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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 DELWELLA TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE DELWELLA TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (2) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (3) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (4) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconuts, coconut produce, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (5) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere all or any of the produce as aforesaid in all its branches; planters of rubber, tea, coconuts, coffee, or any other such products or 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 any of them.

- (6) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (7) To purchase rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (8) 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 or products, and generally to carry on the business of mining in all its branches.
- (9) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (10) To build, make, contract, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (11) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, 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.
- (12) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; 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.
- (13) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (14) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize, or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (15) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, in India, or elsewhere.
- (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (18) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (19) To cause or permit any debentures, 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.
- (20) To sell 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 this Company.
- (21) 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.
- (22) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (23) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (24) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.

- (25) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (26) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, 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.
- (27) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any Company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (28) 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.
- (29) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Three million Rupees (Rs. 3,000,000), divided into Six thousand (6,000) shares of Five hundred Rupees (Rs. 500) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, 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.
J. N. CAMPBELL (by his attorney W. SHAKSPEARE), Colombo One
W. SHAKSPEARE, Colombo One
J. P. ANDERSON (by his attorney G. LIONEL COX), Colombo One
G. LIONEL COX, Colombo One
W. FORSYTHE, Colombo One
W. E. DRURY, Colombo One
JAS. FORBES (by his attorney W. E. DRURY), Colombo One

Witness to the above signatures, at Colombo, this 27th day of February, 1911:

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

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

It is agreed as follows:—

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

INTERPRETATION.

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

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

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861 to 1909," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—"Special resolution" has the meaning assigned thereto by "the Ordinance."

Extraordinary resolution.—Extraordinary resolution means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution has been duly given.

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

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

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

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

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Three million Rupees (Rs. 3,000,000), divided into Six thousand shares of Five hundred Rupees (Rs. 500) each.

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

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

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

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

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

SHARES.

13. *Issue.*—The 3,900 shares forming the Company's first issue of capital shall be issued to and held by the thirteen members of the Karawita Syndicate in equal shares; and any further issue of the balance 2,100 unissued shares of the Company's capital made after the aforesaid first issue of 3,900 shares shall be made on such terms and conditions and either at a premium or otherwise as shall be determined by extraordinary resolution, and unless otherwise determined by such extraordinary resolution such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholders, to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company.

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

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

16. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 32.*—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 32 to become a Shareholder in respect of any share.

17. *Certificates.*—The certificates of shares shall be issued under the seal of the Company.

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

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

TRANSFER OF SHARES.

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

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

22. (a) Subject to the provisions of clause (b) hereof, no Shareholder shall sell, transfer, or dispose of any shares to any person until after December 31, 1913.

(b) In the event of the bankruptcy or lunacy of any Shareholder either before or after the said December 31, 1913, the remaining Shareholders shall be entitled to purchase, at a price to be calculated as provided in clause (h) hereof, whatever shares the said lunatic or bankrupt Shareholder was entitled to at the date of his bankruptcy or lunacy, and the Directors shall call upon the assignee, manager, or other legal representative of such bankrupt or lunatic Shareholder to transfer the shares of such bankrupt or lunatic Shareholder to the remaining Shareholders at the price aforesaid; and thereupon, whether such assignee, manager, or other legal representative shall comply with such request or not, the subsequent provisions of this Article shall take effect.

(c) If the Directors within a period of three calendar months after having called upon such assignee, manager, or other legal representative in manner aforesaid shall find Shareholders willing to purchase the shares in accordance with the provisions of clause (g) hereof, and shall give notice thereof to such assignee, manager, or other legal representative, the latter shall be bound upon payment of the purchase price to transfer the shares to the Shareholders so willing to purchase the said shares (hereinafter referred to as "the proposed transferees").

(d) If such assignee, manager, or other legal representative, after having become bound as aforesaid, shall make default in transferring the shares to be proposed transferees, the Directors may receive the purchase money, and shall thereupon cause the name of the proposed transferees to be entered in the register as the holders of the shares, and shall hold the money in trust for the assignee, manager, or other legal representative aforesaid.

(e) The receipt of the company for the purchase money shall be a good discharge to the proposed transferees, and after their names have been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(f) If the Company shall not within the said period of three calendar months, after having called upon such assignee, manager, or other legal representative in manner aforesaid, give notice to such assignee, manager, or other legal representative of their having found any Shareholders willing to purchase all or any of the shares, such assignee, manager, or other legal representative shall be at liberty, subject to clause 33 hereof, to sell or transfer the shares (or those not placed) to any person at any price.

(g) The shares of such bankrupt or lunatic Shareholder shall be offered by the Directors in the first place to the remaining Shareholders, as nearly as possible in proportion to the existing shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Shareholders that any Shareholder who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the Shareholders do not claim their proportions, the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the Shareholders in exact proportion to their existing holdings, the same shall be offered to the Shareholders, or some of them, in such proportion or in such manner as may be determined by lots to be drawn under the direction of the Directors.

