



Ceylon Government Gazette

Published by Authority.

No. 6,434 — FRIDAY, APRIL 7, 1911.

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.
 PART II.—Legal and Judicial.
 PART III.—Provincial Administration.
 PART IV.—Land Settlement.
 PART V.—Mercantile, Marine, Municipal, Local, &c.

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE LAMPONG (SUMATRA) COCONUT ESTATES, LIMITED.

1. The name of the Company is "THE LAMPONG (SUMATRA) COCONUT ESTATES, 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 or otherwise acquire, hold, sell, deal in or otherwise dispose of shares, stocks, bonds, debentures, debenture stock or obligations of or in any other Company, and in particular of or in the Company called and known as the Lampong Coconut Estates, Limited, being a company incorporated in Batavia, Java.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any concessions, estates, plantations, and properties in the Islands of Sumatra and Java, the Federated Malay States, the Island of Ceylon, 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.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce coconuts, rubber, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Islands of Sumatra and Java, the Federated Malay States, the Island of Ceylon, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) coconuts, rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in coconuts, coconut produce, rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Islands of Sumatra and Java, the Federated Malay States, the Island of Ceylon, India, or elsewhere all or any of the following businesses, that is to say, planters of coconuts, rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.

- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase coconuts, rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; 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 and boats; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Islands of Sumatra and Java, the Federated Malay States, the Island of Ceylon, India, and elsewhere, and generally to undertake the business of estate agents in the Islands of Sumatra and Java, the Federated Malay States, the Island of Ceylon, 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.
- (13) 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.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, 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.
- (15) 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.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Islands of Sumatra and Java, the Federated Malay States, in India, or elsewhere.
- (17) To lend money on any terms, and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any 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.
- (21) 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.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, 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.

- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, 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.
- (28) 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.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Seventy-five thousand (75,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. SHAKSPEARE, Colombo	One
H. C. BIBBY (by his attorney W. SHAKSPEARE), Colombo	One
W. E. KEELL, Colombo	One
ROBT. DAVIDSON (by his attorney DAVID SCOTT), Colombo	One
W. G. MACVICAR, Colombo	One
W. E. DRURY, Colombo	One
EUSTACE F. DE SARAM, Colombo	One

Witness to the signatures of W. SHAKSPEARE, H. C. BIBBY, W. E. KEELL, ROBERT DAVIDSON, W. G. MACVICAR, and W. E. DRURY, at Colombo, this 20th day of March, 1911 :

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

Witness to the signature of EUSTACE F. DE SARAM, at Colombo, this 20th day of March, 1911 :

J. LOOHORE,
Colombo.

ARTICLES OF ASSOCIATION OF THE LAMPONG (SUMATRA) COCONUT ESTATES, 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 Lampong (Sumatra) Coconut Estates, 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 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Seventy-five thousand shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

19. *One of Joint-holders other than a firm may give receipts; only one of joint-holders resident in Ceylon entitled to vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot

arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon, shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

In default of payment, 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.

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

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

45. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; 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 43 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

53. *Meeting affecting a particular class of shares.*—Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless

he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

CALLS.

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

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

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

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

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

BORROWING POWERS.

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

MEETINGS.

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

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

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

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

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

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted at 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.

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; 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.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Lampong (Sumatra) Coconut Estates, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up share, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Mr. Walter Shakespeare, Mr. Joseph Fraser, Mr. Montagu Kelway Bamber, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

105. The Directors shall have power, subject to any direction to the contrary that may be given by the Company in General Meeting, to appoint a nominee or nominees to act on the Board of Directors of any company or companies in which the Company is interested as a Shareholder or otherwise; and, subject as aforesaid, to remove such nominee or nominees and to appoint other or others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

123. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, 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.

124. *What accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and

generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

126. *Statement of 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.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

132. *Application thereof.*—The Directors may from time to time apply such 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.

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

145. *Duty of 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.

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 20th day of March, 1911.

W. SHAKSPEARE.

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

W. E. KEELL.

ROBT. DAVIDSON (by his attorney DAVID SCOTT).

W. G. MACVICAR.

W. E. DRURY.

EUSTACE F. DE SARAM.

Witness to the signatures of W. SHAKSPEARE, H. C. BIBBY, W. E. KEELL, ROBERT DAVIDSON, W. G. MACVICAR, and W. E. DRURY :

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

Witness to the signature of EUSTACE F. DE SARAM :

MEMORANDUM OF ASSOCIATION OF THE DE SOYSA DISTILLERIES, LIMITED.

1. The name of the Company is "THE DE SOYSA DISTILLERIES, LIMITED."
2. The registered office of the Company is to be established at Diyatalawa Mills, Slave Island, Colombo.
3. The objects for which the Company is established are—
 - (1) To purchase and acquire from Mr. Reginald Ernest Stephen de Soysa the buildings erected by him on the land called and known as Ulubadahellayawatta situated at Kochchikadde, in the district of Negombo, and completely fitted out as a distillery together with the stills, rectifiers, tank, boiler pump, vats, steam coils, pipes, tubs, and all other implements and appliances belonging to the said distillery.
 - (2) To carry on in the Island of Ceylon or elsewhere the business of brewers, distillers, and manufacturers of and merchants and dealers in arrack, toddy, ale, porter, stout, wines, spirits, aerated waters, and liquors of every description, whether intoxicating or not, and of sugar, cordials, and ice and of cakes, bottles, and other receptacles for the same and of malt, hops, grain, meal yeast, and all other materials and things capable of being used in connection with any such business or manufactures.
 - (3) To carry on in the Island of Ceylon or elsewhere the business of licensed victuallers, hotel, tavern, and lodging house keepers, caterers and purveyors of refreshments and stores of every description, tobacconists, carriers, and livery stable keepers.
 - (4) To carry on in the Island of Ceylon or elsewhere the business of merchants, chemists, printers, provision dealers, storekeepers, and wine and spirit merchants, and also to import, export, buy, sell, retail, and deal in provisions, oilmanstores, general goods, wines, spirits, and other goods and articles.
 - (5) To acquire or establish and carry on any other business, manufacturing, or shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business.
 - (6) To purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges 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, and in particular any land, buildings, easements, concessions, patents, patent rights, or rights of an analogous character, whether British or foreign licenses, secret processes, trademarks, copyrights, engines, machinery, tramways, railways, docks, ships, boats, barges, rolling stock, plant, implements, tools, patterns, of all kinds, and stock-in-trade.
 - (7) To manufacture into marketable commodities all residual or bi-products resulting from any manufactures in which the Company may be engaged.
 - (8) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any corporation or company, person or persons, carrying on any business which this Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
 - (9) To amalgamate, unite, or co-operate, either generally or to any limited extent or for any period (determinable, continuous, or otherwise), with any corporation, company, person or persons, already or hereafter to be established for or engaged in objects, all of which are or shall be within the scope of or connected with any of the objects of this Company; and to purchase or acquire the business, or any interest in the business, or in any branch of the business, carried on by any such corporation, company, person or persons, and being a business which this Company is authorized to carry on, and for any such purpose to make and enter into any contracts, agreements, or arrangements, and to undertake any liabilities.
 - (10) To enter into partnership or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any corporation, company, person or persons, carrying on, or about to carry on, any business which this Company is authorized to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidize or otherwise assist, any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.
 - (11) To pay for any property or business or services rendered or to be rendered, in shares (to be treated as either wholly or partly paid up) or debenture stock of the Company, or in money, or partly in shares or debentures or debenture stock, and partly in money.
 - (12) To sell, lease, let on hire, improve, work, manage, develop, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property and rights of the Company, and to construct, maintain, and alter any buildings, tramways, railways, docks, or works necessary or convenient for the purposes of the Company, and grant licenses to use any inventions belonging to the Company.
 - (13) 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, either formed to acquire the same, or having objects altogether or in part similar to those of this Company.
 - (14) To promote any other company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or of advancing, directly or indirectly, the objects or interests thereof, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares, stocks, or obligations of any such Company, or any other Company having objects altogether or in part similar to those of this Company, and also to purchase, acquire, and hold any interest in, or shares, or stocks of railway companies, dock companies, tramway companies, electric light companies, and any other companies in the United Kingdom, Ceylon, or elsewhere, carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such companies, and upon a distribution of assets or division of profits to distribute any such shares, stocks, or obligations amongst the members of this Company in specie.
 - (15) To invest, lend, or otherwise deal with the moneys of the Company, not immediately required, upon such security, or without security, and in such manner as may from time to time be determined, and in particular to lend money to customers and other parties dealing with the Company, and to guarantee the performance of contracts by any such persons.
 - (16) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or any other purpose, to issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company, and to exchange or vary from time to time any such securities.

- (17) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (18) To apply for and promote any Ordinance, Act of Parliament, order, or other Legislative or legal sanction, either in Ceylon or elsewhere, for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, and to enter into arrangements with any Government or authorities, Supreme, Municipal, local, or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects or any of them.
- (19) To procure the Company to be registered, domiciled, or recognized in any foreign country, colony, or place, and to establish and regulate in the United Kingdom, Ceylon, or in the Colonies, or elsewhere abroad, agencies for any of the purposes of the Company.
- (20) To provide for the welfare of persons in the employment of the Company, or formerly in their employment, and the widows and children of such persons, and others dependent upon them, by granting money or pensions, providing schools, reading rooms, places of recreation, subscribing to sick or benefit clubs, or societies, or otherwise, as the Company shall think fit.
- (21) To establish and support, or aid in the establishment and support of associations, institutions, or conveniences, calculated to benefit persons employed by the Company, or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or any public, general, or useful object.
- (22) To do all or any of the above things in the United Kingdom, Ceylon, or elsewhere, either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, corporations or otherwise.
- (23) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them, or which may be conveniently carried on and done in connection therewith, or which may be calculated directly to enhance the value of or render profitable any business or property of the Company.

4. The Liability of the Shareholders is limited.

5. The capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in 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.
R. E. S. DE SOYSA, Alfred House, Colombo	One
D. M. WEIGEL, Wellawatta, Colombo	One
SAMSON A. GUNAWARDANA, Grandpass, Colombo	One
F. P. SILVA, Moratuwa	One
SILVESTER DE SOYSA, Colombo	One
W. A. D. JOHN, Colombo	One
K. RICHARD PIERIS, Panadure	One

Dated the 22nd day of March, 1911.

Witness to the above signatures :

W. A. S. DE VOS,
Proctor and Notary, Colombo.

ARTICLES OF ASSOCIATION OF THE DE SOYSA DISTILLERIES, 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 De Soysa Distilleries, 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."

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

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

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

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

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

19. *One of joint-holders other than a firm may give receipts; only one of joint-holders resident in Ceylon entitled to vote.*—Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but only one of such joint Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst

themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, 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, of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

In default of payment, 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, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

45. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; 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 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Ten-thousand Rupees (Rs. 10,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted at 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.

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; 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.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every one share held by him.

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

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

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

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

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

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

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

The De Soysa Distilleries, Limited.

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand Rupees (Rs. 1,000), annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Mr. Reginald Ernest Stephen de Soysa, Mr. Daniel Michael Weigel, Mr. S. Gunawardana, and Mr. P. Silva, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, 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 the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

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

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

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

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

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

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

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

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

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

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

102. *How Directors removed and successors appointed.*—The Company may, by 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.

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

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

POWERS OF DIRECTORS.

105. The 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.

106. 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.

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

108. The Directors shall have power to open 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, promissory notes, bills of lading, receipts, contracts, agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. 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.

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

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

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

112. *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.

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

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

115. *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.

116. *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.

117. *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.

118. *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.

119. *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.

120. *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.

121. *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, 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, the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, the regularity of the meeting at which the same shall appear to have taken place, the Chairmanship and signature of the person appearing to have signed as Chairman and the date on which such meeting was held.

122. *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.

123. *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.

124. *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.

125. *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.

126. *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.

127. *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.

128. *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.

129. *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.

130. *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.

131. *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, working the business of the Company, or repairing, maintaining, or extending the buildings and premises of the Company, or for the repair, 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.

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

133. *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.

134. *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.

135. *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.

136. *Shares held by a firm.*—Every dividend or bonus payable in respect of any shares 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.

137. *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.

138. *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.

139. *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.

140. *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.

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

142. *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.

143. *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 Director 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.

144. *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.

145. *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.

146. *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.

147. *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.

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

149. *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.

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

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

ARBITRATION.

151. *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.

152. *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.

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

154. *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.

155. *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 22nd day of March, 1911.

R. E. S. DE SOYSA.

D. M. WEIGEL.

SAMSON A. GUNAWARDANA.

F. P. SILVA.

SILVESTER SOYSA.

W. A. D. JOHN.

RICHARD PIERIS.

Witness to the above signatures :

W. A. S. DE VOS,
Proctor and Notary, Colombo.

Memorandum
MEMORANDUM OF ASSOCIATION OF THE CEYLONESE SYNDICATE OF NUWARA ELIYA, LIMITED.

