



Ceylon Government Gazette

Published by Authority.

No. 6,423 — FRIDAY, FEBRUARY 3, 1911.

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and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE KURUWITA RUBBER COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE KURUWITA RUBBER COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof a block of land about 125 acres in extent, situated in Kuruwita korale in the District of Ratnapura, in the Island of Ceylon.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.

- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, 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 Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular 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 consideration for 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, and generally to accept any consideration to be received by the Company in money or in shares (the shares whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person or partly in one of these modes and partly in another or in any other kind or mode whatsoever.
- (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 "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees, divided into Twenty-five thousand shares of Twenty 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 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.
H. G. BOIS, Colombo	One
FRED. WM. BOIS, Colombo	One
HERBERT BOIS (by his attorney H. G. BOIS), Colombo	One
W. H. FIGG (by his attorney T. C. HUXLEY), Colombo	One
EDWARD C. SKRINE, Colombo	One
H. E. GUIMARAENS, Colombo	One
V. A. JULIUS, Colombo	One

Witness to the above signatures, at Colombo, this 12th day of December, 1910:

O. P. MOUNT, Colombo, Solicitor.

ARTICLES OF ASSOCIATION OF THE KURUWITA RUBBER COMPANY OF CEYLON, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained 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 Kuruwita Rubber Company of Ceylon, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of Shareholders as owner or joint-owner of such share.

"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 partnership, 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*.

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Twenty-five thousand shares of Twenty Rupees (Rs. 20) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

SHARES.

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 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, or as remuneration for work done for or services rendered to the Company, 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 share 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 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.

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

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

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

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

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

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

CALLS.

22. The Directors may from time to time make such calls, as they think fit, upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, and each Shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. The register of transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after 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.*

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 41 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Fifty thousand Rupees (Rs. 50,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

61. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

79. Votes may be given either personally, or by proxy, or by attorney duly authorized.

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

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

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

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

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

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

(The Kuruwita Rubber Company of Ceylon, Limited.)

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy 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.

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least one hundred fully or partly paid 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 two thousand rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Harry Gordon Bois, Francis John Poynts Roberts, and Herbert William Crabbe, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

90. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office, as provided in clause 91.

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

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

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

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

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

96. A General Meeting may from time to time at any time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the

Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious acts of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the block of land at Kuruwita korale, Ratnapura, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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.

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and 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 the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.
- (g) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from their other assets.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

H. G. BOIS.

FRED. WM. BOIS.

HERBERT BOIS (by his attorney H. G. BOIS).

W. H. FIGG (by his attorney T. C. HUXLEY).

EDWARD C. SKRINE.

H. E. GUIMARAENS.

V. A. JULIUS.

Witness to the above signatures at Colombo :

[Third Publication.]

O. P. MOUNT, Colombo, Solicitor.

MEMORANDUM OF ASSOCIATION OF GORDON FRAZER AND COMPANY, LIMITED.

1. The name of the Company is "GORDON FRAZER AND COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To acquire and take over as a going concern the business now carried on by John Gordon Frazer and George Ernest Woodman at Colombo, in the Island of Ceylon, under the style or firm of Gordon Frazer and Company, and all the assets and liabilities of the proprietors of that business.
 - (2) To carry on in Ceylon 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.
 - (3) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.

- (4) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (5) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other 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, or grant licenses in respect of, or otherwise turn to account the property, rights, or information so acquired.
- (6) To enter into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in 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 lend money, to guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, or re-issue with or without guarantee, or otherwise deal with the same.
- (7) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (8) To enter into any arrangements with any governments or authorities, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (9) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company (or its predecessors in business), or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful objects.
- (10) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (11) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant, and stock-in-trade.
- (12) To construct, maintain, and alter any buildings or works necessary or convenient for the purposes of the Company.
- (13) To construct, improve, maintain, develop, work, manage, carry out, or control any roads, ways, tramways, railways, branches, or sidings, bridges, reservoirs, water-courses, wharves, manufactories, warehouses, electric works, shops, stores, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (14) To invest and deal with the money of the Company not immediately required in such manner as may from time to time be determined.
- (15) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (16) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase redeem, or pay off any such securities.
- (17) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place, or guaranteeing the placing of any of the shares in the Company's capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (18) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (19) To undertake and execute any trusts, the undertaking whereof may seem desirable, and either gratuitously or otherwise.
- (20) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of the Company.
- (21) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publications of books and periodicals, and by granting prizes, rewards, and donations.
- (22) To procure the Company to be registered or recognized in any foreign country or place.
- (23) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (24) To do all or any of the above matters in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (25) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Four hundred and Fifty thousand Rupees, divided into Three thousand shares of One hundred and Fifty 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 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 Shareholder.
GORDON FRAZER, Colombo	One
GEO. E. WOODMAN (by his attorney GORDON FRAZER), Colombo ..	One
F. JAS. HAWKES, Colombo	One
E. E. POWELL, Colombo	One
F. W. TRELOAR, Colombo	One
F. A. FRAZER (by his attorney GORDON FRAZER), Colombo ..	One
Witness to the above signatures at Colombo, this Twenty-second day of December, 1910:	
OSMUND TONKS, Proctor, Supreme Court, Colombo.	
OSMUND TONKS, Colombo	One
Witness to the above signature, at Colombo, this Twenty-second day of December, 1910:	
R. W. HISLOP, Solicitor, Colombo.	

ARTICLES OF ASSOCIATION OF GORDON FRAZER AND 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 "Gordon Frazer and 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 shall forthwith acquire from John Gordon Frazer and George Ernest Woodman the business of merchants and agents now carried on by them in Colombo, in the Island of Ceylon, together with the goodwill of the said business.

3. 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.

4. 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.

5. The original capital of the Company is Four hundred and Fifty thousand Rupees (Rs. 450,000), divided into Three thousand shares of One hundred and Fifty Rupees (Rs. 150) each.

6. 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.

7. 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.

8. The Directors may in like manner, and with like sanction, reduce the capital or subdivide or consolidate the shares of the Company.

9. 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.

10. 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.

11. 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 company, business, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such company, business, estates, or lands, and that without offering the shares so allotted to the Shareholders.

12. 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.

13. 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.

14. 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.

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

16. 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 giving proxies and exercising the other rights and powers conferred on a sole Shareholders; 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.

17. 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.

18. 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 37 to become a Shareholder in respect of any share.

19. 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.

20. 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.

21. 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.

22. 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.

23. The certificates of shares shall be issued under the seal of the Company and signed by one Director and the Secretary.

CALLS.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. Subject to the provisions hereinafter contained shares may be transferred in the usual common form or in such other forms signed by the transferor and transferee as to the Directors may seem fit to accept. The transferor shall be deemed to remain the holder of any share transferred until the name of the transferee is entered in the register as the holder thereof.

No transfer of shares shall be made during the original management without the consent and approval of the governing Directors or governing Director, as the case may be.

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

31. 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.

32. 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 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 declination shall be absolute.

33. 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 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. If any person who shall become entitled to be registered in respect of any share under clause 38 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.

40. 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, which surrendered shares shall be dealt with by the Directors as they shall deem fit.

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

42. 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.

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

45. 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 43 hereof, shall be redeemable after sale or disposal.

46. 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.

47. 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 shares the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

48. 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.

49. A certificate in writing under the hands of one of the Directors and of the Secretary, 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. 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.

51. 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. 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. 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.

54. The Directors may procure from time to time, in the usual course of business, such temporary advances on the assets in hand, or in the future to be obtained, as they may find necessary or expedient for the purpose of defraying the expenses of carrying on the business of the Company 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.

55. For the purposes 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 a premium or discount, and may from time to time be cancelled, discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

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 in such other manner 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 the 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 the 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:—

Gordon Frazer and 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 after the termination of the original management, 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.

As a remuneration for their services, the Directors shall be entitled to appropriate such sum or sums as shall be provided for by the Company in General Meeting.

93. The first Directors shall be John Gordon Frazer, George Ernest Woodman, Frederick James Hawkes, and Edwin Evans Powell.

GOVERNING DIRECTORS, &C.

94. The said John Gordon Frazer and George Ernest Woodman shall be the first governing Directors of the Company, and shall be both entitled to hold office so long as they between them hold half of the ordinary share capital of the Company; and in the event of one of them vacating the office by death, resignation, or otherwise, the other shall be the sole governing Director, and shall be entitled to hold office so long as he holds one-third of the ordinary share capital of the Company.

The said John Gordon Frazer and George Ernest Woodman whilst holding office of governing Directors, and after one of them vacates the office of governing Director the other whilst holding office of governing Director, shall have full control of the business of the Company, and one of them shall be the Chairman of the Board of Directors, and they or the survivor of them have the power to appoint and remove any other Director or Directors, and may appoint any person in addition to any existing Directors, and may from time to time and at any time appoint, define, limit, and restrict the powers and duties, and fix the qualification and remuneration of any other Directors, and may remove any other Director whomsoever appointed, and may at any time convene a General Meeting of the Company.

So long as the said John Gordon Frazer and George Ernest Woodman or one of them shall be the governing Directors or Director of the Company no other Director or Directors shall be appointed without the consent of such governing Directors or Director. In case the said John Gordon Frazer and George Ernest Woodman shall cease to hold one-half of the ordinary share capital of the Company, each of them shall be deemed thereupon to be elected to office as a Director, unless under the first paragraph of this clause he becomes a sole governing Director.

When both the said John Gordon Frazer and George Ernest Woodman shall have ceased to be governing Directors (which event is hereinbefore and hereinafter referred to as the termination of the original management), then and from thenceforth the Directors shall have power from time to time and at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not exceed five.