(h) The purchase price of any shares to be sold under this Article shall be a sum equal to the amount paid up on such shares plus interests at the rate of 10 per cent. per annum to be computed from the date of the incorporation of the Company to the date of such sale.

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

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

25. *Instrument of transfer.*—Subject to the provisions of Article 22 (d) hereof, the instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

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

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

28. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 26, 27, and 29, shall register the transferee as Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

33. *Registration of persons entitled to shares otherwise than by transfer.*—Subject to the provisions of Article 22 hereof, any guardian of any infant Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled

to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations and restrictions as to transfers hereinbefore contained, transfer the same to some other person.

34. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 33 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, the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SHARES (SURRENDER AND FORFEITURE).

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

36. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

Forfeiture may be remitted.—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 37 hereof shall be redeemable after sale or disposal.

40. *Company's lien on shares.*—The Company shall have a first charge or paramount lien upon all the shares of any holder for all moneys for the time being due to the Company by such holder, either in respect of such shares or of other shares held by such holder or otherwise, including all calls, resolutions for which shall have been passed by the Directors, although the times appointed for the payment thereof shall not have arrived. The Directors may decline to register any transfer of shares subject to such charge or lien.

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

42. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 37 and 41 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

43. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 41 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

45. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any 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.

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

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

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

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

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

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

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

BORROWING POWERS.

51. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Five hundred thousand Rupees (Rs. 500,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

61. *Quorum to be present.*—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 in person at the commencement of the business three or more Shareholders entitled to vote or persons holding proxies from Shareholders.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

71. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him. No resolution involving the winding up of the Company or the sale of the Company's estates, properties, or lands or any part or portion of them shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

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

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

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

75. *Shareholder in arrear or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares or any of them shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three

months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

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

(*The Delwella Tea and Rubber Company, Limited.*)

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

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

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

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

DIRECTORS.

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

82. *Their qualification and remuneration.*—Any of the thirteen original Shareholders of the Company shall be eligible as a Director. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

83. *Appointment of first Directors and duration of their office.*—The first Directors shall be Mr. Joseph Fraser, Mr. Walter Shakspeare, and Mr. George Lionel Cox, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

88. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 89.

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

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

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

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

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

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

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

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

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

96. *How Directors removed and successors appointed.*—The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. 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.

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

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

POWERS OF DIRECTORS.

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

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

101. 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.

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

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

125. *Application thereof.*—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, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

143. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder residing out of Ceylon shall 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.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

146. *Purchase of Company's property by Shareholders.*—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.

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 27th day of February, 1911.

J. N. CAMPBELL (by his attorney W. SHAKESPEARE)

W. SHAKESPEARE.

J. P. ANDERSON (by his attorney G. LIONEL COX).

G. LIONEL COX.

W. FORSYTHE.

W. E. DRURY.

JAS. FORBES (by his attorney W. E. DRURY).

Witness to the above signatures:

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

[First Publication.]

The Kelani Tea Garden Company, Limited.

NOTICE is hereby given that the Sixteenth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Monday, March 13, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1910.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may duly be brought before the Meeting.

The transfer books of the Company will be closed from March 7 to 13, 1911, both days inclusive.

By order of the Directors,

CARSON & Co.,
Colombo, February 28, 1911. Agents and Secretaries.

The Selinsing Rubber Company, Limited.

NOTICE is hereby given that the Fourth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Wednesday, March 15, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1910.
2. To declare a dividend.
3. To elect Directors.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The transfer books of the Company will be closed from March 9 to 15, 1911, both days inclusive.

By order of the Directors,

CARSON & Co.,
Colombo, March 1, 1911. Agents and Secretaries.

The Udabage Tea and Rubber Company, Limited.

NOTICE is hereby given that the Fourth Annual General Meeting of the Shareholders of the Company will be held at 12.30 P.M. on Wednesday, March 15, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1910.
 2. To declare a dividend.
 3. To elect Directors.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The transfer books of the Company will be closed from March 9 to 15, 1911, both days inclusive.

By order of the Directors,

Colombo, March 1, 1911. CARSON & Co.,
Agents and Secretaries.

The Hunuwella (Pelmadulla) Rubber Company, Limited.

NOTICE is hereby given that the First Annual General Meeting of the Shareholders of the Company will be held at 12.45 P.M. on Wednesday, March 15, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1910.
 2. To elect Directors.
 3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The transfer books of the Company will be closed from March 9 to 15, 1911, both days inclusive.

By order of the Directors,

Colombo, March 1, 1911. CARSON & Co.,
Agents and Secretaries.

The Lansdowne Rubber Company, Limited.

NOTICE is hereby given that the First Annual General Meeting of the Shareholders of the Company will be held at 3 P.M. on Wednesday, March 15, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1910.
 2. To elect Directors.
 3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The transfer books of the Company will be closed from March 9 to 15, 1911, both days inclusive.

By order of the Directors,

Colombo, March 1, 1911. CARSON & Co.,
Agents and Secretaries.