1. The name of the Company is "THE CEYLONESE SYNDICATE OF NUWARA ELIYA, LIMITED."
2. The registered office of the Company is to be established in Nuwara Eliya.
3. The objects for which the Company is to be established are—
 - (a) To purchase, lease, take in exchange, hire, or otherwise acquire any estate or estates, land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, or movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (b) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (c) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, with any products, trees, plants, or crops that may be approved by the Company.
 - (d) To build, make, construct, equip, maintain, improve, alter buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (e) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (f) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (g) To lease any factory or other buildings from any company or person.
 - (h) To establish and maintain in Ceylon or elsewhere stores, shops, and places for the sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (i) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (j) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (k) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (l) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
 - (m) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
 - (n) To amalgamate with any other company having objects altogether or in part similar to this Company.
 - (o) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
 - (p) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
 - (q) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
 - (r) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
 - (s) To invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (t) To promote and establish any other company whatsoever and to subscribe to and hold the shares of stock of any other company or any part thereof.
 - (u) To pay for any lands and real or personal, immovable or movable estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.

- (v) To accept as consideration for the sale or disposal of any lands and real or personal immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligation of any company or person or partly one and partly other.
- (w) 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 deduction of capital be made, except with the sanction for the time being required by law.
- (x) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, if being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Twenty thousand Rupees (Rs. 20,000), divided into Four hundred shares of Fifty Rupees (Rs. 50) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
DONALD A. STEWARD, Nuwara Eliya	One
TIMOTHY DE SILVA, Nuwara Eliya	One
C. M. C. DE SILVA, Nuwara Eliya	One
Witness to the above signatures, at Nuwara Eliya, this 13th day of March, 1911:	
RICHARD J. RODRIGO, Nuwara Eliya.	
V. SAM LINGAM, Nuwara Eliya	One
Witness to the above signature, at Nuwara Eliya, this 13th day of March, 1911:	
B. H. WARD, Nuwara Eliya.	
DODWELL F. GARTH, Nuwara Eliya	One
W. L. Garth, Nuwara Eliya	One
Witness to the above signatures, at Nuwara Eliya, this 14th day of March, 1911:	
B. H. WARD, Nuwara Eliya.	
F. M. BARTHOLOMEUSZ, Nuwara Eliya	One
Witness to the above signature, at Nuwara Eliya, this 14th day of March, 1911:	
C. W. BARTHOLOMEUSZ, Proctor, Nuwara Eliya.	

ARTICLES OF ASSOCIATION OF THE CEYLONESE SYNDICATE OF NUWARA ELIYA, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on, the shares of the Company.

INTERPRETATION CLAUSE.

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

The word "Company" means "The Ceylonese Syndicate of Nuwara Eliya, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

"Ceylonese" means and includes all persons born and resident in Ceylon other than European.

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

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

BUSINESS.

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

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

4. The original capital of the Company is Twenty thousand Rupees (Rs. 20,000), divided into Four hundred shares of Fifty Rupees (Rs. 50) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER AND SHARES.

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

28. No transfer of shares shall be made to an infant or person of unsound mind, or to any person other than a Ceylonese.

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

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

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

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

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

34. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing the Meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every five shares beyond the first ten up to thirty.

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

79. Votes may be given either personally or by proxy.

80. No Shareholder shall be entitled to vote or speak at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months

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

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

82. No person shall be entitled to hold a proxy who is not a Shareholder of the Company.

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

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

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

The Ceylonese Syndicate of Nuwara Eliya, Limited.

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least five shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two hundred Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be C. W. Bartholomeusz, Dodwell Frederick Garth, Chas. Henry Pate, Jr., Cornelis de Silva, Wilfred Howell Garth, Timothy de Silva, and Donald Alexander Steward, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of

any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceeding on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of any claims or demands made by or against the Company.

- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of the trustee, assignee, liquidator, or inspector, or similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.
- (g) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors in their absolute discretion think conducive to the interest of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from their other assets.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

147. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of the Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine

that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors, where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

NOTICES.

148. Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or persons appointed by the Board to authenticate the same.

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Nuwara Eliya on the dates hereinafter mentioned:—

DONALD A. STEWARD.

TIMOTHY DE SILVA.

C. M. C. DE SILVA.

Witness to the above signatures, at Nuwara Eliya, this 13th day of March, 1911.

RICHARD J. RODRIGO, Nuwara Eliya.

V. SAM. LINGAM, Nuwara Eliya.

Witness to the above signature, at Nuwara Eliya, this 13th day of March, 1911.

B. H. WARD, Nuwara Eliya.

DODWELL F. GARTH.

W. L. GARTH.

Witness to the above signatures, at Nuwara Eliya, this 14th day of March, 1911.

B. H. WARD, Nuwara Eliya.

F. M. BARTHOLOMEUSZ, Nuwara Eliya.

Witness to the above signature, at Nuwara Eliya, this 14th day of March, 1911.

C. W. BARTHOLOMEUSZ,
Proctor, Nuwara Eliya.

The Rubber Plantations of Kalutara, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at No. 11, Queen street, Fort, Colombo, the registered office of the Company, at noon on April 18, 1911, for the purpose of confirming as a Special Resolution the following resolution passed at an Extraordinary General Meeting of the Company held on April 1, 1911, namely:—

"That each of the existing Rs. 100 shares in the Company's Capital be divided into ten shares of Rs. 10 each."

"That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered so that the shares representing those now numbered 1 to 2,750 be re-numbered 2,751 to 30,250."

By order,

BOIS BROTHERS & Co.,
Colombo, April 3, 1911. Agents and Secretaries.

The Patitagama Cinchona Company, Limited.

NOTICE is hereby given that the Twenty-Ninth 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 Saturday, April 22, 1911, at 11.30 A.M.

Business.

1. To receive the report of the Directors and accounts for 12 months ended January 31, 1911.
2. To elect a Director.
3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

BOIS BROTHERS & Co.,
Colombo, April 3, 1911. Agents and Secretaries.

The Jambulande Tea and Rubber Estates, Limited.

NOTICE is hereby given that the First and Statutory 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 Saturday, April 22, 1911, at 12 noon.

Business.

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

(The transfer books of the Company will be closed from April 15 to 22, 1911, inclusive.)

By order of the Board,

BOIS BROTHERS & Co.,
Colombo, April 3, 1911. Agents and Secretaries.

The Lanan Utan Rubber Company, Limited.

NOTICE is hereby given that the Fifth Annual General Meeting of the Shareholders of this Company will be held at the office of Messrs. Carson & Co., Colombo, on Wednesday, April 19, 1911, at 12 noon.

Business.

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

By order of the Directors,

per pro. BOUSTEAD BROS.,
(F. STEPHENS)
Colombo, April 6, 1911. Agents and Secretaries.

The Bibile Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Thursday, April 20, 1911, at 12 noon, for the following purpose:—

To consider and, if thought fit, to authorize the Directors to sell the Bibile estate, the property of the Company, and, to consider and if thought fit, to pass any resolution or resolutions which may be proposed at the said Meeting for that purpose.

By order of the Directors,

WHITTALL & Co.,
Colombo, April 6, 1911. Agents and Secretaries.

MR. O. T. MACDERMOTT having severed his connection with our Firm on the 31st ultimo, the power of attorney which he held from us is no longer in force.

April 1, 1911. WHITTALL & Co.

The Frocester Estate Rubber Company, Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of the Company, will be held at their registered office, No. 6, Prince street, Fort, Colombo, on Saturday, April 22, 1911, at noon.

Business.

1. To receive the Directors' report and accounts for the season 1910.
2. To elect a Director.
3. To appoint an Auditor for season 1911, and transact any other business that may be duly brought before the Meeting.

(The transfer books of the Company will be closed from April 8 to 22, 1911, both days inclusive.)

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Colombo, April 5, 1911. Agents and Secretaries.

In the matter of "The Companies (Consolidation) Act, 1908," and in the matter of the Digalla Ceylon Tea Estate Company, Limited.

NOTICE is hereby given that the creditors of the above-named Company are required, on or before Monday, May 1, 1911, to send in their names and addresses, with particulars of their debts and claims, and the names and addresses of their Solicitors (if any), to the undersigned Peter Reucastle Rutherford, of 20, Eastcheap, London, E.C., the Liquidator of the said Company; and if so required in writing by the said Liquidator are, by their Solicitors or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.

March 10, 1911.

Witness:

WILLIAM C. MURRAY,
11, Birchin lane,
London, E.C., Solicitor.

P. R. RUTHERFORD,
Liquidator.

The Shalimar (Malay) Estate Company, Limited.

NOTICE is hereby given that the Second Annual General Meeting of the Shalimar (Malay) Estate Company, Limited, will be held at 1 P.M. on Thursday, April 13, 1911, at Henfold bungalow, Lindula:—

- (1) To receive Directors' report and accounts to December 31, 1910.
- (2) To elect a Director.
- (3) To appoint a Secretary.

(4) To pass a resolution that the registered office of the company be moved from Nuwara Eliya to Messrs. Cumberbatch & Co., Ambawatte House, Slave Island, Colombo.

(5) To appoint an Auditor for the current year, and to transact any other business that may be duly brought before the Meeting.

By order of Directors,
J. E. B. BAILLIE HAMILTON,
Secretary.

The Clyde Tea Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, April 26, 1911, at noon.

Business.

1. To confirm the following special resolution passed at Ordinary General Meeting of Shareholders held on March 15, 1911, 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.'

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

By order of the Directors,
LEWIS, BROWN & Co.,
Colombo, April 6, 1911. Agents and Secretaries.

Ceylon General Steam Navigation Company, Limited (in Liquidation).

NOTICE is hereby given that an Extraordinary 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, April 22, 1911, at 8 o'clock A.M., for the purpose of considering, and, if approved, passing a special resolution giving the Liquidator sanction to compromise a claim for principal interest and costs on a judgment and decree upon a mortgage bond in favour of the Company and Liquidator, and to sell and assign their interest in the judgment and decree and the mortgage securities for a lesser amount than that due by the mortgagors.

Colombo, April 4, 1911. ANDREW YOUNG,
Liquidator.

In the District Court of Colombo.

J. H. Ascararatne Plaintiff.
No. 1,469. Vs.

D. S. Silva, administrator of the estate of H. Don Michael Alexander Defendant.

BY virtue of the decree in above action, and the order issued to me, I shall sell by public auction at the spot at 10 A.M. on Wednesday, May 3, 1911, the land

Dawatagahadalupotha, situate at Ganepola in Raganpaha in extent 3 acres and 21 perches, declared bound and executable for the recovery of the sum of Rs. 760, with further interest and costs.

C. E. KARUNARATNA,
Auctioneer.

In the District Court of Negombo.

H. M. de Silva Plaintiff.
No. 8,172. Vs.

(1) S. James Appuhamy, (2) J. Lianora Perera Hamine Defendants.

BY virtue of the decree in this action, and the order issued to us, we shall sell by public auction on Saturday, April 29, 1911, at the hours noted below, the under-mentioned property declared specially bound and executable for the recovery of the sum of Rs. 560, with further interest and costs, viz. :—

At 10 A.M.

1. Undivided $\frac{1}{2}$ of Kahatagahawatta *alias* Nugagahawatta at Ganinulla, in extent about 5 acres.

At 11 A.M.

2. Undivided $\frac{1}{2}$ of the paddy field Kekunagahakumbura, at Ganinulla, containing about 4 parras sowings, extent

KARUNARATNA, LOOS, & KURERA,
Negombo. Auctioneers.

In the District Court of Colombo.

James Henry Pieris, Mudaliyar Plaintiff.
No. 31,807. Vs.

Welatanirige Philip Botejoe of Pelapitiya in Siyane korale Defendant.

BY virtue of the decree in the above action, and the order issued to me, I shall sell by public auction at the spot at 12 noon on Thursday, May 4, 1911 :—

All that undivided $\frac{2}{3}$ part or share from and out of all those two contiguous allotments of land called Karandagahawatta and Ambagahawatta, now forming one property, with the plantations thereon and the entire tiled house and the boutique thereon, situate at Pelapitiya in Adikari part of the Siyane korale, in extent about 3 roods.

The above property has been declared specially bound and executable for the recovery of Rs. 1,175, with further interest and costs.

C. E. KARUNARATNA,
Auctioneer.

6, Hulftsdorp.

SIX weeks hence I, Theodore Nathaniel Mendis of Orwell, Colpetty, Colombo, shall apply to the Hon. Chief Justice and the other Justices of the Honourable the Supreme Court to be admitted and enrolled an Advocate of their Lordships' Honourable Court.

THEODORE N. MENDIS.
Orwell, Colpetty, April 7, 1911.

SIX weeks hence I, Walwin Burchett Goonewardena, presently of Well Ville, Panadure, shall apply to the Hon. the Judges of the Supreme Court of Ceylon to be admitted and enrolled as an Advocate of the said Court.

W. B. GOONEWARDENA.
Panadure, April 4, 1911.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Friday, January 20, 1911.

The Council met this day at 3 P.M., pursuant to notice dated January 13, 1911.