95. After the termination of the original management the qualification of every Director shall be the holding of shares of the Company of the nominal value Rs. 1,500.

96. One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, and upon the termination of the original management as Managing Director or Managing Directors of the Company, 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.

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.

97. Until otherwise determined by extraordinary resolution, the Directors for the time being shall continue to hold office, subject only to the 94th and 104th clauses hereof.

98. 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 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.

100. 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.

101. 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.

102. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious acts 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.

103. 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.

104. The office of the Director shall be vacated—

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

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.

105. The Directors shall have power to carry into effect the acquisition of the business of Gordon Frazer & Co. and the lease, purchase, or acquisition of any company, business, lands, estates, property, rights, or privileges, including the goodwill and connection of any business they may think fit, or any share or shares thereof.

106. The business of the Company shall be managed by the Directors or through a Managing Director, or with the assistance of a secretary or secretaries of the Company, to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said business and others, and otherwise in or about the working and business of the Company.

107. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and the 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.

108. 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 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.

109. 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.

110. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may authorize 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.

111. 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.

112. 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.

113. 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.

114. 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.

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

116. 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.

117. 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.

118. 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 person 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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 transactions 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.

124. The Secretary or Secretaries for the time being, or, if there be no Secretary 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.

125. 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 any of them shall be open to the inspection of the Shareholders, and no Shareholders shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

126. 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.

127. 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.

128. 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 any two or more of the Directors.

129. A copy of such account, balance sheet, and report shall, for seven days previous to the meeting, be kept at the office open to the inspection of the members, but the same shall not be circulated, and no copy of, or extract from, the same shall be taken.

130. 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.

131. 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.

132. 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.

133. 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.

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

135. 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.

136. 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.

137. 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.

138. 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.

139. 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.

140. 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.

141. 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.

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

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

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

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

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

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

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

EVIDENCE.

154. 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.

155. 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 dissolution, or at any other time when a sale of the Company's property or effects or any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

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

GORDON FRAZER.

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

F. JAS. HAWKES.

E. E. POWELL.

F. W. TRELOAR.

F. A. FRAZER (by his attorney GORDON FRAZER).

Witness to the above signatures at Colombo :

OSMUND TONKS,
Proctor, Supreme Court, Colombo.

OSMUND TONKS,

Witness to the above signature at Colombo :

R. W. HISLOP,
Solicitor, Colombo.

MEMORANDUM OF ASSOCIATION OF THE CEYLON NARANGODA COCONUT ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON NARANGODA COCONUT ESTATES COMPANY, LIMITED."

2. The registered office is to be established in Negombo.

3. The objects for which the Company is established are—

- (1) To acquire St. Catherine's estate in Narangoda as from August 13, 1910.
- (2) To purchase, take on lease, or otherwise acquire any other estate or estates.
- (3) To sell, let, underlet, surrender, transfer, 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 of money, shares, debentures, or securities in any other company or for any other consideration.
- (4) To work and develop St. Catherine's or Narangoda estate and any other estate or estates that may be subsequently acquired.
- (5) To invest, lend, or otherwise deal with the monies of the Company upon such security or without security and in such manner as may from time to time be determined.

- (6) To borrow or raise money for the purposes of the Company, to receive money or deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (7) 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 or exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereof, or any part or parts thereof.
- (8) To make, accept, endorse, issue, and execute promissory notes, bills of exchange, warrants, debentures, bills of lading, and other negotiable or transferable instruments.
- (9) 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 the conduct of its business.
- (10) To provide for the welfare of persons in the employment of the Company or formerly in their employment, and the widows and children of such persons and others dependent upon them by granting money or pensions, subscribing to sick, or benefit clubs, or societies, or otherwise as the Company shall think fit, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or any public, general, or useful object.
- (11) To procure the Company to be registered in the Island of Ceylon and if when desired elsewhere, or to establish and regulate in the United Kingdom, Ceylon, or in the Colonies, or elsewhere abroad agencies for any of the purposes of the Company.
- (12) To pay for any lands, real and personal, immovable or movable estate or property or assets of any kind, acquired or to be rendered to the Company, or for any services rendered to or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether partly paid up or fully paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (13) To accept as consideration for the sale or disposal of any lands real or personal, immovable or movable estate or property or assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any consideration to be raised by the Company, moneys or shares whether partly paid up or fully paid up of any company, or the debentures or debenture stock or obligations of any company or person or partly one or partly any other.
- (14) To distribute among the Shareholders in specie any property of the Company, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (15) To do all or any of the above things in any part of the world and as principals, agents, contractors, or otherwise and either alone or in conjunction with others, either by or through agents, sub-contractors, trustees, corporations, or otherwise.
- (16) To do all such other things as may be necessary, incidental, conclusive, or convenient to the attainment of the above objects or any of them. It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectfully 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.
GEO. SCHRADER, Wester Seaton estate, Negombo	One
JNO. H. PEREIRA, Johnsland, Negombo	One
C. L. DE ZYLVA, Nelsruhe, Negombo	One

Witness to the above three signatures, at Negombo, this Twenty first day of September, 1910 :

S. C. SANSONI,
Proctor, Supreme Court, Negombo, Ceylon.

SOLOMON FERNANDO, Sigiriya, Colombo	One
CHAS. P. DE SILVA, Carlton House, Moratuwa	One
J. W. WEERASURIYA, Dodanduwa	One
DAVID ROCKWOOD, Fountain House, Colombo	One

Witness to the signatures of SOLOMON FERNANDO, CHAS. P. DE SILVA, and J. W. WEERASURIYA, at Colombo, this Sixth day of October, 1910 :

L. B. FERNANDO,
Proctor, Supreme Court.

Witness to the signature of DAVID ROCKWOOD, at Colombo, this Eighteenth day of October, 1910 :

L. B. FERNANDO,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE CEYLON NARANGODA COCONUT ESTATES COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Ceylon Narangoda Coconut Estates 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 includes 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 hundred and Eighty thousand Rupees (Rs. 180,000), divided into Six thousand shares of Thirty Rupees (Rs. 30) 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 shares 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 or 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, payments of the whole or any part of the purchase price or any such estates or lands, and that without offering the shares allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereto 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 shares.

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 the Directors and the Agents and Secretaries.

CALLS.

23. The Directors may from time to time make such calls as they think fit upon the Shareholder in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that one month's 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 pay interest to the time of actual payment, but the Directors may when they think fit remit altogether or in part any sum becoming payable for interest under this clause.

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 on 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 same 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 advance have been made, the Board may pay or allow interest at such rates as the Shareholders paying such sum in advance and the Directors may agree upon.

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 to 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 share 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 instalments 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 by auction amongst the Shareholders, 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 only 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 or 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 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 moneys 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 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.

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 at 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 affected 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 the 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. 20,000.

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, allotments 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 money 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 two 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 Meeting 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 Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of 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 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 convene the second meetings 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 be adjourned to the same date 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 meetings, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; or 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 meetings from which the adjournment took place, unless due notice thereof shall be given.

76. The 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 in person or by proxy or 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 executors 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 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 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 appointer, or if such appointer be a company or corporation, it shall be under the common seal of such company or corporation.

88. The instrument appointing a proxy shall, as nearly as circumstances will admit, be in the following form:—

The Ceylon Narangoda Coconut Estates 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 (for) 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 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 Two 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 Dr. Solomon Fernando, John H. Pereira, Dr. David Rockwood, and C. Lionel de Zylva, who shall hold the 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 and (or) Visiting Agent or Agents of the Company, or Superintendent or Superintendents of any 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 (or) Visiting Agent or Visiting Agents, or Superintendent or Superintendents.

The Directors may confer on the Managing Director or Managing Directors all of 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 of expense happening to the Company by the inefficiency or deficiency of title to any property acquired for or on behalf of the Company 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 ceased 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 land, 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 Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance or by these presents 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.

112. 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 revoke such appointment.

113. The Director 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.

114. 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.

115. 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.

116. 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 debt 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 purpose 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 vary or release such investments.
- (f) To delegate to any one of 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 Directors in that behalf and from time to time 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 several sums so set aside upon such investments as they may think fit, and from time to time deal with and every 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 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.

117. 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.

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

119. 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.

120. 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.

121. The Board may delegate any of their powers to committee 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 informed 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 purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

122. The meetings and proceedings of such committee shall be governed by 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.

123. 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.

124. 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.

125. 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 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.

126. 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.

127. The Agent or Secretary or 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 manner at the registered office of the Company as the Directors think fit.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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 recommended should be paid out of the profit by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

133. 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.

134. 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.

135. 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.

136. 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.

137. 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.

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

139. 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.

140. 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.

141. 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.

142. 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.

143. 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.

144. 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.

145. 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.

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

147. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares, whilst any money 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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 filled, 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.

153. 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.

154. 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.

155. 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.

156. 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.

157. 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 it into a post office or post box, and the entry in the Company's books of 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.

158. 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.

159. 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.

160. 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 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 RELATING TO WINDING UP OR DISSOLUTION OF THE COMPANY.

161. 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 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 respective names at the places and on the dates hereunder written.

GEO. SCHRADER.
JNO. H. PEREIRA.
C. L. DE ZYLVA.

Witness to the above three signatures, 21st September, 1910 :

S. C. SANSONI,
Proctor, Supreme Court, Negombo.

SOLOMON FERNANDO, Sigiriya, Colombo.

CHAS. P. DE SILVA, Carlton House, Moratuwa.

J. W. WEERASURIYA, Dodanduwa.

DAVID ROCKWOOD, Fountain House, Colombo.

Witness to the signatures of SOLOMON FERNANDO, CHAS. P. DE SILVA, and J. W. WEERASURIYA at Colombo, this 6th day of October, 1910 :

L. B. FERNANDO,
Proctor, Supreme Court.

Witness to the signature of DAVID ROCKWOOD at Colombo, this 18th day of October, 1910 :

L. B. FERNANDO,
Proctor, Supreme Court.

[First Publication.]