The Ceylon Ice and Cold Storage Company, Limited.

NOTICE is hereby given that the Ninth Ordinary General Meeting of Shareholders will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, March 15, 1911, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ending December 31, 1910.
 2. To declare a final dividend.
 3. To elect two Directors.
 4. To elect Auditors for 1911.
 5. To transact such other business as may properly come before the Meeting.
- The share transfer books of the Company will be closed from March 2 to 18, 1911, inclusive.

By order of the Directors,

Colombo, February 28, 1911. LEWIS BROWN & Co.,
Agents and Secretaries.

The Clyde Tea Estates Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Shareholders of the above Company will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, March 15, 1911, at 12.30 P.M.

Business.

1. To receive the report of the Directors and accounts for the year 1910.
2. To declare a final dividend.
3. To elect a Director.
4. To elect Auditors for 1911.
5. To consider and, if approved, to pass the following special resolution, viz. :—

"That in Article No. 79 of the Company's Articles of Association the words 'As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees Three thousand annually' be substituted for the words 'As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees One thousand two hundred annually.'"

6. To transact such other business as may properly come before the Meeting.

The transfer books of the Company will be closed from March 8 to 18, 1911, both days inclusive.

By order of the Directors,

Colombo, March 1, 1911. LEWIS BROWN & Co.,
Agents and Secretaries.

The Ribu Rubber Company, Limited.

NOTICE is hereby given that the Fifth Ordinary General Meeting of Shareholders will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, March 15, 1911, at 3 P.M.

Business.

1. To receive the report of the Directors and accounts for the year ending December 31, 1910.
 2. To declare a dividend.
 3. To elect a Director.
 4. To elect Auditors for 1911.
 5. To transact such other business as may properly come before the Meeting.
- The share transfer books of the Company will be closed from March 1 to 18, 1911, inclusive.

By order of the Directors,

Colombo, March 1, 1911. LEWIS BROWN & Co.,
Agents and Secretaries.

The Uva Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of Shareholders of this Company will be held at its registered office, No. 22, Baillie street, Fort, Colombo, on Thursday, March 16, 1911, at noon.

Business.

1. To receive the Directors' report and accounts for the year ended December 31, 1910.
 2. To elect a Director.
 3. To appoint Auditors for the current year.
 4. To transact such other business as may properly come before the Meeting.
- The share transfer books of the Company will be closed from March 2 to 16, 1911, inclusive.

By order of the Directors,

Colombo, March 2, 1911. LEWIS BROWN & Co.,
Agents and Secretaries.

The Rubber Plantations of Kalutara, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Thursday, March 16, 1911, at 12 noon.

Business.

1. To receive the report of the Directors and accounts for the past year.
2. To declare a dividend.
3. To transact any other business that may be duly brought before the Meeting.

The transfer books of the Company will be closed from March 3 to 16, 1911, inclusive.

By order of the Board,

BOIS BROTHERS & Co.,

Colombo, March 1, 1911. Agents and Secretaries.

The Rubber Plantations of Kalutara, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Rubber Plantations of Kalutara, Limited, will be held at No. 11, Queen street, Fort, Colombo, the registered office of the Company, at 12.15 P.M. on March 16, 1911, for the purpose of considering and, if approved, passing the following special resolutions, namely:—

That to Article 4 of the Articles of Association of the Company, which is "The original Capital of the Company is Three hundred thousand Rupees (Rs. 300,000) divided into three thousand shares of one hundred rupees (Rs. 100) each," the following words be added, viz., "The Company may by special resolution subdivide or consolidate its shares or any of them."

By order,

BOIS BROTHERS & Co.,

Colombo, March 1, 1911. Agents and Secretaries.

The Ceylon Rubber Company, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Monday, March 13, 1911, at 4 P.M.

Business.

1. To receive the Directors' report and accounts to December 31, 1910.
 2. To elect a Director.
 3. To appoint an Auditor for the current year, and for such other business as may be brought before the Meeting.
- The transfer books of the Company will be closed from March 6 to 13, 1911.

By order of the Directors,

CUMBERBATCH & Co.,

Colombo, March 3, 1911. Agents and Secretaries.

The Shaliacary Rubber Company, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Shareholders of the above Company will be held at the office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Saturday, March 11, 1911, at 7.45 A.M., for the following purposes:—

- (1) To receive the report of the Directors and the statement of accounts to December 31, 1910.
- (2) To elect a Director.
- (3) To appoint an Auditor for 1911.
- (4) To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

COLOMBO COMMERCIAL CO., LIMITED,

(A. A. PRIDEAUX, Manager.)

Colombo, February 27, 1911. Agents and Secretaries.

The Kongs Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the Hill Club, Nuwara Eliya, on Saturday, March 18, 1911, at 1.30 P.M., for the following purpose:—

In the event of the special resolution passed at the Extraordinary General Meeting held on February 25, 1911, being confirmed, to consider and, if thought fit, pass the following special resolutions:—

- 1 (a) That each of the Rs. 100 ordinary shares in the Company's Capital be divided into 10 shares of Rs. 10 each.
- (b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered, so that the shares representing those now numbered 1 to 4,200 be re-numbered 4,201 to 46,200.