Present :—Mr. K. W. B. Macleod, Acting Chairman ; Mr. C. P. Dias ; Mr. C. A. Lovegrove ; Sir Allan Perry, Kt. Mr. H. A. Jayewardene ; Mr. H. Tiruvilangam ; Mr. R. S. Templeton ; Mr. L. B. Fernando ; Mr. N. H. M. Abdul Cader ; Mr. Arthur Alvis ; Mr. H. L. de Mel ; Mr. E. G. Jayewardene ; Dr. David Rockwood ; Mr. G. L. Cox ; and Mr. A. J. Martin.

The Minutes of General Meeting of December 16, 1910, having been printed, and a copy thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of General Meeting of December 16, 1910, be confirmed.

1. Pursuant to notice, the Chairman moved that the question of the inclusion of Wellawatta within Municipal limits be referred to a Special Committee consisting of the Members of the Standing Committees on Sanitation, Finance, and Works. Mr. C. P. Dias seconded.—Carried.

2. The Chairman moved the re-appointment of the following Special Committees, viz :—

- (1) To inquire into the further requirements of the Works Department in regard to Engineering Staff ; also in what respects the Department requires re-organization, and what additional by-laws are necessary so as to provide in the most efficient manner for the public safety, health, and convenience; and also to inquire into the system of employment, treatment, and dismissal of officers, and report to Council.
- (2) To report on the types of buildings for the Infectious Diseases Hospital.
- (3) To consider the question of the site known as Dhobies' Pond for a central dispensary in connection with the Report of the Tuberculosis Diseases Commission; and report to Council.

Mr. C. P. Dias seconded.—Carried.

3. The Council then proceeded to elect Members to form the four Standing Committees for 1911, in terms of section 94 of Ordinance No. 6 of 1910, and the result of the ballot was declared by the Chairman as follows :—

- (1) The Committee on Law and General Subjects : Major A. W. de Wilton, Mr. H. Tiruvilangam, and Mr. L. B. Fernando.
- (2) The Committee on Sanitation and Markets : Sir Allan Perry, Kt., Mr. H. L. de Mel, and Dr. David Rockwood.
- (3) The Committee on Finance and Assessment : Mr. H. A. Jayewardene, Mr. Arthur Alvis, and Mr. E. G. Jayewardene.
- (4) The Committee on Municipal Works : Mr. C. P. Dias, Mr. Arthur Alvis, and Mr. E. G. Jayewardene.

4. Payment of compensation of Rs. 590·93 to Dr. E. R. Loos, Second Assistant Medical Officer of Health, for extra work in consequence of Dr. Philip's absence from the Island on leave.

The Chairman moved that payment of compensation of Rs. 590·93 to Dr. E. R. Loos, Second Assistant Medical Officer of Health, for extra work in consequence of Dr. Philip's absence from the Island on leave be sanctioned. Mr. C. P. Dias seconded.

Mr. H. L. de Mel moved, as an amendment, that the allocation of the salary available as a result of Dr. Philip being on leave be referred to the Finance Committee. Mr. L. B. Fernando seconded.

The Council divided on the amendment as follows :—

Ayes.

1. Dr. David Rockwood.
2. Mr. H. L. de Mel.
3. Mr. L. B. Fernando.
4. Mr. H. Tiruvilangam.
5. Mr. R. S. Templeton.
6. Sir Allan Perry, Kt.
7. Mr. C. A. Lovegrove.

Noes.

1. Mr. A. J. Martin.
2. Mr. G. L. Cox.
3. Mr. E. G. Jayewardene.
4. Mr. Arthur Alvis.
5. Mr. N. H. M. Abdul Cader.
6. Mr. H. A. Jayewardene.
7. Mr. C. P. Dias.
8. The Chairman.

Ayes 7. Noes 8. Whereupon the amendment was declared *lost*, and the motion was carried, Mr. H. L. de Mel dissenting.

5. Question of laying down of granite setts along certain portions of the tramway track, in terms of clause 13 of the tramway agreement.

The Chairman moved that granite setts along certain portions of the tramway track, in terms of clause 13 of the tramway agreement, be laid down. Mr. Arthur Alvis seconded.—Carried.

6. Provision of Rs. 3,500 in the Supplemental Budget of 1911 to meet cost of disinfection of night-soil carts during 1911 not included in the Budget.

The Chairman moved that the matter be referred to the Sanitation Committee for report. Mr. C. P. Dias seconded.—Carried.

7. Acquisition of No. 61a, 1st Division, Maradana.

The Chairman moved that Government be asked to acquire the property under the Land Acquisition Ordinance. Mr. Arthur Alvis seconded.—Carried.

8. The Chairman moved that the valuation of properties contained in the assessment books of 1910 for the year 1911, subject to such alterations as the Chairman may from time to time find necessary in respect of the following wards, be adopted :—

Colpetty, Eastward Extension. Mr. C. P. Dias seconded.—Carried.

9. Excess leave over 30 days granted to Mr. C. Vanderput, Supervisor, Conservancy Branch, from December 12 to 16, 1910.

The Chairman moved that the leave granted by him be confirmed. Mr. C. P. Dias seconded.—Carried.

10. Report of the Resident Engineer of the Colombo Drainage Works for the month of November, 1910, was laid on the table, having been previously printed and circulated.

11. City Analyst's Reports on the Town Water for December, 1910, were laid on the table, having been previously printed and circulated.

12. The Progress Report of Work done for December, 1910, was laid on the table.

13. Reports of Inspectors on Licensed Carriages were laid on the table.

The following documents were also laid on the table :—

Return of Committees of Municipal Council of 1910.

Proceedings of Committees.

Volunteer Band Programme for January, 1911.

Return of Average Daily Supply and Consumption of Water for November, 1910.

The Municipal Engineer's Report for December, 1910, on the condition of Tramway Routes.

Confirmed on February 17, 1911.

K. MACLEOD,
Acting Chairman, Municipal Council,
and Mayor of Colombo.

K. MACLEOD,
Acting Chairman, Municipal Council,
and Mayor of Colombo.

Statement of Receipts and Disbursements on account of the Municipal Fund from January 1 to 31, 1911.

REVENUE.

	Estimated Revenue for 1911.		Receipts to Jan. 31, 1910.			Estimated Revenue for 1911.		Receipts to Jan. 31, 1910.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
A.—TAXES.									
1 Commutation under the Road Ordinance ..	140,000	0	3,558	0					
2 Taxes on vehicles and animals ..	65,000	0	11,335	78					
3 Costs on recovery of animals ..	1,000	0	38	51					
B.—LICENSES.									
4 Carriages and rickshas ..	16,000	0	700	6					
5 Passenger hackeries ..	400	0	14	64					
6 Cart, coach, and-tram cars ..	9,000	0	149	15					
7 Boat ..	6,000	0	—	—					
8 Gun ..	500	0	1,942	20					
9 Sale of intoxicating liquors ..	20,000	0	—	—					
10 Slaughter of animals ..	300	0	3	0					
11 Sale of meat and fish ..	1,500	0	1,010	0					
12 Petroleum ..	4,000	0	98	0					
13 Guides' ..	50	0	—	—					
14 Poison ..	200	0	—	—					
15 Trade licenses ..	10,000	0	1,811	50					
16 Auctioneers' and brokers' ..	10,000	0	4,510	0					
17 Advocates', proctors', and notaries' certificates and articles of clerkship (Stamp duty) ..	7,500	0	—	—					
18 Arrack taverns (Stamp duty) ..	11,000	0	—	—					
C.—JUDICIAL FINES.									
19 Municipal and Police Courts ..	45,000	0	4,004	80					
D.—TOLLS.									
20 ..	150,000	0	36,528	7					
E.—MARKETS.									
21 Edinburgh market ..	9,200	0	818	8					
22 Price park market ..	5,500	0	472	2					
23 St. John's market ..	4,000	0	425	2					
24 Dean's road market ..	21,000	0	1,725	75½					
25 Grandpass market ..	1,750	0	173	29					
26 Kollupitiya market ..	1,300	0	118	0					
27 Gintupitiya street market ..	3,400	0	238	0					
28 Bambalapitiya market ..	750	0	69	0					
29 Costs on recovery of arrears of market rents ..	200	0	39	25½					
F.—SLAUGHTER-HOUSES.									
30 Slaughtering fees ..	22,000	0	1,931	80					
31 Feeding fees ..	26,000	0	2,223	90					
32 Miscellaneous receipts ..	1,000	0	252	20					
33 Fees for inspection of frozen meat ..	1,200	0	148	22					
G.—PUBLIC HEALTH DEPARTMENT.									
34 Conserving private latrines ..	30,000	0	3,690	70					
35 Sale of disinfectants and buckets ..	1,500	0	117	74					
36 Recoveries from limewashing bills ..	1,000	0	135	50					
37 Clearing cesspit privies ..	500	0	—	—					
38 Miscellaneous ..	500	0	64	15					
H.—CATTLE MART AND QUARANTINE STATION.									
39 Fees ..	40,000	0	3,228	24					
40 Lease of boutiques, &c. ..	1,300	0	132	0					
41 Sale of manure ..	750	0	—	—					
I.—CONSOLIDATED RATE.									
42 Arrears ..	200,000	0	34,768	64					
43 Current ..	1,000,000	0	78,840	92					
44 Advance ..	25,000	0	383	60					
45 Costs on recoveries ..	40,000	0	1,001	14					
J.—WATER.									
46 Sale of water ..	300,000	0	41,848	22					
47 Costs on recoveries ..	500	0	43	62					
48 Contribution by Military ..	10,000	0	—	—					
49 Meter rents ..	11,000	0	4,232	86					
K.—RENTS.									
50 Racquet Court ..	1,000	0	420	0					
51 Cricket pitches, &c. ..	300	0	19	75					
52 Grass lands, &c. ..	10,000	0	774	0					
53 Miscellaneous rents ..	8,000	0	26	0					
L.—MISCELLANEOUS.									
54 Fees for registration of dogs ..	4,500	0	567	50					
55 Opium, Government-contribution in lieu of licenses ..	60,000	0	—	—					
56 Trunk roads, Government contribution ..	32,570	0	—	—					
57 Tramway mileage ..	4,830	0	4,833	32					
58 Interest ..	2,000	0	439	45					
59 Military contribution for lighting Fort ..	1,700	0	425	46					
60 Mulet ..	1,000	0	930	38					
61 General cemeteries, fees, &c. ..	8,000	0	713	50					
62 Grazing fees ..	1,500	0	143	95					
63 Fire brigade fees ..	200	0	2	50					
64 Sundries ..	5,000	0	172	3					
M.—SANITATION DEPARTMENT.									
65 Revenue from house connections ..	100,000	0	95	0					
66 Estimated surplus at December 31, 1910 ..	700,000	0	—	—					
Total ..	3,197,400	0	252,488	42					

EXPENDITURE.