The Kalutara Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, February 21, 1911, at 12 noon.

Business.

- (1) To receive the report of the Directors and accounts for the past year.
- (2) To transact any other business that may be duly brought before the meeting.

Notice is hereby given that the transfer books of the Company will be closed from February 14 to 21, 1911, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, February 1, 1911. Agents and Secretaries.

The Ruanwella Tea Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort Colombo, on Tuesday, February 21, 1911, at 12.30 P.M.

Business.

- (1) To receive the report of the Directors and accounts for the past year.
- (2) To transact any other business that may be duly brought before the meeting.

Notice is hereby given that the transfer books of the Company will be closed from February 14 to 21, 1911, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, February 1, 1911. Agents and Secretaries.

The Dickoya Tea Co., Ltd.

NOTICE is hereby given that the Third Ordinary General Meeting of the Shareholders of the Company will be held at noon, on Monday, February 13, 1911, at the registered office of the Company, No. 14, Queen street, Colombo :—

- (1) To receive the report of the Directors and the statement of accounts to December 31, 1910.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor.
- (5) To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,

Colombo, February 2, 1911. Agents and Secretaries.

The Gangawatta Estates Co. of Ceylon, Ltd.

NOTICE is hereby given that the Fourteenth Ordinary General Meeting of the Shareholders of the Company will be held at 12.30 P.M. on Monday, February 13, 1911, at the registered office of the Company, No. 14, Queen street, Colombo.

Business.

- (1) To receive the report of the Directors and statement of accounts for year ended December 31, 1910.
- (2) To declare a dividend.
- (3) To elect a Director, appoint an Auditor, and to transact any other business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,

Colombo, February 2, 1911. Agents and Secretaries.

2/50 The Mount Lavinia Hotel Co., Ltd.

NOTICE is hereby given that an Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 22, Baillie street, Fort, Colombo, on Tuesday, February 21, 1911, at 11.30 A.M.

Business.

- (1) To receive the report of the Directors and accounts for six months ending December 31, 1910.
- (2) To declare a dividend.
- (3) To elect Auditors for 1911.
- (4) To transact such other business as may properly come before the Meeting.

The share transfer books of the Company will be closed from February 7 to 24, 1911, inclusive.

By order of the Directors,

LEWIS BROWN & Co.,

Colombo, February 1, 1911. Agents and Secretaries.

2/50 The Yataderiya Tea Company of Ceylon, Limited
(in Liquidation).

AT an Extraordinary General Meeting of the Members of the above-named Company duly convened and held at the registered office of the Company on December 19, 1910, the following special resolution was duly passed, and, at a subsequent Extraordinary General Meeting of the Members of the said Company held at the registered office of the Company on January 25, 1911, the said special resolution was duly confirmed, viz. —

“That this Company be wound up voluntarily.”

Messrs. Henry Pitman Church, Harold Douglas Thornton, and Patrick Haggart Fraser were appointed Liquidators of the Company.

THE EASTERN PRODUCE AND ESTATES CO., LTD.,
(THOS. P. SIMPSON, Manager.)

Colombo, January 25, 1911. Agents and Secretaries.

CHARLES ALEXANDER, DE SILVA, of Maradana, Colombo, shall six weeks hence apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, January 31, 1911. CHAS. ALEX. DE SILVA.

I, O. SIMON P. JAYASINGHA, of Weligampitiya, in Ragam pattu of Atūtkuru korale, do hereby give notice, in terms of the rule 2 of the Schedule I, B., to the Ordinance No. 1 of 1897, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Badulla.

O. SIMON P. JAYASINGHA.

Colombo, January 16, 1911.

I, THE under-signed, Mohamado Lebbe Samsu Deen, of 227, Dematagoda, do hereby notify to the public that I have been appointed by the Muhammadan Community of Kollupitiya as Trustee of the Kollupitiya Mosque for a period of five years commencing from January 1, 1911, as per public meeting re Kollupitiya Mosque held at Kollupitiya on January 1, 1911, and published in the *Ceylon Independent* of January 7, 1911.

MOHAMADQ LEBBE SAMSU DEEN.

227, Dematagoda, Colombo, January 28, 1911.

UNDER and by virtue of the decree entered in case No. 30,667 of the District Court of Colombo, I am directed by the said Court to put up for sale by public auction on February 18, 1911, at 4.30 P.M., at the Salee, No. 115, Hulftsdorp street, New Bazaar, Colombo, of Mr. L. B. Fernando, Proctor, the following properties declared bound and executable under the said decree, for the recovery of the sum of Rs. 30,000, with interest and costs of suit, and ordered to be sold by the said decree, to wit:—

1. All that defined portion of land called Talgahawatta, with the house and buildings standing thereon, situated at Idama in Moratuwa, in extent 1 rood and 18 perches.

2. All that and those the estate, plantations, and premises called and known as Nilwaka, situated in the villages Nilwaka and Handawala, in the district of Kegalla, in the Province of Sabaragamuwa, consisting of five allotments of land adjoining each other and forming one property, in extent 27 acres 3 roods and 26 perches.

3. All that $\frac{1}{2}$ part or share, in extent 21 acres 2 roods and $23\frac{3}{4}$ of a perch, towards and on the northern side of all that part of the garden called Sembattaikani, situated in the village Sembattai, in the Puttalam pattuwa, in the district of Puttalam, North-Western Province, in extent 64 acres 3 roods and 31 perches.

M. PEERIS,

Colombo, January 27, 1911.

Auctioneer.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

THE postponed sales of the following properties, seized for non-payment of consolidated rate and previously advertised for sale, will take place as shown below. Sales to commence at 7 A.M. each day:—

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
4063-125	.. Mutwal	.. October 26, 1910	.. February 11, 1911
4015-32	.. Modera street	.. November 26, 1910	.. do.
1482-231	.. Madampitiya	.. December 10, 1910	.. do.
3286-158 (1)	.. Alutmawatta	.. December 3, 1910	.. do.
3288-158 (3)	.. Do.	.. do.	.. do.
3289-157 (1)	.. Do.	.. do.	.. do.
3290-157	.. Do.	.. do.	.. do.
3291-157 (2)	.. Do.	.. do.	.. do.
3292-185	.. Do.	.. do.	.. do.
3009-28	.. Do.	.. do.	.. do.
3368-23 (1)	.. Do.	.. December 2, 1910	.. do.
2803-353	.. Do.	.. December 3, 1910	.. do.
2804-342 (1)	.. Do.	.. November 26, 1910	.. do.
2805-343 (2)	.. Do.	.. do.	.. do.
2806-342 (1)	.. Do.	.. do.	.. do.
2807-343 (2)	.. Do.	.. do.	.. do.
2808-348	.. Do.	.. do.	.. do.
2809-345-347	.. Do.	.. do.	.. do.
2810-344	.. Do.	.. do.	.. do.
2811-342	.. Do.	.. do.	.. do.

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
2866-32 (4)	Wall's lane	December 2, 1910	February 13, 1911
2867-31	Do.	do.	do.
2868-31 (1)	Do.	do.	do.
2869-31 (2)	Do.	do.	do.
2870-31 (3)	Do.	do.	do.
2871-31 (4)	Do.	do.	do.
3028-263	Alutnawatta	December 10, 1910	February 11, 1911
3222-92	Do.	December 9, 1910	do.
3223-92 (1)	Do.	do.	do.
3837-221	Modera street	November 24, 1910	do.
3941-99	Do.	do.	do.
4141-53	Mutwal street	November 17, 1910	do.
48	M. Cemetery street	November 29, 1910	do.
1459-149A	2nd Division, Maradana	December 6, 1910	do.
1443-160	Do.	do.	do.
1442-161	Do.	do.	do.
1137/1138-99	Dematagoda	December 19, 1910	do.
70	Kollupitiya road	December 22, 1910	do.
898-94/98	Wolfendahl street	November 4, 1910	do.
808-136/137	Nagalagam street	December 15, 1910	do.
809-137	Do.	do.	do.
810-1	Do.	do.	do.
811-2-6	Do.	do.	do.
812-7-8-9	Do.	do.	do.
813-12	Do.	do.	do.
814-13	Do.	do.	do.
815-16-21	Do.	do.	do.
816-22-23	Do.	do.	do.
817-24	Do.	do.	do.
818-25	Do.	do.	do.
819-26	Do.	do.	do.
820-27-28	Do.	do.	do.
821-29	Do.	do.	do.
822-30-31-32	Do.	do.	do.
823-33	Do.	do.	do.
824-34	Do.	do.	do.
825-38	Do.	do.	do.

The Municipal Office,
Colombo, February 1, 1911.

R. R. DUNUWILLE,
Secretary.

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of police and light rate and water rate due on the premises, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates, and taxes, and costs be duly paid:—

List A/2.—Properties in Ampitiya, Gregory road, Hewaheta, Taawatta, and Uda Talwatta, on Friday, February 24, 1911, commencing at the first-named premises at 8 o'clock A.M.

List B/2.—Properties in Udawattakelle and Mapanawatura, on Saturday, February 25, 1911, commencing at the first-named premises at 8 o'clock A.M.