By order of the Directors,

A. J. VOLUM,

Portswood, Kandapolla, Acting Agent and Secretary.
March 1, 1911.

The Kirklees Estate Company, Limited.

NOTICE is hereby given that the Sixteenth Annual Ordinary General Meeting of the Company will be held within the Grand Hotel, Nuwara Eliya, on Monday, March 13, 1911, at 11.30 forenoon.

Business.

1. To receive the report of the Directors and accounts for the past year.
2. To declare a final dividend for the year 1910, and to transact any other competent business that may be duly brought before the Meeting.

By order of the Directors,

HARRISON & CROSSFIELD, LTD.,

Colombo, March 2, 1911. Agents and Secretaries.

The Glenanore Tea Company, Limited.

NOTICE is hereby given that the Ninth Ordinary General Meeting of the Shareholders of the Company will be held at noon on Saturday, March 11, 1911, at the registered office of the Company, No. 14, Queen street, Colombo:—

- (1) To receive the report of the Directors and 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.,

Colombó, March 2, 1911. Agents and Secretaries.

The Great Western Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of this Company will be held at their registered office, No. 6, Prince street, Fort, Colombo, at noon on Saturday, March 18, 1911.

Business.

1. To receive the Directors' report and accounts for season ending December 31, 1910.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint an Auditor, and transact any other business that may duly be brought before the Meeting.
- The transfer books of the Company will be closed from March 4 to 18, 1911, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,

Colombo, March 1, 1911. Agents and Secretaries.

The Castlereagh Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Company will be held at the registered office of the Company, San Sebastian, Colombo, on Friday, March 3, 1911, at noon:—

(1) To receive the report of the Directors and accounts to December 31, 1910.

(2) To declare a dividend.

(3) To elect a Director and Auditor.

(4) To transact such other business as may be brought forward.

The transfer books of the Company will be closed from March 14 to 28, 1911, inclusive.

By order of the Directors,

EASTERN PRODUCE AND ESTATES CO., LIMITED,
Colombo, February 27, 1911. Agents and Secretaries.

The Colombo Public Hall Company, Limited.

NOTICE is hereby given that the Twenty-first Annual General Meeting of the Shareholders of this Company will be held at No. 11, Queen street, Fort, Colombo, on Saturday, March 18, 1911, at 12.30 P.M.

Business.

(1) To receive the report of the Directors and the statement of accounts to December 31, 1910.

(2) To transact any other business that may be duly brought before the Meeting.

The transfer books of the Company will be closed from March 5 to 18, 1911, inclusive.

By order,

W. SUTHERLAND ROSS,
Colombo, February 27, 1911. Secretary.

In the Chief Court of Lower Burma.

Original Civil Jurisdiction.

Civil Regular No. 147 of 1909.

(1) Ramasawmy Chetty, of Palathur, in the Madura District, Madras Presidency; (2) Lutchmanen Chetty, of No. 6, Mogul street, in the town of Rangoon; (3) Chithambaram Chetty, of Palathur, a minor, represented for the purposes of this suit by his next friend Ramasawmy Chetty, the 1st plaintiff above-named; (4) Arunachellum Chetty, (5) Kathiresan Chetty, both of Palathur, in the Madura District as aforesaid, all carrying on the business of bankers and money-lenders at Mogul street, in the town of Rangoon, under the firm and style of O. A. M. K., followed by the name of Lutchmanen Chetty, one of the partners above named. Plaintiffs.

Vs.

(1) S. K. R. Curpen Chetty at present residing at Kandy, Ceylon; (2) S. K. R. Somasundram Chetty, son of the said Curpen Chetty, at present residing at Rangoon; (3) S. K. R. Athappa Chetty, son of the said Curpen Chetty, residing at Okkur, in the Madura District, Madras Presidency, and (4) S. K. R. Velayutham Chetty, son of the said Curpen Chetty, of the same place, both minors, and represented for the purposes of this suit by their guardian *ad litem* the said S. K. R. Curpen Chetty, the 1st defendant above named, all members of an undivided joint Hindu family, carrying on the business of bankers and money-lenders for their mutual benefit and gain under the firm of S. K. R., by one of their partners S. K. R. Somasundram Chetty, the 2nd defendant above named, at Rangoon Defendants.

To the 1st defendant.

WHEREAS O. A. M. K. Lutchmanen Chetty, the plaintiff above named, has made application to this court to call upon you to furnish good and sufficient

security for the satisfaction of any decree that may be passed against you in Civil Regular No. 147 of 1909.

You are hereby notified to appear before this court on Monday, the 15th day of May, 1911, at 10.30 o'clock in the forenoon, either in person or by a pleader or advocate, the court duly instructed to show cause, if any, why you should not give sufficient security for the satisfaction of any decree that may be passed against you.

Given under my hand and the seal of the court this 9th day of February, 1911.