	Estimated Expendi- ture for 1911.	Disburse- ments to Jan. 31, 1911.	Estimated Expendi- ture for 1911.	Disburse- ments to Jan. 31, 1911.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—NON-EFFECTIVE CHARGES.				
1 Annuities, Waterworks and Victoria bridge ..	108,000 0	—		
2 Interest and sinking fund on Drainage loan ..	300,000 0	—		
3 Pensions ..	18,596 57	1,214 23		
4 Audit of accounts ..	5,000 0	—		
5 Maintenance of police ..	64,946 0	—		
6 Contribution to Volunteer Band ..	4,500 0	—		
7 Contribution to Friend-in-Need Society ..	4,000 0	—		
8 Contribution to Law Library ..	500 0	—		
9 Contribution to Pasteur Institute ..	150 0	—		
10 Half cost of foot bridge opposite Floor's lane ..	6,329 50	—		
B.—CHAIRMAN.				
1 Salary ..	18,000 0	1,500 0		
2 Upkeep of Municipal motor car ..	2,500 0	461 63		
C.—SECRETARIAT.				
1 Salaries ..	30,037 0	2,546 35		
2 Legal expenses ..	1,500 0	168 0		
3 Advertisements ..	3,000 0	4 80		
4 Furniture ..	500 0	—		
5 Stationery and bookbinding ..	9,000 0	724 1		
6 Postage ..	500 0	11 79		
7 Telephones ..	1,736 0	—		
8 Seizure of cattle straying on public roads ..	2,000 0	1 0		
9 Train and tram fare allowances ..	500 0	73 98		
10 Miscellaneous ..	1,000 0	70 10		
11 General upkeep, &c., Printing Department ..	1,900 0	36 28		
D.—FINANCE DEPARTMENT.				
1 Salaries ..	51,767 0	4,135 41		
2 Allowances ..	4,362 0	320 0		
3 Commission ..	36,000 0	217 57		
4 Refunds ..	1,000 0	86 10		
5 Uniforms ..	1,000 0	—		
6 Extra clerks ..	5,000 0	52 27		
7 Library ..	600 0	405 90		
8 Postage and receipt stamps ..	1,500 0	73 12		
9 Train and tram fare allowances ..	2,000 0	121 39		
10 Furniture ..	800 0	10 0		
11 Advertisements ..	1,000 0	4 40		
12 Tin plates, badges, fare tables, painting, branding, and dog tickets ..	4,150 0	1,813 64		
13 Council's share of rent of Revenue Inspectors' houses ..	1,800 0	—		
14 Miscellaneous ..	3,000 0	57 76		
E.—VETERINARY DEPARTMENT.				
1 Salaries and wages ..	13,603 0	1,125 24		
2 Allowances ..	2,172 0	175 0		
3 Uniforms ..	300 0	—		
4 Lighting cattle mart ..	1,000 0	63 45		
5 Contingencies ..	3,000 0	482 84		
6 Prevention of diseases in animals ..	1,000 0	85 58		
7 Grazing tickets ..	200 0	9 96		
8 Capture of dogs ..	3,000 0	253 19		
9 Destruction of rats ..	3,600 0	241 40		
10 Postage ..	200 0	0 5		
11 Furniture ..	200 0	—		
12 Train and tram fare allowances ..	200 0	16 95		
13 Miscellaneous ..	400 0	32 0		
F.—MUNICIPAL COURT.				
1 Salaries ..	12,860 0	1,044 25		
2 Train and tram fare allowances ..	500 0	40 35		
3 Uniforms ..	100 0	—		
4 Miscellaneous ..	500 0	—		
G.—FIRE BRIGADE AND AMBULANCES.				
1 Salaries, wages, &c. ..	19,210 0	1,169 16		
2 Allowances ..	660 0	40 0		
3 Uniforms, &c. ..	3,141 0	—		
4 Stores ..	1,500 0	—		
5 Horses ..	3,420 0	285 0		
6 Telephones ..	600 0	520 0		
7 Working expenses and lights ..	2,560 0	84 0		
H.—PUBLIC HEALTH DEPARTMENT.				
<i>(a) Sanitary Branch.</i>				
1 Salaries, wages, &c. ..	63,174 0	5,192 54		
2 Council's share of rent of Sani- tary Inspectors' houses ..	4,300 0	251 28		
3 Allowances ..	6,816 0	260 0		
4 Disinfecting station expenses ..	300 0	—		
5 Prevention of infectious diseases ..	12,500 0	307 73		
6 Train and tram fare allowances ..	600 0	44 86		
7 Postage ..	500 0	29 26		
8 Half share of salaries, &c., for Rural Inspectors ..	1,583 0	—		
9 Uniforms ..	2,558 0	20 0		
10 Cost of disinfectants ..	2,000 0	—		
11 Fees to Bacteriologist ..	250 0	31 50		
12 Cleansing, Special Expenditure ..	6,757 0	160 20		
13 Miscellaneous ..	1,100 0	11 54		
<i>(b) Slave Island Dispensary.</i>				
14 Salaries ..	2,740 0	167 50		
15 Allowances ..	540 0	30 0		
16 Rent of station ..	900 0	—		
17 Equipment, &c. ..	2,800 0	—		
<i>(c) Municipal Enteric Hospital.</i>				
18 Salaries ..	6,480 0	395 90		
19 Allowances ..	960 0	60 0		
20 Diet ..	4,500 0	304 10		
21 Extras and stimulants, Contin- gencies, &c. ..	6,400 0	153 86		
<i>(d) Conservancy Branch.</i>				
22 Salaries and wages ..	15,458 0	1,276 80		
23 Allowances ..	1,224 0	160 0		
24 Conservancy of dry-earth closets ..	75,000 0	6,094 0		
25 Supply of coir dust ..	15,000 0	1,200 0		
26 Stationery, &c. ..	600 0	9 38		
27 Hire of bulls ..	43,400 0	3,650 24		
28 Postage ..	300 0	5 91		
29 Uniforms, &c. ..	650 0	—		
30 Rent of night soil depôt ..	1,638 0	—		
31 Latrine and storage buckets ..	900 0	—		
32 Train and tram fare allowances ..	300 0	10 49		
33 Miscellaneous ..	1,000 0	11 0		
<i>(e) Markets.</i>				
34 Salaries and wages ..	5,442 50	449 65		
35 Tools and equipment ..	1,300 0	0 45		
F.—SLAUGHTER-HOUSES.				
36 Salaries ..	4,284 0	355 79		
37 Allowances ..	360 0	30 0		
38 Feeding charges ..	4,500 0	—		
39 Miscellaneous ..	2,006 0	38 0		

	Estimated Expenditure for 1911.		Disbursements to Jan. 31, 1911.			Estimated Expenditure for 1911.		Disbursements to Jan. 31, 1911.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
G.—GENERAL CEMETERIES.					(f) Parks.				
40 Salaries and wages ..	6,470	0	540	78	32 Maintenance of parks, open spaces, &c., on sub-estimates	21,536	0	1,106	33
41 Allowances ..	360	0	30	0	(g) Lighting.				
42 Upkeep of cemeteries ..	1,050	0	12	0	33 Lighting public streets with gas	123,400	0	9,628	3
43 Miscellaneous ..	600	0	—	—	34 Electric lighting of the Fort ..	18,200	0	1,621	0
H.—BACTERIOLOGICAL LABORATORY.					35 Shifting of lamps, repairs to fittings, &c. ..	2,000	0	—	—
44 Salaries and wages ..	3,432	0	—	—	36 Lighting Municipal buildings ..	11,720	0	746	18
45 House rent ..	1,200	0	—	—	37 Gas apparatus, chemicals, fittings, &c. ..	1,000	0	—	—
46 Equipment ..	2,700	0	—	—	38 Extension of lighting eastern extension ..	10,000	0	—	—
47 Contingencies ..	500	0	—	—	(h) Miscellaneous.				
I.—WORKS DEPARTMENT.					39 Repairs to ambulance carts ..	200	0	—	—
(a) Administrative.					40 Construction and repairs of night-soilcarts and conservancy buckets ..	14,050	0	£60	18
1 Salaries and wages ..	109,224	7	7,756	48	41 Maintenance, repairs, &c., to septic tanks ..	250	0	8	0
2 Allowances ..	12,060	0	768	87	42 Electric fans and lighting ..	5,750	0	302	12
3 Survey, drawing, and photographic materials ..	4,000	0	9	61	43 Surveys, tracings, &c. ..	8,590	0	403	19
4 Train and tram fare allowances	1,000	0	14	67	44 Store expenses ..	915	0	78	16
5 Uniforms ..	250	0	—	—	45 Tools for works ..	6,050	0	131	33
6 Miscellaneous ..	500	0	—	—	46 Sundries ..	600	0	89	33
265/10 One steam roller ..	—	—	7,670	75	47 Watching Municipal lands ..	600	0	45	82
298/09 Widening Churchyard lane	—	—	2,098	82	(i) Public Works Extraordinary.				
255/05 Roads, Suduwella depôt ..	—	—	9	60	48 Road improvements ..	100,000	0	73	11
248/07 Office and quarters, Fire Brigade ..	—	—	412	95	49 Refuse destructor: Rs. 100,000 revoked; Rs. 120,000 new vote	220,000	0	—	—
(b) Buildings.					266/07 Skinner's road, construction of; further vote on account	150,000	0	2,888	85
7 Town Hall maintenance ..	3,431	0	408	19	321/09 Infectious diseases hospital; further vote on account ..	300,000	0	15	0
8 Cemeteries and hospital maintenance ..	3,370	0	6	80	50 Extension of lighting ..	6,000	0	—	—
9 Quarantine mart maintenance ..	2,200	0	238	40	51 Extraordinary work on main drains ..	5,000	0	349	31
10 Markets and slaughter-houses maintenance ..	10,234	65	185	7	52 Fan and light, Finance Department ..	200	0	—	—
11 Latrines maintenance ..	2,690	0	8	94	53 Dust prevention ..	12,000	0	1,214	13
12 Suduwella depôt maintenance ..	1,950	0	—	—	54 Cooly lines, Kanatta ..	5,000	0	—	—
13 Conservancy buildings maintenance ..	2,000	0	—	—	55 Latrines, Victoria park ..	650	0	—	—
14 Fire Brigade buildings maintenance ..	890	0	—	—	56 Scavenging carts and orderly wagons ..	9,720	0	—	—
15 Maligakanda office maintenance ..	1,353	0	54	4	Extraordinary works of 1910 for which no provision is required in 1911 ..				
16 Miscellaneous maintenance ..	2,093	35	208	55	273/10 Price park, re-vote ..	2,162	0	—	—
17 Working and maintenance of disinfecter ..	1,400	0	40	75	57 Fencing Municipal Council property ..	5,000	0	—	—
322/10 Shelter, Kanatta cemetery ..	—	—	366	95	58 Two culvert bridges, Ferguson's road ..	5,000	0	—	—
323/10 Brick floor, enteric hospital ..	—	—	395	7	255/10 Mansergh avenue ..	80,000	0	1,804	7
279/10 Extension, Maligakanda office ..	—	—	17	6	269/10 Dean's road market ..	50,000	0	675	25
(c) Roads, Bridges, Culverts, Drains, &c.					K.—WATERWORKS DEPARTMENT.				
18 General upkeep of roads ..	43,379	0	3,016	49	(a) Recurrent Expenditure.				
19 Upkeep of metal roads on sub-estimates ..	169,050	0	4,588	94	1 Salaries and wages ..	32,479	39	2,655	6
20 Upkeep of gravel roads, lanes, &c., sub-estimates ..	45,966	0	136	25	2 Allowances ..	6,200	0	511	74
21 Watering and oiling streets ..	31,700	0	1,887	54	3 Maintenance charges ..	17,000	0	942	69
22 Repairs to roads, bridges, and culverts ..	19,250	0	633	1	4 Purchase and upkeep of meters ..	4,500	0	126	16
23 Conservancy of sewers and drains ..	8,900	0	710	47	5 Tools, &c. ..	5,000	0	—	—
24 Repairs to steam rollers ..	4,550	0	246	98	6 Store expenses ..	500	0	44	68
25 Tools for roads ..	4,100	0	3	76	7 Train and tram fare allowances ..	150	0	18	76
26 Roads, night-soil depôt ..	6,700	0	243	78	8 Labugama reservoir reserve ..	1	0	—	—
27 Maintenance and repairs to plant ..	1,100	0	—	—	9 Miscellaneous ..	100	0	—	—
28 Miscellaneous ..	2,033	0	3	80	249/10 Improvement of water supply ..	—	—	1,688	81
(d) Scavenging.									
29 Scavenging ..	196,166	0	13,903	99					
(e) Lake and Canals.									
30 Upkeep and conservancy of lake ..	5,260	0	420	58					
31 Lake and canal dredging ..	21,028	0	681	68					

	Estimated Expenditure for 1911.		Disbursements to Jan. 31, 1911.			Estimated Expenditure for 1911.		Disbursements to Jan. 31, 1911.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
(b) EXTRAORDINARY WORK.									
<i>To be met from Advance Account.</i>									
10 Extension and improvement of water supply ..	205,000	0	68	12	4 Street number plates ..	2,000	0	1,212	0
11 Scraping distribution mains ..	15,758	0	—	—	5 Costs in legal proceedings ..	3,000	0	—	—
12 Extension of water supply, eastern extension ..	10,000	0	—	—	6 Miscellaneous ..	500	0	112	28
L.—ASSESSING DEPARTMENT.									
1 Salaries ..	14,674	0	1,154	69	M.—SANITATION DEPARTMENT.				
2 Allowances ..	2,400	0	175	0	1 Maintenance ..	100,000	0	1,842	33
3 Train and tram fare allowances ..	100	0	—	—				119,703	46
					Balance ..			132,784	96
					Total ..	319,731	3	252,488	42

BALANCE SHEET, JANUARY 31, 1911.

Sundry Liabilities.		Amount.	Total.	Sundry Assets.		Amount.	Total.
		Rs.	c.	Rs.	c.	Rs.	c.
(1) Deposits:—				(1) Advance Accounts:—			
(a) General ..	13,274	66		(a) Purchase of stores, Works Department ..	36,000	50	
(b) Security ..	18,317	35		(b) Purchase of stores, Waterworks Department ..	142,418	9	
(c) Waterworks ..	9,568	78		(c) Miscellaneous ..	6,483	90	
(d) Drainage works (Lotus Pond latrines) ..	852	1					184,902 49
(e) Miscellaneous ..	4,182	9	46,194 89	(2) Suspense account ..	—	—	246 76
(2) Excess of Assets over Liabilities:—				(3) Cash:—			
(a) Balance at credit on December 31, 1910 ..	652,295	47		(a) At Bank on current account ..	345,526	7	
(b) Excess of receipts over expenditure, January 1 to 31, 1911 ..	132,784	96	785,080 43	(b) On fixed deposit ..	300,000	0	
				(c) In hand ..	600	0	
Total ..			831,275 32				646,126 7
				Total ..			831,275 32

The Municipal Office,
Colombo, March 20, 1911,

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council, Colombo.

Progress Report, January, 1911.

Statement showing Expenditure and Balance on January 31, 1911.