No.	Description of Property.	Reputed Owner.
8	House and land	Dalada Maligawa
23-25 and a	Houses and land	L. B. Yatawara (lessee)
29 and a	Do.	A. M. Goonetilleke
30	Field	L. B. Yatawara
<i>Gregory road.</i>		
1 and a	Lands	George Wijesekara
5a	House and land	Samararatne
<i>Hewaheta-Talwatta.</i>		
19a	House and land	D. M. Kiri Banda
27 and 28	Houses and land	W. Elisa Nona
20	House and land	D. B. Abeyagoonasekera
32 and 33	Houses and land	T. P. Perera
<i>Uda Talwatta.</i>		
3	Field	Gangarama Vihare
<i>List B/2.</i>		
<i>Udawattakella.</i>		
1 and 3	Fields	W. E. Weerasinghe
5	Do.	Bastian Appuhamy
6	Do.	Rankira

The Municipal Office,
Kandy, January 23, 1911.

List A/2.
Ampitiya.

By order,

JAS. JAYATILLEKE,
Secretary.

Mapanawatura.

No.	Description of Property.	Reputed Owner.
1	House and land	Gangarama Vihare
13	Do.	Karandawatte Kira
14	Do.	Kiri and Puli
16 and 17	Houses and land	Gangaturayalagedara Pina
28a	House and land	Galapitiyagedarewatte Menika
32	Field	B. G. Nandua and others
34	Do.	M. T. Lebbe
37	Do.	G. Malalu
39	Do.	M. T. Lebbe
40	Do.	G. Mallu
43a and 50	House and lands	Karunapedigedara Kira
59	House and land	E. Sirimala
60	Do.	Mrs. Sinna Tamby
66	Land	Kira Maha Duraya
69	Do.	Sinna Lebbe and Brothers
70	Do.	Ibrahim Lebbe and Brothers
72	Do.	Lady de Soysa
81	Field	M. T. Lebbe
88	Land	Tennekoon
91	Field	M. T. Lebbe
98	House and land	K. Sindu
106a	Do.	Pattu Muttu
109	Do.	P. Uduman Lebbe
126	Field	Badoor Deen
127	Do.	Thi Maricar

MUNICIPALITY OF GALLE.**Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on Saturday, December 10, 1910.**

The Council met this day at 2 P.M., pursuant to notice dated December 5, 1910.

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

The Minutes of the General Meeting held on November 12, 1910, a copy of which was sent to each Member, were taken as read.

Resolved—That the Minutes of the General Meeting of November 12, 1910, be confirmed.

1. Papers *re* proposed by-laws to prevent spitting in buildings open to the public or in public conveyances.

Resolved—That the by-laws set out in annexure A be approved and submitted to Government for sanction.

2. The Hon. the Colonial Secretary's letter No. 20 dated November 12, 1910, forwarding amended rules relating to the granting of pensions, &c., to the Officers of this Municipality and stating that they have been approved by the Governor in Executive Council.

Resolved—That the rules be adopted and published in the *Government Gazette*.

3. Papers *re* supply of water to the shipping.

Resolved—(1) That the Shipping Agents in Galle be again written to asking for the amount paid to their contractor for supplying water to ships, as the figures supplied by the contractor appear to be excessive; (2) that the Provincial Engineer be asked kindly to submit estimate of cost of main, &c., for supplying water to the shipping.

4. *Extracts from Minutes of Meeting of Finance and Assessment of December 10, 1910.*

(2) Papers *re* remuneration to Council's Lawyer for preparation of new by-laws in connection with the improved water supply.

Resolved—That the Council's Lawyer be paid a sum of Rs. 105 for the work.

(3) Application from Mr. C. L. Bogaars, Waterworks Overseer, to retire on pension and for three months' full pay leave preparatory to retirement.

Resolved—That the application be allowed on condition that arrangements are made for the performance of his duties without additional expense to the Council.

5. Application from the following officers for increase of pay:—

- (1) J. Buultjens, Overseer, Scavenging, Fort.
- (2) O. de Silva, Overseer, Health Department.
- (3) Charlis, Watcher, Night Soil Depôt.

Resolved—That each of the above-named officers be given increments of Rs. 2-50 per mensem from January 1, 1911, for 4 years with similar further increments quadrennially until a maximum of Rs. 360 per annum is reached.

6. Application for increase of pay from Inspector D. G. Johannis.

Resolved—That he be allowed to draw the maximum salary of the post from January, 1911, on his furnishing proof of age.

(11) Papers *re* Adjustment of Accounts for 1910.

Resolved—That in accordance with section 101 of the Ordinance No. 6 of 1910, the Council be recommended to sanction the increase and decrease of the following expenditure votes made with a view of adjusting the accounts for 1910:—

		INCREASE.			
		Rs.	c.		Rs. c.
<i>I.—Non-effective Charges.</i>				<i>XIII.—Scavenging.</i>	
5.	Interest and sinking fund for loan for sanitary improvements ..	30	0	Other Charges.	
				51.	Contingencies ..
					30 0
<i>III.—Secretariat.</i>				<i>XIV.—Health Department.</i>	
	Other Charges.			Other Charges.	
14.	Refunds ..	450	0	59.	Coir dust and transport ..
16.	Printing ..	200	0		56 0
<i>IV.—Vehicles and Animals Department.</i>				<i>XV.—Waterworks.</i>	
	Personal Emoluments.			Other Charges.	
26.	Commission to vehicles and animals tax collectors ..	20	0	67.	Repairs, &c., to waterworks ..
					250 0
<i>VII.—Slaughter-houses.</i>				<i>XVI.—Public Works Department.</i>	
	Other Charges.			Public Works Annually Recurrent.	
36.	Grass for cattle and goats ..	90	0	70.	Watering streets ..
					150 0
				76.	Upkeep of bridges ..
					30 0
				78.	Cleaning canals ..
					123 9
				84.	Rebuilding Keppu-ela bridge ..
					75 0
<i>XII.—Sanitary Department.</i>				Public Works Extraordinary.	
	Other Charges.			88.	Acquisition of land ..
47.	Contingencies ..	10	0		1,582 39
49.	Anti-mosquito brigade ..	1,300	0		
				Total ..	4,396 48

DECREASE.

<i>XVI.—Public Works Department.</i>		Rs.	c.
85.	Minor Works ..	123	9
87.	Keppu-ela retaining wall ..	2,273	39
91.	New buildings, &c., I. D. H., Dadalla ..	2,000	0
	Total ..	4,396	48

Resolved—That the Extracts from the Meeting on Finance and Assessments of December 10, 1910, be and that they are hereby approved.

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

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

Confirmed:

The Municipal Office,
Galle, January 23, 1911.

D. G. GOONEWARDENE,
Chairman.

ANNEXURE A.—*Vide* RESOLUTION No. 1.

Proposed by-laws under section 110 of the Ordinance No. 6 of 1910.

Spitting in buildings open to the public or in public conveyances, including those plying for hire, is prohibited.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Galle held in the Municipal Office on Saturday, December 10, 1910.

The Council met this day at 2.30 P.M., pursuant to notice dated December 5, 1910, in terms of section 98 of the Ordinance No. 6 of 1910, to finally consider the Budget for 1911, as published in *Government Gazette* No. 6,412 of November 25, 1910.

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

The Budget for 1911, as prepared by the Standing Committees on Law and General Subjects, (2) Market and Sanitation, (3) Municipal Works, and (4) Finance and Assessment on November 12, 1910, and published in the *Government Gazette* of November 25, 1910, was considered and passed with the following amendments:—

		EXPENDITURE.			
		Rs.	c.		Rs. c.
<i>I.—Non-effective Charges.</i>				<i>XIII.—Scavenging.</i>	
5.	Interest and sinking fund on loan for sanitary improvements, <i>add</i> ..	30	0	Personal Emoluments.	
				53.	Salaries, <i>add</i> ..
					30 0
<i>XII.—Sanitary Department.</i>				<i>XIV.—Health Department.</i>	
	Personal Emoluments.			Personal Emoluments.	
50.	Salaries, <i>add</i> ..	66	0	62.	Salaries, <i>add</i> ..
					60 0

Confirmed:

The Municipal Office,
Galle, January 23, 1911.

D. G. GOONEWARDENE,
Chairman.

Report of the Medical Officer of Health for the month of December, 1910.

Scavenging was well attended to.
 Drainage.—Not satisfactory.
 Water supply.—Labuduwa water was good.
 Alleys were kept clean.
 Bakeries were kept in good order.
 Markets were well kept.
 Cattle.—244 cattle and 170 goats were passed during the month.
 Slaughter-houses and cattle shed were well kept.
 Latrines were well kept.
 Mosquito Brigade.—Gardens along Hirimbure road and Hall's road were cleaned.
 General Health.—One case of measles, fourteen of chickenpox, two of dysentery, one of enteric, and one of continued fever, were reported during the month.

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

Progress Report of Works done brought up to December, 1910.

	Amount of Vote.		Expenditure in Dec., 1910.		Expenditure up to Dec., 1910.		Balance.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Upkeep of roads	12,000	0	1,214	4	9,971	64a	2,028	36
Upkeep of bridges	630	0	26	23	627	53b	2	47
Repairs to waterworks	450	0	52	91	121	81c	328	19
Repairs to carts	500	0	50	0	484	55d	15	45
Upkeep of Municipal buildings	1,250	0	202	69	812	46e	437	54
Upkeep of drainage, Fort	500	0	38	41	499	42f	0	58
Upkeep of drainage, suburbs	1,000	0	—	—	477	50g	522	50
Keppu-ela retaining wall	226	61	—	—	205	0h	21	61
Extension of street lighting	1,000	0	25	51	974	26i	25	74
Windmill	270	0	—	—	260	55j	9	45
Repairs to buildings, Segregation Camp	500	0	20	0	396	67k	103	33
Minor works	876	91	213	53	506	77l	370	14
New drains	3,000	0	54	82	999	84m	2,000	16
Rebuilding, footbridge	731	70	—	—	731	17n	0	53
New carts	750	0	—	—	790	0o	—	—
New works and buildings	1,000	0	—	—	174	27p	825	73
Acquisition of land	6,582	39	—	—	6,582	39q	—	—

(a) Metalled 189 lines, gravelled 99 lines, cleared jungle and trimmed and reduced sides 1,383 lines, cleared drains 1,322½ lines, procured 667 cubes of metal and cubes of gravel 351, patched with metal 313 squares, patched with gravel 58 squares, repaired culverts.