S. PACKIAM,
Assistant Registrar.

In the Chief Court of Lower Burma.

Original Civil Jurisdiction.

Civil Regular Suit No. 147 of 1909.

(1) Ramasawmy Chetty, of Palathur, in the Madura District, Madras Presidency; (2) Lutchmanen Chetty, of No. 6, Mogul street, in the town of Rangoon; (3) Chithambaram Chetty, of Palathur, a minor, represented for the purposes of this suit by his next friend Ramasawmy Chetty, the 1st plaintiff above-named; (4) Arunachellum Chetty, (5) Kathiresan Chetty, both of Palathur, in the Madura District as aforesaid, all carrying on the business of bankers and money-lenders at Mogul street, in the town of Rangoon, under the firm and style of O. A. M. K., followed by the name of Lutchmanen Chetty, one of the partners above named. Plaintiffs.

Vs.

(1) S. K. R. Curpen Chetty, at present residing at Kandy, Ceylon; (2) S. K. R. Somasundram Chetty, son of the said Curpen Chetty, at present residing at Rangoon; (3) S. K. R. Athappa Chetty, son of the said Curpen Chetty, residing at Okkur, in the Madura District, Madras Presidency, and (4) S. K. R. Velayutham Chetty, son of the said Curpen Chetty, of the same place, both minors, and represented for the purposes of this suit by their guardian *ad litem* the said S. K. R. Curpen Chetty, the 1st defendant above named, all members of an undivided joint Hindu family, carrying on the business of bankers and money-lenders for their mutual benefit and gain, under the firm of S. K. R., by one of their partners S. K. R. Somasundram Chetty, the 2nd defendant above named, at Rangoon aforesaid Defendants.

To the 1st defendant.

WHEREAS the above named plaintiff has instituted a suit against you claiming Rs. 5,750 (Five thousand Seven hundred and Fifty only), principal and interest, due on a promissory note:

You are hereby summoned to appear in this court in person or by a recognized agent or by an advocate or pleader of this court at 10.30 o'clock in the forenoon of Monday, the 15th day of May, 1911, which day is fixed for the final disposal of the suit.

If you wish to defend the suit you must put in a written statement of your case at least seven days before the above-mentioned day, and take notice that in default of your so doing the suit may be decided without hearing you.

Given under my hand and the seal of the court this 9th day of February, 1911.

S. PACKIAM,
Assistant Registrar.

MANAWADUGE DOMINGO SILVA, at present of Marawila, in the District of Chilaw, in terms of Rule 2, Schedule I, B., section 8, of the Ordinance No. 1 of 1907, do hereby give notice that, three months hence, I intend to apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Kandy.

Marawila, September 28, 1910.

M. D. SILVA.

BOARD OF IMPROVEMENT, NUWARA ELIYA.

Statement of Revenue and Expenditure of the Board of Improvement, Nuwara Eliya, for 1910.

REVENUE.		Amount.	Total.	EXPENDITURE.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance on January 1, 1910	..	—	7,322 36	<i>Cost of Administration.</i>			
<i>Taxes.</i>				Establishment	..	5,203 65	
Assessment	..	11,106 23		Revenue services	..	1,075 78	
Water	..	7,279 62		Office contingencies	..	691 24	
Commutation	..	3,256 0		Cost of audit	..	270 41	
Vehicles, animals, &c.	..	701 75		Law expenses	..	16 75	
Dogs	..	369 0					7,257 83
Government contribution (Local rates)	..	3,956 75		<i>Loans.</i>			
			26,669 35	Interest and sinking fund	..	—	8,273 71
<i>Licenses.</i>				<i>Public Works.</i>			
Refund of stamp duty and opium	..	5,290 47		Carriage roads	..	1,978 19	
Slaughter-house	..	1,326 75		Bridle roads	..	856 6	
Grazing	..	294 0		Upkeep of buildings	..	682 89	
Sand	..	86 5		Bridges, drains, &c.	..	725 54	
Shooting	..	20 0		Cemeteries	..	293 44	
Fishing	..	106 0		Sewage farm	..	20 14	
			7,123 27	Clearing undergrowth	..	81 95	
<i>Rents.</i>				Waterworks upkeep	..	1,383 23	
Market	..	3,481 75		Pedro and lake seats	..	12 5	
Lands, &c.	..	915 58		Painting lampposts, &c.	..	13 78	
Model dwellings, No. 1	..	1,124 0		Park	..	1,878 71	
Model dwellings, No. 2	..	816 0		Stores	..	3,086 52	
Model dwellings, No. 3	..	237 76		Planting trees, &c.	..	91 87	
Town Hall and United Club	..	2,523 0		Street names	..	4 0	
Water	..	337 5		Market	..	430 61	
			9,435 13	Model dwellings	..	253 44	
<i>Fines.</i>				Town Hall and United Club	..	559 76	
Police Magistrate	..	810 12		Forest Ride (Moon Plains)	..	80 0	
Cattle trespass	..	—		Slaughter-house, &c.	..	484 32	
Commutation tax defaulters	..	—		Water connections	..	803 39	
			810 12	Plains, improvements	..	360 0	
<i>Miscellaneous.</i>				Upkeep of latrines	..	295 67	
Private scavenging fees	..	2,834 75		Allowance to District Engineer	..	600 0	
Cemetery fees	..	96 0					14,975 56
Water connections	..	1,088 65		<i>Miscellaneous.</i>			
Sundries	..	1,420 14		Sanitation	..	10,862 67	
Night soil buckets	..	42 25		Street lighting	..	2,591 93	
Leather straps and muzzles	..	0 50		Sundries	..	1,015 79	
			5,482 29				14,470 39
				<i>New Works.</i>			
				Footpath from Scandal Corner to Station	..	292 74	
				Garden opposite Railway station	..	521 1	
				Reclaiming swamp	..	21 37	
				Incinerator	..	1,988 91	
				Widening Scandal Corner junction	..	29 37	
				Latrines for Board of Improvement coolies	..	369 37	
				Drainage of town	..	66 30	
							3,289 7
							48,266 56
							Balance .. 8,575 96
							Total .. 56,842 52
							Total .. 56,842 52