ASSISTANT ENGINEER, MAINTENANCE, NORTHERN DIVISION. Est. No.	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.
			Through Advance Account.						
			Labour.	Stores, Works Department.	Stores, Waterworks Department.	Direct to Estimate.			
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
<i>Personal Emoluments.</i>									
I 1 Salaries of overseers	Dec. 1910	11,336 75	456 89	—	—	390 0	1,350 30	9,986 45	—
<i>Other Charges.</i>									
I 2 Overseers, transport allowance	Dec. 1910	1,560 0	50 0	—	—	75 0	198 87	1,361 13	—
<i>Buildings.</i>									
Maintenance of—									
I 7 Town Hall	Dec. 1910	3,431 0	394 12	117 35	—	—	919 66	2,511 34	—
8 Cemetery buildings	Jan. 1911	850 0	104 74	23 57	—	—	128 31	721 69	—
10 Markets	Dec. 1910	4,733 50	5 11	—	—	—	81 87	4,651 63	—
11 Latrines	Do.	2,440 0	36 29	14 49	57 15	200 0	316 87	2,123 13	—
14 Fire Brigade buildings	—	750 0	—	—	—	—	—	750 0	—
16 Miscellaneous—									
Toll houses	Rs. c.	116 65	—	—	—	—	—	—	—
Guides' shelter	90 0	—	—	—	—	—	—	—	—
Gas testing room	20 0	—	—	—	—	—	—	—	—
House No. 2, Hulftsdorp	130 0	763 65	37 27	—	—	—	73 22	695 43	—
Gala, Kachcheri road	100 0	—	—	—	—	—	—	—	—
House No. 9, St. Joseph's street	212 0	—	—	—	—	—	—	—	—
<i>Roads, Bridges, Culverts, Drains, &c. (Upkeep.)</i>									
I 18 General upkeep of roads	Dec. 1910	20,714 80	952 36	9 60	—	698 45	2,545 4	18,169 76	—
19 Upkeep of metal roads	Do.	88,550 0	1,143 89	465 99	—	2,883 29	5,739 59	82,810 41	—
20 Upkeep of gravel roads	Do.	15,040 0	55 29	8 70	—	262 50	348 46	15,291 54	—
21 Watering and oiling streets	Do.	15,850 0	771 41	—	68 74	54 0	1,902 83	13,947 17	—
22 Repairs to bridges, culverts, drains, &c.	Do.	9,000 0	432 62	82 70	—	121 86	808 23	8,191 77	—
23 Conservancy of sewers and drains	Do.	5,500 0	282 74	—	—	—	674 13	4,825 87	—
25 Tools for roads	Jan. 1911	1,600 0	0 69	62 21	—	—	59 52	1,540 48	—
I 28 Miscellaneous—									
Repair and removal of—									
Paved footways	Rs. 1,000	—	—	—	—	—	—	—	—
Church street fence	Rs. 310	1,473 0	—	—	—	—	—	1,473 0	—
Carriage stands	Rs. 163	—	—	—	—	—	—	—	—
53 Dust prevention	Dec. 1910	6,000 0	241 22	—	—	—	265 70	5,734 30	—
<i>Bridges, Culverts, &c. (New Works.)</i>									
I 43 Road improvements	Dec. 1910	10,000 0	3 0	—	—	—	0 0	9,940 0	—
51 Extraordinary works on main drains	Do.	5,000 0	152 87	79 77	—	30 20	595 95	4,404 0	—
I 53 Two-culvert bridges, Ferguson's road	—	5,000 0	—	—	—	—	—	5,000 0	—
<i>Scavenging.</i>									
I 29/1 Scavenging	Dec. 1910	98,456 0	7,083 60	118 98	—	35 63	14,098 13	84,357 87	—
29/2 Dust sweeping	Do.	19,757 60	1,081 47	261 23	—	—	2,469 98	17,287 62	—
56 Scavenging carts and orderly wagons	Jan. 1911	9,720 0	630 27	221 5	—	—	851 32	8,868 68	—
<i>Lake and Canals.</i>									
I 30 Upkeep and Conservancy, lake	Rs. c.	1,560 00	—	—	—	—	—	—	—
Lake, sluice and locks	200 00	1,760 0	90 16	—	—	—	213 52	1,546 48	—
31 Dredging canal	Do.	3,000 0	65 8	—	—	—	142 2	2,857 98	—
<i>Parks. (Upkeep.)</i>									
I 32/2 Upkeep of Racquet court	Dec. 1910	1,850 0	77 91	25 0	—	—	185 96	1,664 4	—
32/3 Do. Jubilee fountain	Do.	112 0	—	—	—	—	12 20	99 80	—
32/4 Do. Gordon Gardens	Do.	2,200 0	139 13	14 40	—	9 70	292 68	1,907 32	—
32/5 Do. Galle Face esplanade	Do.	883 0	30 95	—	—	—	60 49	822 51	—
32/7 Do. Price park	Do.	1,198 0	60 32	—	—	—	118 40	1,079 60	—

	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.
			Through Advance Account.			Direct to Estimate.			
			Labour.	Stores, Works Department.	Stores, Waterworks Department.				
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
ASSISTANT ENGINEER, MAINTENANCE, NORTHERN DIVISION—contd.									
Est. No. <i>Parks. (New.)</i>									
I 273/10 Price park	—	2,162 0	—	—	—	—	2,162 0	—	—
<i>Miscellaneous.</i>									
I 45 Tools for works	Jan. 1911	800 0	—	90 22	—	—	88 97	711 3	—
46 Weeding of ground, Madampitiya cemetery	Dec. 1910	350 0	21 50	—	—	—	50 83	299 17	—
57 Fencing, Municipal Council property	—	5,000 0	—	—	—	—	—	5,000 0	—
Cadjan sheds for overseers	Jan. 1911	250 0	64 65	4 40	—	—	69 5	180 95	—
<i>Deposit Account.</i>									
Drain connection, No. 28, Chatham street	Jan. 1911	56 98	22 1	25 50	—	—	57 51	—	0 53
Drain connection to No. 1, Mill street	Dec. 1910	38 28	15 20	20 0	—	—	38 17	0 11	—
Loan steam roller to Chief Construction Engineer, Ceylon Government Railway	Do.	100 0	—	—	—	—	47 2	52 98	—
Drain connection, No. 20, St. Sebastian	Do.	34 4	—	—	—	—	32 39	1 65	—
Advance Account, repairs to drainage trenches	Do.	589 18	70 34	—	—	51 25	589 18	—	—
Advance Account, reinstatement of cable trenches	Do.	76 51	2 22	—	—	—	76 51	—	—
Deposit Account, granite kerb stone to footway in front of Freudenberg & Co., Queen street	Jan. 1911	25 0	4 85	—	—	—	23 65	1 35	—
Deposit Account, drain connection for Dr. Passe's dispensary	Do.	49 94	15 71	27 40	—	—	44 11	5 83	—
Total	—	358,666 23	14,596 79	1,682 56	125 89	4,811 88	35,630 64	323,036 12	0 53
ASSISTANT ENGINEER, MAINTENANCE, SOUTHERN DIVISION.									
<i>Personal Emoluments.</i>									
I 1 Salaries of overseers	Dec. 1910	8,170 0	513 48	—	—	240 0	1,207 48	6,962 52	—
<i>Other Charges.</i>									
I 2 Overseers' transport allowance	Dec. 1910	1,800 0	90 0	—	—	60 0	220 0	1,580 0	—
<i>Buildings. (Upkeep.)</i>									
Maintenance of—									
I 8/1 Temporary enteric hospital	Dec. 1910	1,300 0	22 73	—	—	—	29 33	1,270 67	—
8/2 Cemeteries	—	1,220 0	—	—	—	—	—	1,220 0	—
9 Quarantine mart	Do.	2,200 0	21 55	1 74	—	—	261 69	1,938 31	—
10 Markets and slaughter-house	Do.	5,501 15	93 9	—	—	—	201 40	5,299 75	—
11 Latrines	Jan. 1911	250 0	—	—	1 99	—	1 99	248 1	—
13 Conservancy buildings	Do.	2,000 0	63 64	—	—	—	63 64	1,936 36	—
14 Fire Brigade buildings	—	140 0	—	—	—	—	—	140 0	—
15 Maligakanda Office	Dec. 1910	1,353 0	54 77	1 80	—	—	110 61	1,242 39	—
<i>Miscellaneous.</i>									
16 Plague camps Rs. 1,000	Do.	1,324 70	33 95	—	—	—	206 55	1,118 15	—
Toll houses Rs. 324 70	Do.	1,822 0	156 7	—	—	486 0	1,037 14	784 86	—
323/10 Enteric Hospital flooring	Do.	1,822 0	156 7	—	—	486 0	1,037 14	784 86	—
<i>Buildings. (New.)</i>									
I 54 Cooly lines, Kanatta cemetery	Jan. 1911	5,000 0	106 71	—	—	—	106 71	4,893 29	—
55 Latrines, Victoria park	—	650 0	—	—	—	—	—	650 0	—
<i>Roads, Bridges, Culverts, Drains, &c. (Upkeep.)</i>									
I 18 General upkeep of roads	Dec. 1910	22,664 20	1,311 78	28 53	—	403 65	3,171 17	19,493 3	—
19 Upkeep of metal roads	Do.	80,500 0	675 48	163 76	—	1,724 92	2,969 41	77,530 59	—
20 Upkeep of gravel roads	Do.	30,328 0	184 15	16 7	—	61 11	314 41	30,011 59	—
21 Watering and oiling streets	Do.	15,850 0	927 73	3 31	100 85	234 54	1,978 55	13,871 45	—
22 Repairs to bridges, culverts, drains, &c.	Do.	10,250 0	387 26	443 63	—	40 0	1,256 80	8,993 20	—
23 Conservancy of sewers and drains	Do.	3,400 0	278 78	—	—	—	597 86	2,802 14	—
25 Tools for roads	Do.	2,500 0	0 85	25 41	—	—	27 13	2,472 87	—
26 Roads, night soil depôt.	Do.	6,700 0	215 54	9 82	—	—	469 14	6,230 86	—

ASSISTANT ENGINEER, MAINTENANCE, SOUTHERN DIVISION— <i>contd.</i>	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.
			Through Advance Account.			Direct to Estimate.			
			Labour.	Stores, Works Department.	Stores, Waterworks Department.				
Est. No.		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
Miscellaneous—									
I 23 Paved footways Rs. 500.	Dec. 1910	560 0	137 1	—	—	140 81	419 19	—	
Carriage stands Rs. 60 ..									
53 Dust prevention ..	Jan. 1911	6,000 0	108 83	—	—	1,098 83	4,901 17	—	
Roads, Bridges, Culverts, Drains, &c. (New Works.)									
326/10 Metalling and tarring lake road ..	—	2,500 0	—	—	—	—	2,500 0	—	
Scavenging.									
I 29/1 Scavenging ..	Dec. 1910	66,041 0	5,057 83	33 17	—	26 90	10,138 12	55,902 88	
29/2 Dust sweeping ..	Do.	11,911 40	883 75	100 26	—	—	1,825 83	10,085 57	
Lake and Canals.									
I 30 Upkeep and conservancy of lake ..	Dec. 1910	3,500 0	215 29	—	—	—	512 51	2,987 29	
31 Dredging lake ..	Do.	18,028 0	522 46	96 13	—	—	1,223 33	16,804 67	
Parks.									
I 32/1 Upkeep of Victoria park	Dec. 1910	6,961 0	330 74	179 37	—	11 0	836 74	6,124 26	
32/6 Upkeep of Campbell park	Do.	2,219 0	131 32	0 62	—	3 0	240 77	1,978 23	
32/8 Upkeep of Havelock park	Do.	3,432 0	155 96	—	—	19 85	442 43	2,989 57	
32/9 Upkeep of Maligakanda park ..	Do.	650 0	15 81	—	—	—	32 64	617 36	
32/10 Upkeep of public garden, Rifle street ..	Do.	685 0	29 57	—	—	—	67 14	617 86	
32/11 Upkeep of public garden, Union place ..	Do.	800 0	37 7	0 60	—	—	76 74	723 26	
32/12 Upkeep of riding track, Victoria park ..	Do.	546 0	—	—	—	—	—	546 0	
Miscellaneous.									
I 41 Maintenance and repairs to septic tanks ..	Dec. 1910	250 0	9 0	—	—	—	17 0	233 40	
I 45 Tools for works ..	Do.	750 0	—	—	—	—	1 54	748 46	
Deposit Account.									
Drainage connection, No. 12, Regent street ..	Jan. 1911	38 28	17 40	19 25	—	—	36 65	1 63	
Advance Account—Petty repairs to night soil depôt ..	—	10 63	—	—	—	—	10 63	—	
Deposit Account—Drainage connection, 73, Pichaud's lane ..	Nov. 1910	33 55	—	—	—	—	31 94	1 61	
Total ..	—	329,836 91	12,789 57	1,123 27	102 84	3,310 97	30,964 66	298,872 25	
ASSISTANT ENGINEER, CONSTRUCTION (WORKS).									
Personal Emoluments.									
I 1 Salaries of overseers ..	Jan. 1911	2,580 0	—	—	—	215 0	215 0	2,365 0	
Other Charges.									
I 2 Overseers' transport allow- ance ..	Jan. 1911	600 0	—	—	—	50 0	50 0	550 0	
Cemeteries.									
Filling of Kanatta cemetery	Jan. 1911	34,848 0	43 33	—	—	—	43 33	34,804 67	
Miscellaneous.									
I 3 Survey, drawing and photo materials ..	Dec. 1910	4,000 0	—	—	—	48 25	48 25	3,951 75	
43 Surveys and tracings ..	Do.	8,590 0	345 90	1 0	—	190 10	838 9	7,751 91	
44 Store expenses ..	Do.	915 0	57 0	145 0	—	—	280 16	634 84	
45 Tools for works ..	Do.	2,500 0	103 95	36 25	—	—	269 99	2,230 1	
47 Watching Municipal lands ..	Do.	600 0	32 86	—	—	—	78 68	521 32	
49 Refuse destructor ..	Do.	220,000 0	—	—	—	—	—	220,000 0	
Furniture, W. D. ..	Do.	900 0	—	—	—	—	0 78	899 22	
Buildings. (Upkeep.)									
I 12 Maintenance of Suduwella depôt ..	Dec. 1910	1,950 0	—	—	—	—	—	1,950 0	
Buildings. (New.)									
321/09 Infectious diseases hos- pital ..	Sept. 1909	300,000 0	—	—	—	—	—	300,000 0	
248/07 Central Fire Station ..	Nov. 1907	1,498 33	101 34	56 26	81 95	20 23	652 50	845 83	

