighill & Lanka	204
Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
E. H. Bent	Dunnottar	187
Colombo Commercial Company, Limited	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
Do.	Midlothian	244
J. M. Robertson & Co.	Deeside	441
William Rollo (Geo. Steuart & Co.)	Glenugie	377
Do.	Bargrove	205
C. B. Prettijohn	Strathspey	231
G. B. de Mowbray	Dotale	108
W. W. Hood (C. H. Hood).	Braemar	151
C. H. Hood	Kelaniya	191
1st to 9th section, 363·26 lines.		
Geo. Steuart & Co.	Brownlow and Tarf	583
Do.	Gangawatta	186
E. & H. A. Webb	Mousakele	278
C. H. Hood	Ekolsund	310
F. R. Chapman	Nyanza	397
Whittall & Co.	Luccombe & Heathfield	478
Do.	Rutherford	276
H. J. de Soysa	Hapugastenne	601
1st to 11th section, 402·86 lines.		
Geo. Steuart & Co.	Kintyre	288
Do.	Bitterne	169
H. Williams	Rickarton and Leaston	596
1st to 12th section, 420·28 lines.		
A. N. Greig	Laxapana, York, and John's Land	866
G. B. de Mowbray	Corfu	187
F. J. Reiss	Blantyre	239
Do.	Rajamalle	212
Do.	St. Andrew's	321
Johnson	Dalhousie	289
Do.	Situlaganga	143
A. N. Greig	Suluganga	155
1st to 13th section, 473·08 lines.		
E. H. Etches	Forres	387
1st to 14th section, 513·80 lines.		
Uplands Tea Estates Co.	Moray and Valladolid	461
Do.	Geddes	198
R. MacLure	Gartmore Group (Larchfield, Gartmore, Bevys & Frogmore)	848
S. B. Bell	Adam's Peak	742

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

R. B. HELTINGS,
Provincial Road Committee's Office, Kandy, July 26, 1910. Chairman.

Huluganga-Bambara Ela Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum, for the maintenance of the under-mentioned road for 1910-1911, and for improvements to dangerous corners, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the said road, as follows:—

HULUGANGA-BAMBARA ELA ROAD.

Maintenance.

(Estimate No. 291 of 1910-1911.)

Government moiety	Rs. 1,443·00
Private contributions	Rs. 1,457·43

Improvements to Dangerous Corners.

(Estimate No. 531 of 1910-1911.)

Government moiety	Rs. 32·00
Private contributions	Rs. 84·05

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

Total acreage, 7,840—Moiety of cost, Rs. 181·13—

Sectional rate, ·0231c.—Total rate, ·0231c.

Amount.

Rs. c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
J. C. de Silva	Hooloogangawatta	60 ..	1	39
Geo. Steuart & Co. (M. L. Wilkins, Superintendent)	Mahousa	614 ..	14	19
J. L. Dewar (J. L. Tancock, Superintendent)	Allacolla and Overdale	648 ..	14	97
E. G. Reeves (A. N. Paine, Superintendent)	Ratnatenna	456 ..	10	54

1st to 3rd section, $2\frac{1}{2}$ miles.

Total acreage, 6,062—Moiety of cost, Rs. 724·48—

Sectional rate, ·1195c.—Total rate, ·1426c.

J. C. de Silva	Galgodawatta	22 ..	3	14
G. Punchihamine	Wawakanattawatta	22 ..	3	14
Veerappan Cangany	Tallagoya	28 ..	4	0
Marie Cangany (P. M. Marey Kangany, Superintendent)	Marie's Land and Florence	486 ..	69	31
A. Sinclair	Gomera Old and New	844 ..	120	37
Pana Sellambaram Cangany	Mohamadu Mydeen's Land	159 ..	21	40
E. R. Cox	Baddegama	188 ..	26	82
J. Hall Brown (J. Hall Brown, Superintendent)	Old Tunisgala	376 ..	53	63

1st to 4th section, 3 miles.

Total acreage, 3,946—Moiety of cost, Rs. 181·13—

Sectional rate, ·0459c.—Total rate, ·1885c.

Mackwood & Co. (P. J. M. Box, Superintendent)	Halgalla and Madakelle	652 ..	122	91
---	--------------------------------	--------	-----	----

1st to 5th section, $3\frac{1}{2}$ miles.

Total acreage, 3,294—Moiety of cost, Rs. 181·13—

Sectional rate, ·0549c.—Total rate, ·2434c.

J. P. Hortin (J. P. Hortin, Superintendent)	Lebanon Group	1,098 ..	267	36
---	-----------------------	----------	-----	----

1st to 6th section, $4\frac{1}{2}$ miles.

Total acreage, 2,196—Moiety of cost, Rs. 271·82—

Sectional rate, ·1237c.—Total rate, ·3671c.

J. P. Hortin	Knuckles Group	1,349 ..	495	44
Galaha Ceylon Tea Estates and Agency Company, Limited (G. B. Windus, Superintendent)	Katoologya	584 ..	214	48
Do.	Gangamulla	263 ..	96	60

Total .. 1,539 69

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 10, 1910.

N.B.—Private contributions	Rs. c.	1,541 48
Unexpended balance, 1909 .. .. .	..	1 79
Amount to be recovered in 1910 .. .. .	..	1,539 69

Provincial Road Committee's Office,
Kandy, July 21, 1910.

R. B. HELTINGS,
Chairman.