Board of Improvement Office,
Nuwara Eliya, February 23, 1911.

R. A. G. FESTING,
Chairman.

Statement of the Loan (received in 1910) of the Board of Improvement of Nuwara Eliya for the Year 1910.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Amount received from Ceylon Government	..	25,000 0	Drainage	..	4,583 14
			Water meters	..	1,748 80
			New markets	..	8,220 5
			Nanu-oya road, water extension	..	1,435 95
					15,987 94
					Balance .. 9,012 6
					Total .. 25,000 0
					Total .. 25,000 0

Board of Improvement Office,
Nuwara Eliya, February 22, 1911.

R. A. G. FESTING,
Chairman.

Statement of the Consolidated Loans of the Board of Improvement of Nuwara Eliya for the Year 1910.

Year in which the Loan was raised.	Original Amount of Loan.	Present Amount of Loan.	Rate for Sinking Fund.	Rate for Interest.	Annual Amount payable for Sinking Fund.	Annual Amount payable for Interest.	Date when Loan will be extinguished.
	Rs. c.	Rs. c.			Rs. c.	Rs. c.	
1894 ..	14,000 0	189,677 32	These loans are consolidated and 4½ per cent. paid on the original amount; 3½ per cent on Rs. 154,617·54 will be credited to interest and the remainder invested as sinking fund.	—	2,280 84	5,411 62	Nov. 30, 1939
1896 ..	6,000 0						
1897 ..	78,061 13						
1898 ..	9,000 0						
1901 ..	10,000 0						
1902 ..	13,882 56						
1904 ..	36,000 0						
1905 ..	4,000 0	300 0	10 per cent.	—	300 0	—	Nov. 30, 1911
1901 ..	3,000 0						

The whole amount due as interest and sinking fund as shown above for 1910 has been duly paid to the Colonial Treasurer.

Board of Improvement Office,
Nuwara Eliya, February 22, 1911.

R. A. G. FESTING,
Chairman.

LOCAL BOARD OF CHILAW.

Statement of Revenue and Expenditure for 1910.

REVENUE.		EXPENDITURE.		
	Amount. Rs. e.	Total. Rs. e.		
<i>Taxes.</i>				
Assessment tax ..	3,869 92	6,546 42	<i>Fines.</i>	
Commutation tax ..	2,301 0		Police Magistrate ..	68 0
Dog tax ..	48 0		<i>Rents.</i>	
Vehicle tax ..	327 50		Rents of markets ..	1,135 42
			Rents of lands ..	2,511 59
<i>Licenses.</i>			<i>Sundries.</i>	
Boats and carts ..	1,075 89		Petty and incidental collections ..	3,002 26
Butchers' ..	—		<i>Advance.</i>	
Firearms ..	—		Refund of advance ..	665 0
Notaries' and proctors' ..	404 63			
Opium licenses ..	4,934 19		Balance on January 1, 1910 ..	18,276 4
Retail of spirits other than arrack ..	780 0			
Miscellaneous ..	—		Total ..	39,399 44
		7,194 71		
			<i>Public Works.</i>	
<i>Establishment.</i>			(a) Construction of works ..	3,962 23
Pay of establishment ..	2,401 0	2,931 0	(b) Reclamation ..	772 7
Pay of Kangany and slaughter-house watcher ..	330 0		(c) Repairs to roads, &c. ..	1,411 94
Allowance to Inspector ..	200 0		(d) Repairs to buildings ..	666 77
				(e) Repairs to lands ..
<i>Office Contingencies.</i>			(f) Planting ..	38 66
Stationery and books ..	243 29		(g) Purchase of tools ..	164 74
Petty expenses ..	106 23			
		349 52	<i>Lighting.</i>	
<i>Revenue Service.</i>			Cost of lighting ..	1,523 7
Commission for collecting taxes ..	285 24		<i>Audit.</i>	
Cost of tin plates ..	86 91		Cost of audit ..	152 21
Remuneration to assessors ..	422 6		<i>Miscellaneous.</i>	
		794 21	Petty and incidental charges ..	193 50
<i>Police Charges.</i>			<i>Advance.</i>	
Killing dogs ..	—	15 75	Advance ..	1,150 0
<i>Sanitary Charges.</i>			<i>Loan.</i>	
Scavenging ..	2,799 27		Sinking fund and interest at 5 and 3½ per cent. ..	1,275 0
Burying carcases ..	—	2,799 27		
<i>Law Expenses.</i>			Balance on December 31, 1910 ..	18,334 74
Law expenses ..	—		Total ..	39,399 44