Est. No.	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.
			Through Advance Account.			Direct to Estimate.			
			Labour.	Stores, Works Department.	Stores, Waterworks Department.				
Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.		
ASSISTANT ENGINEER, CONSTRUCTION (WORKS).									
270/10 Extension, Maligakanda office	Feb. 1910*	950 67	—	—	—	—	16 60	934 7	—
269/10 Dean's road market	June 1910	23,556 23	278 61	28 10	—	195 55	981 96	22,574 27	—
Advance Account—Lotus Pond latrine	Oct. 1909	2,369 92	869 12	395 83	1,090 45	61 50	3,698 6	—	1,328 14
322/10 Kanatta cemetery shelter	Dec. 1910	903 70	304 18	15 25	—	258 40	742 48	161 22	—
318/10 M. C., Court-house	Jan. 1911	6,000 0	24 5	216 28	—	—	240 33	5,759 67	—
<i>Roads. (New.)</i>									
I 266/07 Construction of Skinner's road	March 1907	150,000 0	1,107 12	728 21	—	2,097 47	5,369 21	144,630 79	—
255/10 Mansergh avenue	Jan. 1910	80,000 0	415 1	662 63	—	3,675 65	5,268 73	74,731 27	—
298/09 Churchyard lane	Oct. 1909	31,998 89	1,283 56	453 73	1 81	1 383 83	4,325 4	27,673 85	—
255/05 Roads, Suduwella Depot	April 1905	87 66	—	—	—	9 60	9 60	578 8	—
265/10 Steam road roller	Oct. 1910	11 88 5	9 36	—	—	—	9 36	11 976 69	—
Advance Account—Making concrete pipes	Dec. 1910	3,446 58	372 89	491 87	—	126 50	3 046 8	—	—
Total	—	890,581 3	5 348 28	3 230 41	1,174 21	8,332 8	26,184 73	865,524 44	1,328 14
ASSISTANT ENGINEER, CONSTRUCTION (WORKSHOP):									
<i>Personal Emoluments.</i>									
I 1 Salaries of overseers	Jan. 1911	1,320 0	—	—	—	110 0	110 0	1,210 0	—
<i>Other Charges.</i>									
I 2 Overseers' transport allowance	Do.	300 0	—	—	—	25 0	25 0	275 0	—
<i>Roads, Bridges, Culverts, Drains, &c.</i>									
I 24 Repairs to steam roller	Dec. 1910	4,550 0	370 69	18 92	—	—	636 59	3,913 41	—
27 Maintenance and repairs to plant	—	1,100 0	—	—	—	—	—	1,100 0	—
<i>Buildings.</i>									
I 17 Working and maintenance of disinfectant	Dec. 1910	1,400 0	66 71	39 59	—	—	147 5	1,252 95	—
<i>Miscellaneous.</i>									
I 39 Repairs to ambulance carts	—	200 0	—	—	—	—	—	200 0	—
40 Construction and repairs to night soil carts and conser. an y buckets..	Dec. 1910	14,050 0	94 19	—	—	—	354 37	13,695 63	—
45 Tools for works	—	2,000 0	—	—	—	—	—	2,000 0	—
Total	—	24,920 0	531 59	58 51	—	135 0	1,273 1	23,646 99	—
ASSISTANT ENGINEER, WATERWORKS.									
<i>Personal Emoluments.</i>									
K 1 Salaries of overseers and mechanics	Dec. 1910	6,764 0	553 0	—	—	—	1,116 66	5,647 34	—
<i>Other Charges.</i>									
K 2 Transport allowance to overseers	Dec. 1910	540 0	40 0	—	—	—	80 0	460 0	—
<i>Waterworks.</i>									
K 3 Maintenance charges	Dec. 1910	17,000 0	974 41	—	477 39	—	2,394 49	14,605 51	—
4 Repairs to tools and meters	Do.	4,500 0	120 9	—	81 25	—	246 25	4,253 75	—
5 Purchase of tools and meters	Jan. 1911	5,000 0	—	—	692 58	—	692 58	4,307 42	—
6 Store expenses	Dec. 1910	500 0	21 44	—	8 68	—	74 80	425 20	—
<i>Waterworks Extraordinary.</i>									
K 10 20-in. main from Wellampitiya	Do.	205,000 0	74 75	—	398 75	13 75	541 62	204,458 38	—
11 Scraping distribution mains	—	15,758 0	258 10	—	148 57	—	406 67	15,351 33	—
12 Extension of water supply, eastern section..	—	10,000 0	25 89	—	269 8	—	294 97	9,705 3	—
249/10 Improvements of water supply	Jan. 1910	23,636 50	1,177 45	—	1,177 57	10 3	4,453 86	19,182 64	—

* Date of completion: December 31, 1910.

	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.
			Through Advance Account.						
			Labour.	Stores, Works Department.	Stores, Waterworks Department.	Direct to Estimate.			
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
ASSISTANT ENGINEER, WATERWORKS—contd.									
Est. No. 305/10 Extension of water main, Buller's road	Nov. 1910	1,605 94	42 20	—	—	—	42 20	1,563 74	—
<i>Miscellaneous.</i>									
K 9 Miscellaneous, water-works	Jan. 1911	100 0	—	—	—	3 0	3 0	97 0	—
<i>Deposit Account.</i>									
<i>Service Connections, &c., to Private Bungalows.</i>									
Connection to—									
113, Colpetty	Jan. 1911	25 0	—	—	12 11	—	16 25	8 75	801
5, Hunupitiya road	Do.	25 0	—	—	11 21	—	15 35	9 65	1014
24, Buller's road	Do.	30 0	4 10	—	10 50	—	14 60	15 40	1015
Connection to and fixing $\frac{1}{2}$ -in. meter at 250 and 251, Nagalagam street	Do.	45 0	—	—	15 42	—	22 34	22 66	1023
Connection to—									
52/30, Laurie's road	Do.	25 0	4 10	—	11 13	—	15 23	9 77	876
30, Layard's Broadway	Do.	30 0	4 62	—	13 19	—	17 81	12 19	600
18a, Queen street	Do.	25 0	4 10	—	8 42	—	12 52	12 48	1019
2a, Forbes road	Do.	25 0	3 59	—	7 88	—	11 47	13 53	1028
Connection to and fixing a meter at 148, Modara road	Do.	45 0	4 62	—	15 64	—	20 26	24 74	1043
Renewing connection, No. 6, Andival street	Do.	30 0	4 10	—	9 65	—	13 75	16 25	1064
Connection to—									
63, Dematagoda	Do.	25 0	3 59	—	7 79	—	11 38	13 62	1022
Victoria Home for Incurables	Do.	35 0	—	—	14 36	—	18 50	16 50	1021
49a, Belmont street	Do.	25 0	3 59	—	7 43	—	11 2	13 98	1034
10, Smith's street, New Bazaar	Do.	25 0	3 81	—	8 6	—	11 87	13 13	1035
Connection to and fixing a $\frac{1}{2}$ -in. meter at new building, Edward lane	Do.	45 0	5 65	—	10 48	—	16 13	28 87	1032
Fixing a meter, No. 4, Gintupitiya street	Do.	20 0	5 62	—	4 46	—	10 8	9 92	586
Connection to—									
2, 226, Cemetery road	Do.	25 0	3 59	—	10 85	—	14 44	10 56	1063
7, Pamankada road	Do.	45 0	4 83	—	15 63	—	20 46	24 54	1018
24, Wolfendahl	Do.	30 0	4 10	—	11 57	—	15 67	14 33	1027
Fixing a meter, No. 18, Queen street	Do.	20 0	3 59	—	4 99	—	8 58	11 42	1031
Connection to 47b, Temple road	Do.	25 0	4 33	—	10 85	—	15 18	9 82	1062
Connection to new house near 24, Buller's road	Do.	30 0	3 59	—	11 79	—	15 38	14 62	1041
Fixing meter, No. 4, Union place	Do.	25 0	3 59	—	6 9	—	9 68	15 32	1024
Connection to—									
68, 2nd Cross street	Do.	25 0	4 10	—	—	—	4 10	20 90	1,042
New building in Ebony Lodge premises	Do.	25 0	—	—	8 15	—	8 15	16 85	1072
8/593, Prince's gate	Do.	25 0	4 11	—	11 21	—	15 32	9 68	1073
113, Colpetty	Do.	25 0	4 10	—	12 11	—	16 21	8 79	802
95a, Ambalama road	Do.	25 0	3 59	—	8 51	—	12 10	12 90	1086
89, Temple road	Do.	25 0	4 10	—	9 23	—	13 33	11 67	1040
38a, New Urugodawatta	Do.	25 0	3 59	—	9 30	—	12 89	12 11	1067
Torrington Bungalow, Torrington place	Do.	100 0	3 93	—	18 94	—	22 87	77 13	1094
Enlarge connection, 184, Colpetty road	Do.	25 0	3 9	—	5 49	—	8 58	16 42	1095
Connection to—									
29, Rosmead place	Do.	35 0	4 11	—	—	—	14 96	20 4	860
136, Bankshall street	Do.	25 0	3 81	—	9 77	—	13 58	11 42	1065
1, Alston place	Do.	25 0	3 59	—	10 31	—	13 90	11 10	1038
118a, Dematagoda	Do.	30 0	—	—	8 51	—	8 51	21 49	1,078
B4 and 5, Colpetty lane	Do.	25 0	4 59	—	—	—	4 59	20 41	08
Connection and meter 24/18, Vauxhall street	Do.	50 0	3 59	—	—	—	3 59	46 41	1075
<i>Advance Account.</i>									
<i>Work for Gas Company.</i>									
Repair pipe in Campbell place			1 55	—	0 8	—	1 63		