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

(c) Repair of water service post, cost of brass mesh, fixing brass wire to Bikke, and repairs to service pipes and painting reservoir sluice.

(d) Repairs to eighteen scavenging carts, three water carts, four iron hand carts, thirteen latrine carts, and barrel cart.

(e) Repairs to betel sheds, slaughter-house, sea bathing place room, Victoria park, Health Department storeroom; repairs to latrines; cleared urinal pipe, tennis court rooms, Pavilion; cost of na planks and cost of teakwood, cost of paint for betel sheds and cost of tennis net, Victoria park.

(f) Repairs to Fort drains, side drain, Great Moderbay street, and clearing sewers, Fort.

(g) Repairs to drains, fish market, Cross street, Sea street, Bazaar Triangle, Kaluwella cross drain, and Pettigala drain.

(h) Building Keppu-ela retaining wall.

(i) Fixing Autolux lamp, &c.

(j) Repair of windmill.

(k) Repairs of building, Segregation Camp, Infectious Diseases Hospital, Dadalla; cost of barbed wire, milla posts; cleared newly acquired land at Dadalla; and repairs to outhouses.

(l) Improving Pettigala-ela and cost of coconut pegs.

(m) Repair of wooden receptacles and repair of carriage stand, Bazaar Triangle; repair of lean, Triton Bastion; fixing stone seat, Victoria park; cost of teak and cost of paint and repair of garden seat.

(n) Repair of footbridge and cost of materials.

(o) Built three iron hand carts, two latrine carts, and two scavenging carts.

(p) Repair a portion of Hume road.

(q) Acquisition of land for Infectious Diseases Hospital and Segregation Camp, Dadalla.

D. M. MOREIRA,
 Secretary.

Statement of Receipts and Disbursements on account of the Municipal Fund from January 1 to December 31, 1910.

REVENUE.

	Estimated Revenue for 1910.		Receipts to December 31, 1910.		Estimated Revenue for 1910.		Receipts to December 31, 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	12,717	50	5 Lighting rate	5,300	0	5,184 94.
2 Taxes on vehicles and animals	8,000	0	8,269	0	6 Assessment rate	17,000	0	16,519 14
3 Taxes on vehicles and animals—costs	40	0	1	70	7 Water-rate	4,500	0	4,482 80
4 Dog tax	700	0	554	75	8 Lighting, assessment, and water-rate—costs	500	0	546 26
					III.—LICENSES.			
					9 Stamp duty on carriages for hire	700	0	426 8
					10 Stamp duty on hackeries for hire	400	0	633 66

	Estimated Revenue for 1910.		Receipts to December 31, 1910.			Estimated Revenue for 1910.		Receipts to December 31, 1910.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
11 Stamp duty on jinrickshas for hire	75	0	90	68					
12 Stamp duty on carts for hire ..	900	0	1,062	70					
13 Stamp duty on boats for hire ..	250	0	272	3					
14 Stamp duty on firearms ..	25	0	90	51					
15 Stamp duty on intoxicating liquors ..	2,500	0	2,688	6					
16 Stamp duty on butchers' licenses	50	0	48	75					
17 Stamp duty on licenses to slaughter cattle ..	5	0	3	82					
18 Stamp duty on Supreme Court proctors ..	300	0	380	25					
19 Stamp duty on District Court proctors ..	450	0	394	87					
20 Stamp duty on notaries' certificates ..	85	0	98	48					
21 Stamp duty on licenses for arrack taverns ..	4,500	0	5,328	12					
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	85	50					
25 Motor cars and drivers' licenses	125	0	300	0					
26 Licenses for offensive and dangerous trades ..	150	0	115	50					
IV.—FINES.									
27 Judicial fines ..	2,000	0	2,318	99					
V.—TOLLS.									
28 Paradowawatta and Morawak korale roads ..	12,155	0	13,901	66					
29 Gintota toll ..	6,875	0	6,875	0					
VI.—SLAUGHTER-HOUSES.									
30 Slaughter-house fees ..	500	0	585	0					
31 Pounding and feeding cattle and goats ..	700	0	1,036	44					
32 Special licenses to slaughter cattle, goats, and pigs ..	30	0	30	75					
VII.—HEALTH DEPARTMENT.									
33 Sale of disinfectants ..	25	0	23	5					
34 Conservancy of dry-earth closets	6,550	0	7,483	77					
VIII.—MARKETS.									
35 Fish market and auction shed ..	12,100	0	12,100	0					
36 Meat market bazaars ..	450	0	447	50					
37 Green market bazaars ..	2,124	0	2,124	0					
38 Fruit market bazaars ..	2,610	0	2,610	0					
39 Refuse meat market, bazaars ..	126	0	133	50					
40 Fort market ..	350	0	368	75					
41 Dewate market ..	151	0	151	0					
42 Kaluwella market ..	150	0	150	50					
43 Betel sheds ..	430	0	551	0					
44 Private markets ..	400	0	325	0					
IX.—RENTS.									
45 Bathing and drinking wells, Talbot town ..	250	0	250	0					
46 Room in Pavilion ..	24	0	24	0					
47 Pavilion ..	60	0	60	0					
48 Encroachment—ticket of occupancy ..	1	0	1	0					
49 Victoria park tennis court ..	55	0	48	75					
50 Office verandah ..	12	0	12	0					
51 Boutiques and verandahs of boutiques in meat market bazaars ..	166	0	166	0					
52 Fruit trees ..	236	0	246	0					
X.—MISCELLANEOUS.									
53 Sale of fare tables ..	70	0	64	25					
54 Sale of enamelled numbered plates for carts ..	500	0	334	0					
55 Metal tickets for dogs ..	175	0	77	75					
56 Sale of building applications ..	10	0	17	36					
57 Sale of manure ..	10	0	8	50					
58 Sale of unserviceable articles ..	25	0	54	20					
59 Sale of house rubbish ..	80	0	80	0					
60 Interest ..	500	0	1,411	83					
61 Fees for testing weights and measures ..	25	0	66	88					
62 Fees for notice boards ..	45	0	69	50					
63 Sundry receipts ..	250	0	258	14					
64 Surplus account from sale of unclaimed stray cattle ..	20	0	38	46					
65 Opium ..	20,500	0	14,291	0					
66 Licenses to graze cattle ..	400	0	575	25					
67 Fees for decorations, pandals, &c.	25	0	54	50					
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	364	50					
Total ..	135,885	0	179,114	90					
DEPOSIT ACCOUNT.									
Balance brought forward ..	—		11,502	8					
Security ..	—		7,678	33					
Police Court fines ..	—		1,029	0					
Miscellaneous ..	—		12,300	72					
Total ..	—		32,510	13					
Grand Total ..	—		211,625	3					

EXPENDITURE.

	Estimated Expenditure for 1910.		Disbursements to December 31, 1910.			Estimated Expenditure for 1910.		Disbursements to December 31, 1910.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
I.—NON-EFFECTIVE CHARGES.									
1 Pensions ..	1,339	23	1,339	23					
2 Fee for audit of accounts ..	1,000	0	1,000	0					
3 Maintenance of police ..	13,000	0	12,869	72					
4 Interest and sinking fund on loan for waterworks ..	3,500	0	3,500	0					
5 Interest and sinking fund on loan for sanitary improvements ..	2,225	0	2,255	0					
II.—SALARIES AND EXPENSES OF DEPARTMENTS.									
6 Chairman ..	500	0	500	0					
III.—SECRETARIAT.									
Personal Emoluments.									
7 Salaries ..	9,388	0	9,321	11					
8 Allowances ..	840	0	810	0					
9 Commission to road tax collectors	1,500	0	1,394	25					
10 Commission for assessing properties ..	20	0	—						
11 Commission to lighting rate collectors ..	350	0	317	45					
12 Commission to assessment rate collectors ..	1,050	0	793	23					
13 Commission to water-rate collectors ..	275	0	207	49					
Other Charges.									
14 Refunds ..	50	0	487	43					
15 Advertisements ..	250	0	91	96					
16 Printing ..	1,500	0	1,533	55					
17 Stationery ..	350	0	345	41					
18 Furniture ..	100	0	83	70					
19 Petty expenses ..	150	0	140	0					
20 House numbers ..	20	0	1	36					