Local Board Office,
Chilaw, February 10, 1911.

Sworn to before me this Tenth day of February, 1911:

THOMAS COOKE, Justice of Peace.

T. W. ROBERTS, Chairman.
C. E. COREA,
A. J. FERNANDO, } Members.

Statement of Assets and Liabilities of the Local Board, Chilaw, on December 31, 1910.

ASSETS.		Amount.	LIABILITIES.		Amount.
		Rs. c.			Rs. c.
Taxes :—			Balance due on loan		8,204 60
Assessment	..	1,649 69	Excess of assets and liabilities		14,509 79
Balance on December 31, 1910	..	21,064 70			
Total		22,714 39	Total		22,714 39

I, T. W. Roberts, do hereby swear that the above is a true and correct account of the assets and liabilities of the Local Board of Health and Improvement, Chilaw, on December 31, 1910.

Local Board Office,
Chilaw, February 10, 1911.

Certified as correct :
C. E. COREA, Member.

T. W. ROBERTS,
Chairman.

Sworn to before me this Tenth day of February, 1911 :

THOMAS COOKE,
Justice of Peace.

ROAD COMMITTEE NOTICES.

Flood Damages on Padiapelella-Ellamulla 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 flood damages on the Padiapelella-Ellamulla road at 27½, 29½, and 29¾ milestones, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, March 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 :—

Government moiety	..	Rs. 600
Private contributions	..	Rs. 615

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
Central Tea Co. of Ceylon, Ltd. (O. B. M. Cheyne)	.. Kabaragala	... 937

Proprietors or Agents. Estates. Acreage.
1st to 5th section, 4.89 miles.

George Steuart & Co. (K. J. Thorpe)	.. Galella	.. 632
The Anglo-American Danish Tea Trading Co., Ltd. (C. Walkins Barker)	.. Mandaranewera	.. 790
Do.	.. Goodwood	.. 223
Colombo Commercial Co., Ltd. (K. J. Thorpe)	.. Ellamullawellakele	840

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

L. W. BOOTH,
Chairman.
Provincial Road Committee's Office,
Kandy, February 24, 1911.

MULLAITTIVU MARKET FUND.

Statement showing Receipts and Expenditure on Account of Market Funds in Mullaittivu

District for the last Half-Year of 1910.

RECEIPTS.		Amount.	Total.	PAYMENTS.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance on July 1, 1910	..	—	1,703 99	Payments	..	—	—
Rent of Mullaittivu market	..	60 2		Balance	..	—	1,794 27
Rent of Tanniyuttu market	..	30 26					
			90 28				
Total		..	1,794 27	Total		..	1,794 27

District Road Committee Office,
Mullaittivu, February 23, 1911.

A. W. SEYMOUR,
Chairman.

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.	Tea.	Cacao.	Trunk Cinchona.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapan wood.	Kifil Fibre.	Deer Horns.
COLOMBO.	1911.																					
ss. Staffordshire	20-2	Rangoon	100													24						
ss. Nile	20-2	London	541908	135					999	4003	11088*			2729		789			684			
ss. Herefordshire	20-2	Rangoon	20																		30	
ss. Brannfels	21-2	New York	268771						3997							1504	68					
ss. Scandia	21-2	Hamburg	44985	652			5125												160			
ss. Bombay Maru	21-2	Bombay	12753																52			
ss. Baron Driessen	22-2	Vladivostok	211204																			
ss. Osterley	22-2	London	249883																			
ss. India	22-2	Australia	315594																			
ss. Montbessa	23-2	London	952																			
ss. Montgomeryshire	23-2	London																				
ss. Australien	23-2	Bombay	688648	15							2147*	1500										
ss. Hirano Maru	24-2	Bombay																				
ss. Dumbaa	24-2	Japan	8500						22													
ss. Asuta Maru	24-2	Australia	206624	969							1120*		36896	1244		416			136			
ss. Kabinga	25-2	London	481466	296			40065				9366			2505		4281			191			
ss. Cilan Machlachlan	18-2	London	301217				4000		5806									3901				

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

From	Bags.	Chips.
Tuticorin	13,369	
Calcutta	84,020	3,088
Bombay	42	2
Ammapatam	980	448
Poore	8,363	651
Total	111,563	111,563

TO GALLE { From Calcutta 1,967 } Total 5,727
Southern India 3,760 }

H. M. Customs,
Colombo, February 26, 1911.

T. REID,
for Principal Collector.

Ceylon Government Railway.—Comparative Statement of Traffic for the Month ended December 31, 1910.