	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.					
			Through Advance Account.			Direct to Estimate.								
			Labour.	Stores, Works Department.	Stores, Waterworks Department.									
Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.					
ASSISTANT ENGINEER, WATERWORKS—contd.														
<i>Work done for Government Departments.</i>														
Connection and fixing meter, Stock Gardens	—	—	6	12	—	—	23	28	—	—	29	40	—	—
Repairing connection to Carwil, Kollupitiya	Dec. 1910	—	—	—	—	—	2	24	—	—	4	84	—	—
Service connection to Bambalapatiya Railway Station	Jan. 1911	—	14	91	—	—	—	—	—	—	14	91	—	—
Repairing hydrant in railway premises	—	—	0	83	—	—	2	24	—	—	3	7	—	—
Laying 3-in. main in Kollupitiya along approach road to station	Jan. 1911	—	33	14	—	—	315	32	—	—	348	46	—	—
<i>Works done for Drainage Department.</i>														
Employing two coolies in Kew road, &c., during drainage operations	Jan. 1911	—	31	41	—	—	—	—	—	—	31	41	—	—
Laying water supply to flushing cisterns	Dec. 1910	—	—	—	—	—	35	73	—	—	213	84	—	—
Repairing two leaks in Kew Barracks	Do.	—	—	—	—	—	13	59	—	—	27	5	—	—
Repairing two damages connection in Wekanda	Do.	—	—	—	—	—	1	98	—	—	6	62	—	—
Divert the ½-in. pipes in Church street	Do.	—	—	—	—	—	0	18	—	—	2	78	—	—
Repair leaks in Kew Barracks	Jan. 1911	—	13	35	—	—	11	18	—	—	24	53	—	—
Repair leak in Ditch lane	Do.	—	7	54	—	—	—	—	—	—	7	54	—	—
Repairing 4-in. main in Kew Barracks	Do.	—	4	94	—	—	7	3	—	—	11	97	—	—
Repair connection to house at junction of Kynsey road and Ward place	Do.	—	1	3	—	—	—	—	—	—	1	3	—	—
Repair 4-in. main in Kew Barracks	Do.	—	6	17	—	—	14	37	—	—	20	54	—	—
Repair connection, No. 2, Lilly street	Do.	—	2	20	—	—	0	52	—	—	2	72	—	—
Repair connection, No. 110, Dematagoda	Do.	—	3	8	—	—	0	94	—	—	4	2	—	—
Diverting 3-in. main, Railway road	Do.	—	4	81	—	—	12	28	—	—	17	9	—	—
Repairing connection, 221, Dematagoda	Do.	—	2	58	—	—	—	—	—	—	2	58	—	—
Make 1½-in. connection in Daniel's road	Do.	—	5	8	—	—	—	—	—	—	5	8	—	—
Diverting 4-in. main Stewart street	Do.	—	27	66	—	—	14	54	—	—	42	20	—	—
Diverting 3-in. main and connection, Dematagoda road	Do.	—	2	56	—	—	—	—	—	—	21	72	—	—
Total	—	291,574	44	3,985	70	—	4,060	40	26	78	11,702	76	280,716	71
ASSISTANT ENGINEER, LIGHTING.														
<i>Lighting. (Upkeep.)</i>														
I 33 Lighting public streets with gas	Jan. 1911	123,400	0	—	—	—	—	—	9,628	31	9,628	31	113,771	69
34 Electric lighting of Fort	Do.	18,200	0	—	—	—	—	—	1,621	0	1,621	0	16,579	0
35 Shifting of lamps, repairs to fittings	Do.	2,000	0	—	—	—	—	—	—	—	—	—	2,000	0
36 Lighting Municipal buildings	Do.	11,720	0	—	—	—	—	—	746	18	746	18	10,973	82
37 Gas apparatus, chemicals, fittings, &c.	Do.	1,000	0	—	—	—	—	—	—	—	—	—	1,000	0
<i>Lighting. (New Works.)</i>														
I 38 Extension of lighting, eastern extension	—	10,000	0	—	—	—	—	—	—	—	—	—	10,000	0
50 Extension of lighting	—	6,000	0	—	—	—	—	—	—	—	—	—	6,000	0
<i>Miscellaneous.</i>														
I 42 Electric fans and lighting	Jan. 1911	5,750	0	—	—	—	—	—	302	12	302	12	5,447	88
52 Fan and light, Finance Department	—	200	0	—	—	—	—	—	—	—	—	—	200	0
E 4 Lighting cattle mart	—	1,000	0	—	—	—	—	—	63	45	63	45	936	55
Total	—	179,270	0	—	—	—	—	—	12,361	6	12,361	6	166,908	94

	Date of Commencement.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess.	
			Through Advance Account.			Direct to Estimate.				
			Labour.	Stores, Works Department.	Stores, Waterworks Department.					
Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.			
MISCELLANEOUS.										
C/10	Miscellaneous, Secretary's Department	—	5 28	—	4 50	—	—	5 28	—	
C/11	General upkeep, &c., Printing Department	—	12 61	4 33	—	—	—	12 61	—	
E/5	Contingencies, Veterinary Department	—	514 53	12 8	31 25	—	—	514 53	—	
E/8	Capture of dogs	—	38 53	11 56	18 75	—	—	38 53	—	
H/12	Cleansing	—	107 43	57 90	2 33	—	—	107 43	—	
H/13	Miscellaneous, Public Health Department	—	7 58	—	6 54	—	—	7 58	—	
H/35	Tools and equipment, markets	—	6 77	—	6 32	—	—	6 77	—	
I 46	Postage stamps	—	600 0	—	—	—	60 0	60 0	640 0	
H 39	Miscellaneous	—	—	—	—	—	—	—	—	
I 4	Train and tram fare allowances	—	1,600 0	—	—	—	38 12	38 12	961 88	
C 4	Furniture, Secretariat	—	3 0	—	—	—	3 0	3 0	—	
E 9	Destruction of rats	—	50 0	—	50 0	—	—	50 0	—	
G 4	Stores, Fire Brigade	—	35 61	—	35 61	—	—	35 61	—	
H 10	Cost of disinfectants	—	475 33	—	475 33	—	—	475 33	—	
H 31	Latrine storage buckets	—	8 0	—	8 0	—	—	8 0	—	
E 6	Prevention of diseases in animals	—	11 25	—	11 25	—	—	11 25	—	
H 39	Miscellaneous	—	8 26	3 8	5 18	—	—	8 26	—	
H 21	Extras and stimulants, Contingencies	—	9 0	—	9 0	—	—	9 0	—	
D 10	Furniture	—	300 0	3 2	0 5	—	—	3 7	296 93	
	Total	—	3,193 18	91 97	664 11	—	101 12	1,394 37	1,798 81	
<i>Summary.</i>										
	Assistant Engineer, Maintenance, Northern Division	—	358,666 23	14,596 79	1,682 56	125 89	4,811 88	35,630 64	323,036 12	0 53
	Assistant Engineer, Maintenance, Southern Division	—	329,836 01	12,789 57	1,123 27	102 84	3,310 97	30,964 66	298,872 25	—
	Assistant Engineer, Construction (Workshop)	—	24,920 0	531 59	58 51	—	135 0	1,273 1	23,646 99	—
	Assistant Engineer, Construction (Works)	—	890,381 3	5,348 28	3,230 41	1,174 21	8,332 8	26,184 73	865,524 44	1,328 14
	Assistant Engineer, Lighting	—	179,270 0	—	—	—	12,361 6	12,361 6	166,908 94	—
	Assistant Engineer, Waterworks	—	291,574 44	3,985 70	—	4,060 40	26 78	11,702 76	280,716 71	—
	Miscellaneous	—	3,193 18	91 97	664 11	—	101 12	1,394 37	1,798 81	—
		—	2077841 79	37,343 90	6,758 86	5,463 34	29,078 89	119,511 23	1960504 26	1,328 67

The following Credit and Debit have been made in the Works Department during the month in adjustment of accounts, and should be similarly posted in Council's books:—

Credit.

Deposit Account: Drain connection from 53, Piachaud's lane

Debit.

Advance account purchase of stores:—

For value of S. W. pipes put into stock .. Rs. 7-60.

Total Payments to Labourers by Municipal Engineer.

	Rs.	c.
Amount of cheque No. 166	4,972	95
Do. 167	1,600	52
Amount of cash	1	50
Amount of cheque No. 202	704	50
Do. 203	389	66
Do. 204	584	50
Do. 205	496	41
Do. 206	213	50
Do. 207	330	0
Do. 208	228	0
Do. 209	290	0
Do. 210	500	50
Do. 211	448	33
Do. 212	616	0
Do. 213	8,972	67
Do. 214	533	50
Do. 215	607	64
Do. 216	359	50
Do. 217	323	0
Do. 218	277	0
Do. 219	297	0
Do. 220	360	66
Do. 221	258	66
Do. 222	508	74
Do. 223	9,283	57
Do. 224	4,187	14
Amount of cash	1	0
Do.	10	25

Refunded by M. E. as per Cash Bill No. 125 of 17-2-11

Rs. c.

37,356 70

12 80

37,343 90

Municipal Engineer's Office,
Colombo, February 17, 1911.

R. SKELTON,
Municipal and Waterworks Engineer.

NOTICE is hereby given that in the absence of movable property liable to seizure (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council, Colombo.

The Municipal Office,
Colombo, April 5, 1911.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, May 1, 1911.		
Tanque Salgado.		
4311-85	1st and 2nd quarters, 1910	7 A.M.
4312-86	Do.	7.5 "
4314-88	Do.	7.10 "
3406-24	1st quarter, 1909, to 2nd quarter, 1910	7.15 "
3408-25	1st and 2nd quarters, 1910	7.20 "
3423-34B	Do.	7.25 "
3452-51	Do.	7.40 "
Marshall street.		
4278-149 (1)	1st and 2nd quarters, 1910	7.45 A.M.
Mutwal.		
3586-197	3rd quarter, 1909, to 2nd quarter, 1910	7.50 A.M.
Madampitiya.		
1471-239	1st quarter, 1909, to 2nd quarter, 1910	8 A.M.
Modera street.		
3884-167	1st quarter, 1909, to 2nd quarter, 1910	8.5 A.M.
3901-142	1st to 4th quarter, 1909	8.10 "
3948-91 (2)	3rd quarter, 1909, to 2nd quarter, 1910	8.15 "
Vine street.		
3132-204	1st quarter, 1909, to 2nd quarter, 1910	8.25 A.M.
Alutmawata.		
3175-3176/ 160-160 (1)½	3rd quarter, 1909, to 2nd quarter, 1910	8.30 A.M.
Wall's lane.		
2921-13	1st and 2nd quarters, 1910	8.35 A.M.
Galpotta street.		
194-13-13c	1st and 2nd quarters, 1910	8.40 A.M.
Lascoreen street.		
106	1st to 4th quarter, 1909	8.45 A.M.
107-1-7	Do.	8.50 "
Blomendahl.		
1729-10A	3rd quarter, 1909, to 2nd quarter, 1910	8.55 A.M.
Alutmawata.		
2968-312	1st and 2nd quarters, 1910	9 A.M.
St. Joseph's street.		
578-133	1st and 2nd quarters, 1910	9.5 A.M.
Messenger street.		
704-39	1st and 2nd quarters, 1910	9.20 A.M.
725-18	Do.	9.25 "
Wilson's street.		
183-38/39	1st and 2nd quarters, 1910	9.35 A.M.
Galkapanawatta.		
1088-73	3rd quarter, 1909, to 2nd quarter, 1910	9.45 A.M.
1086-75/76	Do.	9.50 "
Ferry street.		
279-42E	1st and 2nd quarters, 1910	9.55 A.M.
277-42C	Do.	10 "

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Tuesday, May 2, 1911.		
Armour street.		
820-32	1st and 2nd quarters, 1910	7.10 A.M.
Belmont street.		
103-34	1st and 2nd quarters, 1910	7.15 A.M.
Date of Sale: Wednesday, May 3, 1911.		
Narahenpitiya road.		
8	2nd quarter, 1910	7 A.M.
10	Do.	7.5 "
17	Do.	7.10 "
18	Do.	7.15 "
25	Do.	7.20 "
28	Do.	7.25 "
32	Do.	7.30 "
35	Do.	7.35 "
41	Do.	7.40 "
43	Do.	7.45 "
Timbirigasyaya road.		
12	2nd quarter, 1910	7.55 A.M.
59	Do.	8 "
125	Do.	8.10 "
Yakbedda road.		
25	2nd quarter, 1910	8.25 A.M.
33	Do.	8.30 "
38	Do.	8.35 "
40	Do.	8.40 "
43	Do.	8.45 "
44	Do.	8.50 "
Cotta road.		
10A	2nd quarter, 1910	8.55 A.M.
10B	Do.	9 "
10C	Do.	9.5 "
Wellawatta.		
59E	3rd quarter, 1909, to 2nd quarter, 1910	9.20 A.M.
136	Do.	9.25 "
Hudson's road.		
4	1st and 2nd quarters, 1910	9.30 A.M.
Albert road.		
4	1st and 2nd quarters, 1910	9.35 A.M.
Muhandiram's road.		
10	3rd quarter, 1909, to 2nd quarter, 1910	9.40 A.M.
40	Do.	9.45 "
41	Do.	9.50 "
Mosque lane.		
26	1st and 2nd quarters, 1910	9.55 A.M.
Bambalapitiya.		
18	1st and 2nd quarters, 1910	10 A.M.
Muhandiram's road.		
16	1st and 2nd quarters, 1910	10.10 A.M.
Wellawatta.		
18B	1st and 2nd quarters, 1910	10.15 A.M.
Muhandiram's road.		
66	3rd quarter, 1909, to 2nd quarter, 1910	10.20 A.M.
Wellawatta.		
59D	3rd quarter, 1906, to 2nd quarter, 1910	10.25 A.M.
Ward place.		
56	1st and 2nd quarters, 1910	10.30 A.M.
Date of Sale: Monday, May 1, 1911.		
Fish market square.		
129-12	1st quarter, 1909, to 2nd quarter, 1910	2 P.M.
128-13	3rd quarter, 1909, to 2nd quarter, 1910	2.5 "
127-14	1st quarter, 1909, to 2nd quarter, 1910	2.10 "
126-15	3rd quarter, 1909, to 2nd quarter, 1910	2.15 "
125-16	Do.	2.20 "
124-17	Do.	2.25 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	St. John's road.			Date of Sale: Tuesday, May 2, 1911.	
111-42	1st and 2nd quarters, 1910	2.40 A.M.		Dias place.	
821-46	Wolfendahl street.		11-11	3rd quarrs, 1910.	4.35 P.M.
	Gintumpitiya street.		139-15	Do.	2
578/579-36/37	1st and 2nd quarters, 1910	2.55 P.M.	140-15-15 (2)	Do.	2.5
	New Chetty street.		141-15 (6)	Do.	2.40
1040-24	3rd quarter, 1909, to 2nd quarter, 1910	3 P.M.	142-15 (7)	Do.	2.15
1038-26	2nd quarter, 1910	3.5	143.15 (8)	Do.	2.20
1027-36	Do.	3.10	144-15 (9)	Do.	2.25
	Barber street.		177-21 (1) to 21 (2)	Do.	2.30
1189-11	4th quarter, 1909, to 2nd quarter, 1910	3.15 P.M.	180/181-23-23 (1)	Do.	2.35
	New Moor street.		182-24 (1)	Do.	2.40
1319-44	1st and 2nd quarters, 1910	3.20 P.M.	183-24 (2)	Do.	2.45
	Brass founder street.		184-24 (3)	Do.	2.50
525-41	2nd quarter, 1910	3.30 P.M.	185-24 (4)	Do.	2.55
	Dias place.		186-25 (5)	Do.	3
71-34A	3rd and 4th quarters, 1910	3.50 P.M.	187-24 (6)	Do.	3.5
73-27A	Do.	3.55	188-24 (7)	Do.	3.10
82-27B	Do.	4	189-24 (8)	Do.	3.15
83-27C	Do.	4.5	190-24 (9)	Do.	3.20
86-29 (1)	Do.	4.10		Dhobies' lane.	
87-30	Do.	4.15	191-1	3rd and 4th quarters, 1910	3.25 P.M.
92-32	Do.	4.20	192-1 (1)	Do.	3.30
94-34	Do.	4.25	193-1 (2)	Do.	3.35
95-36	4th quarter, 1910	4.30	211-14	Do.	3.50
			212/216-15/18	Do.	3.55