	Estimated Expenditure for 1910. Rs. c.	Disburse- ments to December 31, 1910. Rs. c.
21 Uniform for inspectors and others ..	250 0	124 0
22 Miscellaneous ..	500 0	187 2
23 Rent of Municipal Office ..	300 0	300 0
IV.—VEHICLES AND ANIMALS DEPARTMENT.		
<i>Personal Emoluments.</i>		
24 Salaries ..	180 0	180 0
25 Allowance ..	8 0	8 0
26 Commission to vehicle and animal tax collectors ..	50 0	65 54
27 Commission on fines to inspectors ..	125 0	70 23
<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	294 79
29 Seizure and destruction of dogs ..	500 0	161 59
V.—JUDICIAL.		
<i>Personal Emoluments.</i>		
30 Salaries ..	1,000 0	583 40
31 Allowance ..	60 0	60 0
<i>Other Charges.</i>		
32 Costs in legal proceedings ..	50 0	47 0
VI.—MARKETS.		
<i>Personal Emoluments.</i>		
33 Salaries ..	654 0	654 0
<i>Other Charges.</i>		
34 Rent of Fort market ..	240 0	240 0
VII.—SLAUGHTER-HOUSES.		
<i>Personal Emoluments.</i>		
35 Salaries ..	480 0	420 0
<i>Other Charges.</i>		
36 Grass for cattle and goats ..	450 0	526 98
VIII.—FIRE BRIGADE.		
<i>Personal Emoluments.</i>		
37 Salaries ..	360 0	360 0
<i>Other Charges.</i>		
38 Repairs, &c., to fire engine ..	50 0	—
IX.—TIME GUN.		
<i>Personal Emoluments.</i>		
39 Salaries ..	60 0	60 0
<i>Other Charges.</i>		
40 Repairs, gunpowder, &c. ..	425 0	239 33
X.—LIGHTING.		
<i>Other Charges.</i>		
41 Lighting Fort and suburbs ..	9,000 0	8,471 30
XI.—CEMETERY.		
<i>Personal Emoluments.</i>		
42 Salaries ..	660 0	658 38
<i>Other Charges.</i>		
43 Upkeep of cemetery, &c. ..	100 0	63 43
XII.—SANITARY DEPARTMENT.		
<i>Personal Emoluments.</i>		
44 Salaries ..	5,664 0	5,660 94
45 Allowances ..	1,000 0	980 0
<i>Other Charges.</i>		
46 Prevention of infectious diseases ..	1,000 0	—
47 Contingencies ..	100 0	104 50
48 Analysis of water and food stuffs ..	100 0	40 50
49 Anti-mosquito brigade ..	1,000 0	2,123 7
XIII.—SCAVENGING.		
<i>Personal Emoluments.</i>		
50 Salaries ..	2,484 0	2,435 43
<i>Other Charges.</i>		
51 Contingencies ..	100 0	128 72
52 Scavenging Fort (draught cattle, 4 pairs and drivers) ..	2,700 0	1,800 0
53 Scavenging suburbs ..	4,440 0	4,302 50

XIV.—HEALTH DEPARTMENT.

	Estimated Expenditure for 1910. Rs. c.	Disburse- ments to December 31, 1910. Rs. c.
<i>Personal Emoluments.</i>		
54 Salaries ..	6,834 0	6,803 41
55 Allowances ..	210 0	210 0
56 Commission to- latrine fees collector ..	325 0	289 39
<i>Other Charges.</i>		
57 Buckets ..	1,000 0	669 35
58 Disinfectants ..	1,000 0	804 5
59 Coir dust and transport ..	294 0	350 0
60 Coconut husks ..	144 0	144 0
61 Digging trenches and construction of roads at night soil depot ..	1,500 0	197 0
62 Contingencies ..	200 0	178 96
63 Draught cattle (7 pairs and drivers for carts) ..	3,150 0	3,147 50
XV.—WATERWORKS.		
<i>Personal Emoluments.</i>		
64 Salaries ..	576 0	571 16
65 Allowance ..	60 0	60 0
<i>Other Charges.</i>		
66 Conservancy of Bikke reservoir ..	300 0	294 40
67 Repairs, &c., to waterworks ..	200 0	121 81
XVI.—PUBLIC WORKS DEPARTMENT.		
<i>Personal Emoluments.</i>		
68 Salaries ..	5,776 0	5,411 96
69 Allowances ..	510 0	510 0
<i>Public Works—Annually Recurrent.</i>		
70 Watering streets ..	500 0	593 55
71 Whitewashing markets ..	164 0	164 0
72 Upkeep of town clock and tower ..	50 0	49 40
73 Repairs to carts ..	500 0	484 55
74 Tools ..	200 0	189 19
75 Upkeep of roads ..	12,000 0	9,971 64
76 Upkeep of bridges ..	600 0	627 53
77 Upkeep of Municipal buildings ..	1,250 0	812 46
78 Cleaning canals ..	1,000 0	1,123 9
79 Upkeep of drainage, Fort ..	500 0	499 42
80 Upkeep of drainage, suburbs ..	1,000 0	447 50
81 Windmill ..	270 0	260 55
82 Conservancy, Victoria park ..	100 0	263 15
83 Repairs to buildings, &c., in the Segregation Camp and Infectious Diseases Hospital, Dadalla ..	500 0	396 67
84 Rebuilding bridge over Keppu-ela ..	656 70	731 17
<i>Public Works Extraordinary.</i>		
85 Minor works ..	1,000 0	506 77
86 New works and buildings ..	1,000 0	174 27
87 Keppu-ela retaining wall ..	2,500 0	205 0
88 Acquisition of land ..	5,000 0	6,582 39
89 New carts (scavenging, night soil, and water) ..	750 0	790 0
90 Extension of street lighting ..	1,000 0	974 26
91 New buildings, fence, roads, &c., Segregation Camp and Infectious Diseases Hospital, Dadalla ..	2,000 0	—
92 Extension of water supply to Segregation Camp and Infectious Diseases Hospital, Dadalla (first instalment)* ..	3,000 0	6,000 0
93 New drains ..	3,000 0	999 84
94 New public latrines ..	—	—
95 New water supply scheme ..	—	35,905 35
Total ..	133,116 93	156,856 28

DEPOSIT ACCOUNT.

Security ..	—	11,385 83
Police Court fines ..	—	1,139 75
Miscellaneous ..	—	11,729 21
Total ..	—	24,254 79
Grand Total ..	181,111 7	—

DEPOSIT ACCOUNT.

	Remaining on Nov., 30, 1910.		Receipts during Dec., 1910.		Total.		Disbursements during Dec., 1910.		Remaining on December 31, 1910.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Security	3,687	50	5	0	3,692	50	697	50	2,995	0
Police Court fines	51	0	26	0	77	0	51	0	26	0
Miscellaneous	5,349	34	249	12	5,598	46	364	12	5,234	34
Total	9,087	84	280	12	9,367	96	1,112	62	8,255	34

BANK BALANCE ON DECEMBER 31, 1910.

	Amount.
	Rs. c.
In Fixed Deposit, on account Security of Contractors, &c..	2,150 0
Current Account	30,127 34
Total	32,277 34

A.—Statement showing the total Receipts and Disbursements in 1910.

RECEIPTS.	Amount		Actual		PAYMENTS.	Amount		Actual	
	Estimated.	Rs. c.	Receipts.	Rs. c.		Estimated.	Rs. c.	Payments.	Rs. c.
<i>Heads of Receipts.</i>					<i>Heads of Expenditure.</i>				
Taxes	21,240	0	21,542	95	Non-effective charges	21,064	23	20,963	95
Assessment	27,300	0	26,733	14	Chairman	500	0	500	0
Stamp duty	10,880	0	12,263	88	Secretariat	16,893	0	16,137	96
Judicial fines	2,000	0	2,318	99	Vehicles and Animals Department	1,863	0	780	15
Tolls	19,030	0	20,776	66	Judicial	1,110	0	690	40
Slaughter-houses	1,230	0	1,652	19	Markets	894	0	894	0
Health Department	6,575	0	7,806	82	Slaughter-houses	930	0	946	98
Markets	18,891	0	18,961	85	Fire brigade	410	0	360	0
Rents	804	0	807	75	Time gun	485	0	299	33
Miscellaneous	27,635	0	22,401	62	Lighting	9,000	0	8,471	30
Cemeteries	300	0	364	50	Cemetery	760	0	721	81
					Sanitary Department	8,864	0	8,909	1
					Scavenging	9,724	0	8,666	65
					Health Department	14,657	0	12,793	66
					Waterworks	1,136	0	1,047	37
					Public Works Department	44,826	70	74,673	71
Total Revenue	135,885	0	135,329	75	Total Expenditure	133,116	93	156,856	28
Deposits	—	—	32,510	13	Deposits repaid	—	—	24,254	79
Total Receipts	—	—	167,839	88	Total Payments	—	—	181,111	7
Cash balance on January 1, 1910	—	—	43,785	15	Cash balance on Dec. 31, 1910	—	—	30,513	96
Total	—	—	211,625	3	Total	—	—	211,625	3

B.—Loan Statement.

WATERWORKS LOAN.		SANITARY IMPROVEMENT LOAN.	
Authority: Ordinance No. 2 of 1890 and Ordinance No. 18 of 1892.		Authority: Ordinance No. 7 of 1887.	
Date raised: 1890 and 1892.		Date raised: Various dates.	
	Rs. c.		Rs. c.
Original amount	70,000 0	Original amount	60,000 0
Loan or balance as ascertained at end of 1905	56,386 19	Loan or balance as ascertained at end of 1905	37,840 82
Paid to end of 1910	7,572 37	Paid to end of 1910	5,985 69
Balance due	48,813 82	Balance due	31,855 13
Remarks: Due 1932		Remarks: Due May 31, 1930.	

C.—Surplus and Deficit Account.

Amount.		Amount.	
Rs. c.		Rs. c.	
Expenditure, 1910	156,856 28	Surplus on January 1, 1910	43,785 15
Surplus on December 31, 1910	22,258 62	Revenue, 1910	135,329 75
Total	179,114 90	Total	179,114 90

D.—Balance Sheet.

LIABILITIES.		ASSETS.	
Amount.		Amount.	
Rs. c.		Rs. c.	
Deposits	8,255 34	Cash in Bank—	
Surplus, December 31, 1910	22,258 62	Fixed deposits	2,150 0
		Current account	28,363 96
Total	30,513 96	Total	30,513 96

The Municipal Office,
Galle, January 13, 1911.

D. M. MOREIRA,
Secretary.

LOCAL BOARD NOTICES.

LOCAL BOARD OF NAWALAPITIYA.

Statement of Probable Revenue and Expenditure for the Year 1911 of the Local Board, Nawalapitiya.