Receipts from	Month ended December 31, 1909.		Month ended December 31, 1910.		Increase. 1910 over 1909.		Decrease. 1910 below 1909.	
	No.	Rs. c.	No.	Rs. c.	No.	Rs. c.	No.	Rs. c.
Passengers, Ordinary and Special	805,515	443,898 91	846,914	446,914 6	41,389	3,015 15	—	—
Coolies	6,900	6,628 37	9,550	9,225 66	2,650	2,597 29	—	—
Season Tickets	4,707	14,993 80	5,096	16,161 80	389	1,168 0	—	—
Parcels and Mails	84,267	36,690 73	83,715	41,211 26	2,448	4,520 53	—	—
Horses, Carriages, and other Coaching Traffic	3,640	5,508 62	3,962	7,009 62	322	1,501 0	—	—
Goods (tons)	83,072	613,696 13	77,335	651,971 17	—	38,275 4	5,737	—
Live Stock	2,789	2,155 50	3,349	3,398 75	560	1,243 25	—	—
Miscellaneous	—	27,244 96	—	8,606 47	—	—	—	18,638 49
Motor Service	—	—	—	860 0	—	860 0	—	—
Total for the Month	—	1,150,817 2	—	1,185,358 79	—	34,541 77	—	—
Brought forward from previous return	—	4,773,048 63	—	5,479,476 71	—	706,428 8	—	—
Total from July 1 to December 31	—	5,923,865 65	—	6,664,835 50	—	740,969 85	—	—
Corresponding period of previous year	—	5,463,232 8	—	5,923,865 65	—	—	—	—
Increase	—	460,633 57	—	740,969 85	—	—	—	—
Decrease	—	—	—	—	—	—	—	—
Traffic Train Mileage, July 1 to Dec. 31	1,106,369	—	1,149,727	—	43,358	—	—	—
Corresponding period of previous year	1,044,580	—	1,106,369	—	—	—	—	—
Increase	—	61,789	—	43,358	—	—	—	—
Decrease	—	—	—	—	—	—	—	—

Particulars of Goods conveyed.	Month ended Dec. 31, 1909.	Month ended Dec. 31, 1910.	Increase in 1910.	Decrease in 1910.	Nett Increase or Decrease from July 1 to Dec. 31.	
					Increase in 1910.	Decrease in 1910.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
First Class Goods	84	95	11	—	123	—
Kerosine oil, 2nd class	213	284	71	—	520	—
Other, 2nd class	1,212	1,254	42	—	1,297	—
Rice, 3rd class	13,965	15,676	1,711	—	6,792	—
Arrack, 3rd class	451	507	56	—	234	—
Salt	709	645	—	64	—	483
Other, 3rd class	7,476	10,197	2,721	—	14,347	294a
Rubber, 3rd class	81	204	123	—	515	—
Coffee, 4th class	11	14	3	—	—	23
Cacao, 4th class	751	502	—	249	—	473
Coconut produce, 4th class	3,241	2,239	—	1,002	415	1 804b
Poonac, 4th class	747	654	—	93	109	—
Tea, 4th class	8,267	8,016	—	251	—	1,257
Timber, all classes	655	763	108	—	40	361c
Other, 4th class	2,701	2,732	31	—	1,766	—
Cigars	44	48	4	—	23	—
Other, 5th class	1,651	1,542	—	109	587	—
Tea packing, 3rd and 6th classes	1,288	1,171	—	117	—	122
Manure, 3rd and 6th classes	9,593	9,426	—	167	—	193
Plumbago, 3rd and 6th classes	1,863	1,792	—	71	162	222d
Other, 6th class	2,085	2,137	52	—	3,360	—
Copra, 6th class	19	—	—	19	—	179
Breakwater material	18,805	6,232	—	12,573	—	27,142
Railway material for extension	—	—	—	—	—	—
Railway material for existing line	5,800	9,634	3,834	—	11,884	—
P. W. D. material	—	—	—	—	—	—
Bulk petroleum	668	724	56	—	—	231
Liquid fuel	616	794	178	—	519	—
Free goods	76	53	—	23	—	—
	83,072	77,335	9,001	14,738	42,693	32,784

a. Increase in Tobacco, Beer, and other 3rd Class Goods.
Decrease in Cinnamon, Cardamoms, and Tea Leaf.

b. Increase in Coconuts.
Decrease in Coconut Oil and Copra.

c. Increase in Timber Wrought.
Decrease in Timber, 5th and 6th Classes.

d. Increase in Plumbago, 3rd Class.
Decrease in Plumbago, 6th Class.

Colombo, February 18, 1911.

G. P. GREENE,
General Manager.