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

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
2521-44A	Darley road	February 20, 1911.	April 24, 1911
2841, 2842,			
2843, 2845	Third Division, Maradana, 56, 57A, 58	February 18, 1911.	do.
909-235	Nagalagam street	December 20, 1911.	do.

The Municipal Office,
Colombo, April 5, 1911.

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council.

NOTICE is hereby given that the under-mentioned property seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rate due on the premises and for the period mentioned in the annexed schedule will be sold by public auction at this office at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

The Municipal Office,
Colombo, April 5, 1911.

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council.

Schedule.

Date and Time of Sale: Wednesday, April 19, 1911, at 2 P.M.

Premises 11 and 12, Mosque lane.

3rd and 4th quarters, 1910 .. 12 picture frames (with glasses), 1 picture frame (without glass), 1 sofa, 2 deck loungers, 1 chair (jakwood), 1 table (jakwood), 1 double bed, 1 kerosine oil hanging lamp, 1 sewing machine, 1 almirah (with table), 2 round tables (jakwood), 4 chairs (jakwood), 1 deck lounge, 6 picture frames (with glasses), 1 kerosine oil hanging lamp, 2 tables (dealwood), 1 chair (dealwood), 1 deck lounge, 2 picture frames (with glasses), 1 jakwood table (with 2 drawers).

Premises 36/37, Ward place.

1st and 2nd quarters, 1910 .. 1 large mirror, 1 small looking-glass, 5 chairs (jakwood), 1 chair (nedunwood), 2 clothes racks, 11 small pictures, 2 small pictures, 2 large pictures, 1 jakwood washing stand, 1 bench, 2 strops, 3 hair brushes (large), 2 hair brushes (small), 1 soap dish, 1 shaving brush, 4 combs, 4 razors, 1 pair scissors, 1 clipper, 2 hair rosters, 1 nail trimmer, 1 spray, 1 powder box (with puff), 1 piece alum (with tray), 2 basins, 1 pole (painted), 1 stool, 1 hanging lamp, 1 screen, 1 footstool.

THE under-mentioned goods having been left in the Batticaloa Customs warehouses beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction at the Batticaloa Customs premises on Saturday, April 29, 1911, at 12 noon:—

Date.	Vessel.	Marks.	Quantity and Description of Goods.
1910.			
November 12	ss. Lady MacCallum	A E B	1 barrel cement
December 19	Do.	A V	1 case sundries.

H. M. Customs,
Colombo, April 4, 1911.

A. R. SLATER,
for Principal Collector.

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

Vessels.	Date of Clearing	For what Port.	Tea.	Cocoa.	Yrunk	Cinchona	Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut.	Cinnamon.	Cinnamon Oil.	Chironella Oil.	Cardamom.	Bony.	Pumbugo.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapan Wood.	Kital Fibre.	Leer Horns.
			lb.	owt.	lb.	lb.	No.	owt.	owt.	oz.	oz.	lb.	oz.	oz.	lb.	owt.	owt.	owt.	owt.	owt.	owt.	owt.	owt.
COLOMBO.	1911																						
ss. Scharziels	27-3	New York	596737	397							500	5000			880		1226			121			
ss. C. de Eiza Guirro	27-3	Manila	3225	552													613			613			
ss. Alent	27-3	Vladivostok	82588	205				500	3942		500	5700*		28800	56		256			3836			
ss. Kitano Maru	27-3	London	134900	281			38300													120			
ss. Itonus	27-3	Australia	243074	281																120			
ss. Rheinfels	27-3	China	69656	263	12405		58420	2601	5061			79332†			620		4098			813			
ss. Hamm	27-3	Hamburg	17713	767								184†	3000		2715		1852			286			
ss. Cardiganshire	27-3	London	195380	203			38500					5940†			2041					198			
ss. Leicestershire	27-3	London	1106650	203											3000								
ss. Colombo Maru	27-3	Bombay	7908	376			190410								3099		550			200			
ss. City of Manchester	27-3	London	282943																				
GALLE.																							
ss. Bintang	29-3	Penang									525												
ss. Clan Cameron	29-3	London																					

* And Chips 9184.

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

COLOMBO	GALLE	Total
Tuticorin		15,925
Rangoon		10,545
Calcutta		15,419
Poore		2,830
Manulipatam	1654	1654
Karikal	1749	1749
Bombay	8	8
Total	48,130	48,130

TO GALLE { From Calcutta. } Total 40,888
 { From Southern India } Total 21,199

H. M. Customs,
 Colombo, April 4, 1911.

A. R. SLARRE,
 for Principal Collector.

THE under-mentioned goods having been left in the Kochchikade warehouses beyond the time allowed by law, notice is hereby given that unless the same be previously cleared or bonded they will be sold by public auction on Tuesday, April 11, 1911, at 12 noon :—

Date. 1910.		Vessel.	From.	Marks.	Quantity and Description of Goods.
October	24	.. ss. Warwickshire	.. Rangoon	.. Nil	.. 5 bags sweepings
November	7	.. ss. Nowshira	.. Bombay	.. P S in a diamond and P C outside	.. 1 bag paddy
December	1	.. ss. Landaura	.. do.	.. K P L S or E A	.. 1 bag rice
—	—	—	—	.. 169 in a diamond	.. do.
—	—	—	—	.. A S	.. 1 bag bones
December	9	.. ss. Nairung	.. Bombay	.. Nil	.. 1 bag fish manure
December	14	.. ss. Lalpoora	.. do.	.. B M W E, 652	.. 1 bale P. goods
—	—	—	—	.. 58 in a triangle	.. do.
December	20	.. ss. Nadir	.. Bombay	.. 1210 in a triangle and MLP around	.. do.
December	21	.. ss. Nawab	.. Calcutta	.. Nil	.. 4 bags C. C. manure
December	22	.. ss. Fenay Lodge	.. do.	.. Nil	.. 7 bags rice

H. M. Customs,
Colombo, April 3, 1911.

A. R. SLATER,
for Principal Collector.

THE under-mentioned goods having been left in the Ceylon Wharfage Company's Bonded Warehouse No. 1, notice is hereby given that unless the same be previously cleared or re-bonded they will be sold by public auction on Wednesday, April 12, 1911, at 12 noon :—

Date of Landing.	Entry No. and Date.	Vessel.	From.	Marks and Nos.	Quantity and Description of Goods.
July 2, 1910	.. 1,541 of August 16, 1910	.. ss. Sealda	.. Calcutta	.. D M C around a dia- mond and \$ 401	.. 1 case cigarettes

H. M. Customs,
Colombo, March 30, 1911.

A. R. SLATER,
for Principal Collector.

TRADE MARKS NOTICES.

Application No. 538.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of alkalies used in manufactures, photography, or philosophical research, muriate of ammonia, sodium hypochlorite, sodium chlorate, sodium sulphite, sodium bisulphite, sodium hyposulphite, ammonium chloride, ammonium sulphate, ammonium carbonate, ammonium bicarbonate, ammonium nitrate, ammonium sulphocyanide, calcium chloride, calcium carbonate, calcium hypochlorite, calcium sulphite, calcium hyposulphite, calcium bisulphite, calcium sulphate, all the said goods being chemical substances included in Class 1 in the Classification of Goods in the above-mentioned Regulations :—

CRESCENT BRAND.

The essential particular of the Trade Mark is the words "Crescent Brand."

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 539.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of bleaching powder, sequicarbonate of soda for laundry purposes, washing soda, and other preparations for laundry purposes in Class 47 in the Classification of Goods in the above-mentioned Regulations :—

CRESCENT BRAND.

The essential particular of the Trade Mark is the words "Crescent Brand."

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 540.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of bicarbonate of soda for use as food, salt for use as food in Class 42 in the Classification of goods in the above-mentioned Regulations:—

CRESCENT BRAND.

The essential particular of the Trade Mark is the words "Crescent Brand."

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 541.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of bleaching powder, sequicarbonate of soda for laundry purposes, washing soda, and other preparations for laundry purposes in Class 47 in the Classification of Goods in the above-mentioned Regulations:—

B. M & Co.

The essential particular of the Trade Mark is the distinctive mark.

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 542.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of alkalies used in manufactures, photography, or philosophical research, muriate of ammonia, sodium hypochlorite, sodium chlorate, sodium sulphite, sodium bisulphite, sodium hyposulphite, ammonium chloride, ammonium sulphate, ammonium carbonate, ammonium bicarbonate, ammonium nitrate, ammonium sulphocyanide, calcium chloride, calcium carbonate, calcium hypochlorite, calcium sulphite, calcium hyposulphite, calcium bisulphite, calcium sulphate, all the said goods being chemical substances included in Class 1 in the Classification of Goods in the above-mentioned Regulations:—

B. M & Co.

The essential particular of the Trade Mark is the distinctive mark.

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 543.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Messrs. Brunner, Mond & Co., Limited, of Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof in respect of bicarbonate of soda for use as food, salt for use as food in Class 42, in the Classification of Goods in the above-mentioned Regulations:—

B. M & Co.

The essential particular of the Trade Mark is the distinctive mark.

The Trade Mark is declared to have been in continuous use in the business of the Company since some years previous to 1888.

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 561.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of C. J. Van Houten & Zoon, of Weesp, Holland, Manufacturers, who claim to be the proprietors thereof in respect of cacao, chocolate, and any manufacture of cacao in Class 42 in the Classification of Goods in the above-mentioned Regulations:—

ROVA

Registrar-General's Office,
Colombo, April 5, 1911.

P. ARUNACHALAM,
Registrar-General.

ROAD COMMITTEE NOTICES.

Malwala Ferry-Wewelwatta Factory Estate Road.

NOTICE is hereby given that under the provisions of the Estates Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee in respect of the above road will be held at the Hapugastenna Factory on Friday, April 28, 1911, at 2 P.M.

Business.

1. To elect a Member in place of Mr. J. L. Grierson who has left Galboda estate.
2. To assess all estates interested in the upkeep of the above road for the year 1911.
3. To discuss any other business that may be brought before the Committee.

Hapugastenna Group.
March 30, 1911.

GEORGE BROWN,
Chairman, Local Committee.

NOTICE TO MARINERS.

ON and after April 15, 1911, an electrically-actuated time-ball, situated on the Pilot Tower, will be substituted for the existing semaphore arm worked by hand.

2. From this date the semaphore arm will be discontinued.

3. The time-ball will be hoisted daily at 8h. 55m. 0s. A.M. and 3h. 55m. 0s. P.M., and dropped at 9 A.M. local mean time corresponding to 3h. 30m. 0s. A.M. Greenwich mean time, and at 4 P.M. local mean time corresponding to 10h. 30m. 0s. A.M. Greenwich mean time.

4. The mean time at a place in Ceylon is zone time 5h. 30m. 0s. east of Greenwich.

5. In the event of a failure of electric current, a green flag will be hoisted at the masthead, and the time-ball dropped one hour later.

6. Should a ship desire to make a comparison at any other time, arrangements can be made by application to the Master Attendant.

7. On Sundays and public holidays the time-ball will be dropped at 9 A.M. local mean time only.

Master Attendant's Office,
Colombo, April 3, 1911.

JOHN A. LEGGE,
Master Attendant.