REVENUE.	Estimate for 1911. Rs. c.	Total Rs. c.	EXPENDITURE.	Estimate for 1911. Rs. c.	* Total. Rs. c.
Probable balance on December 31, 1910 ..	—	10,472 51	Interest and sinking fund on loans ..	—	1,287 0
<i>Taxes.</i>			<i>Cost of Administration.</i>		
Property rates ..	1,000 0		Secretary and Inspector ..	1,080 0	
Property rates—arrears ..	404 75		Cattle pound and slaughter-house cooly ..	150 0	
Thoroughfares Ordinance collections ..	1,960 0		Peon ..	180 0	
Water-rate ..	1,600 0		Waterworks watcher ..	180 0	
Water-rate arrears ..	635 85		Conservancy watcher ..	120 0	
Animals and vehicles ..	15 0		Cemetery-keeper ..	240 0	
Dogs ..	30 0		Cemetery cooly ..	180 0	
Government contribution in lieu of local rates ..	1,436 0	7,081 60	Caretaker, Infectious Diseases Hos- pital ..	63 0	
<i>Licenses.</i>			Contribution towards salary of clerk, Local Board, Kachcheri ..	180 0	
Refund of stamp duty ..	1,583 0		Local Board overseer ..	240 0	
Opium ..	1,575 75	3,158 75	Stationery ..	80 0	
<i>Rents.</i>			Printed forms ..	100 0	
Meat market rent ..	1,080 0		Cost of audit ..	100 0	
Fish market rent ..	240 0		Remuneration to assessors ..	30 0	
Vegetable market rent ..	96 0		Collection to collectors ..	366 0	
Cattle pound and slaughter-house fees ..	1,254 0		Tom-tom beaters ..	10 0	
Cemetery fees ..	50 0		Fees for branding carts ..	10 0	
Royalty on sand ..	10 0	2,730 0	Batta, &c., to peon going to Kandy ..	53 0	
<i>Fines.</i>			Value of tin plates ..	10 0	
Police Magistrate ..	—	50 0	Allowance for writing out assessment notices and receipts ..	48 0	3,420 0
<i>Miscellaneous.</i>			<i>Sanitation.</i>		
Sale of dog collars ..	2 0		Scavenging ..	1,450 0	
Contribution for upkeep of private latrines ..	2,448 0		Latrine conservancy ..	1,560 0	
Contribution for upkeep of Govern- ment railway latrines ..	288 0		Private latrine conservancy ..	2,448 0	
Hire of hearse ..	20 0		D. sinfectants ..	100 0	
Sundries ..	280 0		Miscellaneous ..	100 0	5,658 0
Private water service ..	508 0	3,546 0	<i>Lighting.</i>		
			Lamp-lighter ..	150 0	
			Value of oil, repairs, &c. ..	1,500 0	1,650 0
			<i>Police.</i>		
			Dog collars ..	10 0	
			Seizing and destroying stray dogs ..	60 0	70 0
			<i>Public Works.</i>		
			Tools and stores ..	100 0	
			Water supply ..	300 0	
			Buildings, upkeep of ..	200 0	
			Roads ..	1,000 0	
			Drains and culverts ..	500 0	
			Upkeep of cemetery ..	160 0	
			Market upkeep ..	200 0	
			New buildings (recreation ground) ..	2,500 0	4,960 0
			<i>Miscellaneous.</i>		
			Postage ..	40 0	
			Advertisement ..	100 0	
			Unforeseen charges ..	440 0	580 0
					17,625 0
			Probable balance on December 31, 1911..		9,413 86
					27,038 86
			Total ..		27,038 86

LOCAL BOARD OF HATTON-DIKOYA.

Statement of Probable Revenue and Expenditure for the Year 1911 of the Local Board of Hatton-Dikoya.

REVENUE.	Amount.		Total.	EXPENDITURE.	Amount.		Total.
	Rs.	c.			Rs.	c.	
<i>Licenses.</i>				Interest and sinking fund on loans ..	—		990 0
Opium ..	1,757	81		<i>Cost of Establishment.</i>			
Refund of stamp duty ..	2,400	0		Salary of Secretary and Inspector ..	720	0	
Other ..	12	0	4,169 81	House allowance to Secretary ..	120	0	
				Salary of peon ..	180	0	
<i>Fines.</i>				Cemetery-keeper ..	240	0	
By Police Magistrate ..	75	0		Cemetery cooly ..	180	0	
Road tax defaulters ..	25	0	100 0	Salaries, private conservancy coolies ..	210	0	
				Allowance to District Medical Officer ..	420	0	
<i>Rents.</i>				Contribution to clerks, Kandy Kach- cheri ..	240	0	
Slaughter-house fees ..	650	0		Stationery and printed forms ..	150	0	
Cemetery fees ..	25	0		Advertisements ..	50	0	
Market rents ..	2,136	0	2,811 0	Cost of Audit ..	121	77	
				Commutation to tax collectors ..	400	0	
<i>Taxes.</i>				Postage ..	50	0	3,081 77
Commutation ..	1,900	0		<i>Sanitation.</i>			
Assessment ..	3,500	0		Scavenging and conservancy of Hatton and Dikoya ..	5,500	0	
Vehicles and animals ..	200	0		Repairs to old latrines and floors, Hatton and Dikoya ..	250	0	5,750 0
Dogs ..	50	0	5,650 0				
<i>Sanitation.</i>				<i>Lighting.</i>			
By private conservancy ..	—		2,500 0	Lamp-lighters, value of oil, &c. ..	1,250	0	
Miscellaneous ..	—		200 0	Erection of new lamp ..	7	0	1,257 0
Contribution in respect of Govern- ment buildings ..	—		670 0				
			16,100 81	<i>Police Charges.</i>			
Probable balance, December 31, 1910 ..			11,564 22	Dog collars, seizing and destroying stray dogs ..	—		75 0
				<i>Public Works.</i>			
				Purchase of tools and stores ..	50	0	
				Upkeep of Local Board buildings ..	150	0	
				Maintenance of roads ..	100	0	
				Rounding corner by Castero Hotel, Hatton ..	50	0	
				Upkeep of drains ..	100	0	
				Furnishing Local Board Office ..	50	0	
				Erection of Segregation Camp ..	150	0	
				Flushing drains ..	150	0	800 0
				<i>Revenue Charges.</i>			
				Rent of slaughter-houses ..	100	0	
				Rent of markets ..	240	0	340 0
				<i>Miscellaneous.</i>			
				Miscellaneous ..	150	0	
				Ornamental plants ..	10	0	
				Raincoat ..	30	0	190 0
							12,483 77
				Probable balance, December 31, 1911 ..			15,181 26
							Total .. 27,665 3
			Total .. 27,665 3				

E. T. MILLINGTON, Deputy Chairman.
T. C. VAN ROOYEN, Member.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,175 of January 17, 1911.

Mose Wilbuschewitch.—"Improved manufacture of tea."

Abstract.—Tea siftings or leaves are extracted (preferably in vacuo) and the concentrated extract added to the tea to be treated. The product is then subjected to pressure in warm presses, without the addition of an agglutinant. The claims include "Tea, more particularly brick or tablet tea, not containing any added foreign ingredient, possessing a higher content of extract than ordinary tea has."

Four claims.

A. F. JOSEPH,
Acting Registrar of Patents

THE following Specification has been accepted:—

No. 1,178 of January 26, 1911.

Techno-Chemical Laboratories, Limited.—"Improvements in and relating to the desiccation of milk and milk preparations."

Abstract.—The milk is sprayed into a drying chamber in which it mingles with a heated current of steam and carbon dioxide which enter from a super heater. The water in the spray is evaporated by the heated carbon dioxide and the dried product collects on the floor of the drying chamber.

Six claims: Two sheets of drawings.

A. F. JOSEPH,
Acting Registrar of Patents.

TRADE MARKS NOTICES.

Application No. 544.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. A. Vaitilingam, of Colombo, has applied for the registration of the following Trade Mark in the name of Dr. Georg Dralle of Altona, Hamburg, Manufacturer of Perfumery, Soaps, &c., who claims to be the proprietor thereof in respect of Perfumed Soaps in Class 48 in the Classification of Goods in the above-mentioned Regulations:—



The essential particular of the Trade Mark is the light green shaded label with trees in green colour, white border on all sides, in the middle a yellow and dark brown running lion. Above the lion are the words "Lion Soap" printed in red colour in large type on white and light green lawn, and in front of the lion are the words "Georg Dralle, Hamburg," in small type. The same label is affixed inside and outside of the lid of the paper box, and also in the cakes of soaps.

Registrar-General's Office,
Colombo, January 30, 1911.

P. E. PIERIS,
Acting Registrar-General.

THE under-mentioned goods having been left in No. 14 Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared or bonded, they will be sold by public auction on Thursday, February 16, at 12 noon:—

Date.	Marks.	Vessel.	Whence.	Number and Description of Goods.
September 3	1585 in a diamond	ss. Birkenfels	Hamburg	1 case merchandise
—	Various	—	—	40 empty cases
October 21	Nil	ss. Hakata Maru	Japan	3 bundles tea shooks
—	Unknown	Unknown	—	3 cases machinery
—	Unknown	Unknown	—	4 bundles tea shooks, 1 half cask cement (damaged), 1 lot hoop iron, 1 bag grain, 1 coil hoop iron
April 7	Nil	ss. Kliest	—	3 bags merchandise, 1 case merchandise
July 5	Nil	ss. Nyanza	—	1 bar iron, 1 bundle fish plates
—	Unknown	Unknown	—	1 lot iron, 1 lot timber, 4 casks cement (damaged)
October 31	A. C. A. H.	ss. Wildenfels	Hamburg	1 case merchandise
October 15	Nil	do.	do.	1 case merchandise

H. H. Customs,
Colombo, January 31, 1911.

A. R. SLATER,
for Principal Collector.

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

Vessels.	Date of Clearing	For what Port	Coffee	Tea	Cacao	Trunk	Chinone	Chinone Chips	Coconuts	Gotra	Coconut Oil	Coconut	Cinnamon	Cinnamon Oil	Citronella Oil	Cardamom	Ehony	Plumbago	Cour Rope	Cour Yarn	Cour Fibre	Kiflu Fibre	Deer Horns	Sapan wood
COLOMBO.	1911																							
ss. Gloucestershire	23-1	Rangoon		170	48																	21		
ss. Sicilia	23-1	London		628785																	343			
ss. Assaye	23-1	Bombay	4	25092																				
ss. Mantua	23-1	Australia		407720	206				2000															
ss. Delta	24-1	China	10	1240					1948															
ss. Kitano Maru	24-1	Japan		4264	350																			
ss. Konangi	24-1	Marseilles		30577																				
ss. Polynesian	24-1	Marseilles		323855	184				5651*															
ss. Mishima Maru	25-1	London		303230	530				2003															
ss. Agammon	25-1	London		400943																				
ss. Malva	25-1	Australia		439685	197				1863															
ss. Kawasaki Maru	25-1	London	74	510247	159				14000†															
ss. Historian	26-1	London		590																				
ss. Churpon	26-1	Penang		361887																				
ss. Hakata Maru	26-1	London		17242																				
ss. Orveco Maru	26-1	Bombay		2535																				
ss. Oesenien	27-1	China		31641	50																			
ss. Ernest Simons	27-1	Marseilles		27194																				
ss. Yarra	27-1	Australia		124984	200																			
ss. Prinz Eitel Friedrich	27-1	Yokohama		17208	450																			
ss. Arabia	28-1	Hamburg		388543																				
ss. Kostroma	28-1	Odessa		200924																				
ss. Breconshire	28-1	London																						
GALLE.																								
ss. Clun Châtillon	24-1	London		3185																				

*And Chips 50 lb. †And Chips 5949 lb. ‡And Chips 8400 lb. §Chips.
 Importation of Rice from Indian and other Ports during the Week.

<table border="0"> <tr> <td>From Tuticorin</td> <td>8,949</td> <td>Pages</td> <td>401</td> </tr> <tr> <td>Ammapakam</td> <td>1,067</td> <td>Madras</td> <td>80</td> </tr> <tr> <td>Bombay</td> <td>69</td> <td>Cuddalore</td> <td>138</td> </tr> <tr> <td>Calcutta</td> <td>28,282</td> <td>Bangkok</td> <td>300</td> </tr> <tr> <td>Puri</td> <td>4,009</td> <td>Singapore</td> <td>1,507</td> </tr> <tr> <td>COLOMBO</td> <td></td> <td>Total</td> <td>44,802</td> </tr> </table>	From Tuticorin	8,949	Pages	401	Ammapakam	1,067	Madras	80	Bombay	69	Cuddalore	138	Calcutta	28,282	Bangkok	300	Puri	4,009	Singapore	1,507	COLOMBO		Total	44,802	<table border="0"> <tr> <td>From Calcutta</td> <td>1,563</td> <td rowspan="2">} Total 5,309</td> </tr> <tr> <td>Southern India</td> <td>3,756</td> </tr> <tr> <td>TO GALLE</td> <td></td> <td></td> </tr> </table>	From Calcutta	1,563	} Total 5,309	Southern India	3,756	TO GALLE		
From Tuticorin	8,949	Pages	401																														
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TO GALLE																																	

H. M. Customs,
 Colombo, January 31, 1911
 A. R. SLATER,
 for Principal Collector.

ROAD COMMITTEE NOTICES.

Duckwari-Cottaganga 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, February 18, 1911, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

DUCKWARI-COTTAGANGA ROAD.

Government moiety .. Rs. 634.00
Private contributions .. ,, 640.34

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

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Rangala Tea Co. (W. Sinclair)	Ranwella	200	

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

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Galaha Ceylon Tea Estates and Agency Co., Ltd.	Cottaganga	590	
M. L. Wilkins	Gonawela	560	
C. J. Pattenson	New Tunisgala and Girindiella	734	

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

L. W. BOOTH,

Provincial Road Committee's Office, Chairman.
Kandy, January 24, 1911.

High Forest-Bramley Branch Road.

NOTICE is hereby given that an estimate amounting to Rs. 22,300 for the construction of the High Forest-Bramley road in the District of Nuwara Eliya, Central Province, having been approved, and a moiety of that amount having been duly voted by the Legislative Council, the proprietors of the estates within the district as defined by the Provincial Road Committee (*vide Gazette notices dated June 2, 1909, and January 7, 1911*) have become and are generally liable for their contribution to the other moiety. The Governor, with the advice of the Executive Council, has been pleased to allow the payment of the private contribution of Rs. 11,150 in three annual instalments.

Notice is also hereby given that the Provincial Road Committee, acting under section 19 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate, and the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury the following contributions towards the first instalments:—

First Section.

Total acreage, 1,445; Cost, Rs. 3,185.72; Rate, Rs. 2.2046c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Edward Rosling (T. H. Williams)	Kurunduoya	683	1,505 77
J. M. Robertson & Co. (A. Allen)	Rillamulla	230	507 6
Carson & Co. (T. H. Williams)	Bramley	297	654 78
Boustead Bros. (T. H. Williams)	Lauriston	235	518 11
			3,185 72

Second Section.

Total acreage, 1,445; Cost, Rs. 3,185.72; Rate, Rs. 2.2046c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Edward Rosling (T. H. Williams)	Kurunduoya	683	1,505 77
J. M. Robertson & Co. (A. Allen)	Rillamulla	230	507 6

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Carson & Co. (T. H. Williams)	Bramley	297	654 78
Boustead Bros. (T. H. Williams)	Lauriston	235	518 11
			3,185 72

Third Section.

Total acreage, 1,445; Cost, Rs. 3,185.72; Rate, Rs. 2.2046c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Edward Rosling (T. H. Williams)	Kurunduoya	683	1,505 77
J. M. Robertson & Co. (A. Allen)	Rillamulla	230	507 6
Carson & Co. (T. H. Williams)	Bramley	297	654 78
Boustead Bros. (T. H. Williams)	Lauriston	235	518 11
			3,185 72

Fourth Section.

Total acreage, 532; Cost, Rs. 1,592.84; Rate, Rs. 2.9940c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Edward Rosling (T. H. Williams)	Kurunduoya	683	—
J. M. Robertson & Co. (A. Allen)	Rillamulla	230	—
Carson & Co. (T. H. Williams)	Bramley	297	889 23
Boustead Bros. (T. H. Williams)	Lauriston	235	703 61
			1,592 84

Total Contribution due.	Amount of First Instalment due, 1911.
Rs. c.	Rs. c.
11,150 0	3,716 66

Proprietors or Agents.	Estates.	Acreage.	Assessment.
Edward Rosling (T. H. Williams)	Kurunduoya	4,517 31	1,505 77
J. M. Robertson & Co. (A. Allen)	Rillamulla	1,521 18	507 6
Carson & Co. (T. H. Williams)	Bramley	2,853 57	951 19
Boustead Bros. (T. H. Williams)	Lauriston	2,257 94	752 64
			11,150 0

L. W. BOOTH,

Provincial Road Committee's Office, Chairman.
Kandy, January 25, 1911.

Rangalla-Nitre Cave 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

RANGALLA-NITRE CAVE ROAD.

(Estimate No. 293 of 1910-1911.)

	Rs. c.
Government moiety	918 0
Private contributions	927 18

1st and 2nd sections, $1\frac{1}{2}$ mile.

Total acreage, 3,515—Moiety of cost, Rs. 369.16—

Sectional rate, .1050c.—Total rate, .1050c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	Rangalla	130	13 65

1st to 3rd section, 2½ miles.			
Total acreage, 3,385—Moiety of cost, Rs. 184·58—			
Sectional rate, ·0545c.—Total rate, ·1595c.			
			Amount.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
The Rangalla Tea Co.,			
Ltd. (Wm. Sinclair);			
Agents, Whittall & Co.	Poodelgodde	.. 331	.. 52 80
1st to 4th section, 3 miles.			
Total acreage, 3,054—Moiety of cost, Rs. 184·57—			
Sectional rate, ·0604c.—Total rate, ·2199c.			
The Rangalla Tea Co.,			
Ltd. (Wm. Sinclair);			
Agents, Whittall & Co.	Madultenne	.. 202	.. 44 43
1st to 5th section, 3¾ miles.			
Total acreage, 2,852—Moiety of cost, Rs. 184·55—			
Sectional rate, ·0647c.—Total rate, ·2846c.			
The Rangalla Tea Co.,			
Ltd. (Wm. Sinclair);			
Agents, Whittall & Co.	Kaladuriya	.. 216	.. 61 58
A. H. Kerr & Beilby	Ferndale	.. 310	.. 88 24
R. Ellis (lessee)	Liangapella	.. 321	.. 91 37
C. J. Pattenson	Peru	.. 138	.. 39 29

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
N. Thompson and C.			
Roles	Esperanza	.. 523	.. 148 89
Do.	Mount Mar and Winchfield		
	Park	.. 500	.. 142 34
R. H. Ellis	St. Martin's	.. 594	.. 169 10
Burnside Tea Co. (Whittall & Co.)	Wattegala	.. 250	.. 71 17
			922 86
			Rs. c.
N.B.—Private contributions			927 18
Unexpended balance, 1909			4 32
			Rs. 922 86

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 15, 1911.

L. W. BOOTH,
Provincial Road Committee's Office, Chairman.
Kandy, January 25, 1911.