



Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF PLÂTÉ, LIMITED.

1. The name of the Company is "PLÂTÉ, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
 - (a) To purchase and take over as going concerns the following businesses, viz., (1) the businesses now carried on at Colombo and Nuwara Eliya, in the Island of Ceylon, under the style or firm of "Plâté and Company"; (2) the business now carried on at Colombo under the style or firm of "The Colonial Photographic Company"; (3) the business now carried on at Colombo under the style and firm of "The Keyzer Street, Studio"; and (4) the business now carried on at Galle under the style and firm of "The Keyzer Street, Studio," and the property thereof respectively and all or any of the assets and liabilities of the proprietors of the said respective businesses in connection therewith.
 - (b) To carry on in the Island of Ceylon and elsewhere all or any of the following businesses, that is to say: photographers, photographic dealers, stationers, printers, lithographers, stereotypers, electro-typers, photographic printers, engravers, die sinkers, advertising agents, designers, house decorators, upholsterers, draughtsmen, book sellers, publishers; cabinet makers, furniture removers, contractors, warehousemen, carriers, store and warehouse keepers, picture frame makers, land, estate, and house agents; dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing, or any of them, or connected therewith; manufacturers and importers and wholesale and retail dealers of and in hardware, plated goods, jewellery, leather goods, household furniture, ironmongery, turnery and other household fittings or utensils, ornaments, fancy goods, cloth, linen, and silk goods; millinery, hosiery, and haberdashery; dealers in oilman stores, wines and spirits, provisions, drugs, chemicals and other articles, and commodities of personal and household use and consumption, and generally of and in all manufactured goods, materials, provisions, and produce.
 - (c) To purchase or by other means acquire and protect, prolong, and renew, whether in Ceylon or elsewhere, any trade marks, patent right, licenses, protections, and concessions which may appear likely to be advantageous to the Company.
 - (d) To carry on the business of agents for steamship companies, insurance companies, and for such other companies or concerns as the Directors may consider desirable.
 - (e) To purchase, acquire, engage, extend, and carry on any other business or concern which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

- (f) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, managers, clerks, coolies, and other labourers and servants, 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.
- (g) To establish in Ceylon or elsewhere branch establishments, and or agencies for carrying on or developing the business of the Company or any part thereof.
- (h) To altar, adapt, and improve as their business may seem to the Company to require any buildings leased, rented, or acquired by them.
- (i) To acquire, purchase, or take on lease any lands or buildings or both in the Island of Ceylon or elsewhere, and to erect and construct on such lands such buildings as the Company may think fit.
- (j) To sell or lease any lands, buildings, hereditaments, property, or rights belonging to the Company, or to mortgage the same and to sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit.
- (k) To burrow or raise money for all or any of the purposes of the Company in such manner as the Company may think fit, and in particular upon mortgage of any property of the Company, or by the issue of debentures, or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital, or upon the bonds, bills, notes, or other security of the Company.
- (l) To sell, exchange, improve, manage, develop, lease, underlease, mortgage, dispose of, otherwise deal with all or any part of the property 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (q) 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.
- (r) 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.
- (s) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (t) To lend money on any terms and in any manner and on any security, without any security at all, and generally to transact financial business of any kind.
- (u) 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.
- (v) 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.
- (w) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid for such purpose.
- (x) To accept consideration for any lands and real and personal, immovable and movable, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person, or partly in one of these modes and partly in another or in any other kind or mode whatsoever.
- (y) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Twenty thousand (20,000) Ordinary shares of Rs. 10 each, and Twenty thousand (20,000) Preference shares of Rs. 10 each, with power to increase or reduce the capital. The said Preference shares shall confer the right to a fixed cumulative preferential dividend, at the rate of six per centum per annum on the capital for the time being paid up thereon respectively, and shall rank in a winding up both as regards capital and as regards dividend (whether declared or not up to the commencement of the winding up) in priority to all other shares in the capital of the Company, but shall not confer any further right to participate in profits or surplus assets. They shall also confer on the holders thereof the same right of voting at any meeting of the Company as the ordinary shares of the Company.

The shares forming the capital (original, increased, or reduced) of the Company may subject and without prejudice to the proviso next hereinafter contained 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. Provided always that the rights hereby attached to the said Preference shares may be modified in accordance with clause 50 of the accompanying Articles of Association, but not otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
H. H. HEINEMANN, Colombo	One
H. WULFF, Colombo	One
S. N. WILLIAMS, Colombo	One
E. J. HAYWARD, Colombo	One
FRED. W. GAY, Colombo	One
C. W. THOMPSON, Colombo	One
Witness to the signatures of H. H. HEINEMANN, H. WULFF, S. N. WILLIAMS, E. J. HAYWARD, FRED. W. GAY, and C. W. THOMPSON, at Colombo, this 1st day of July, 1913 :	
FRED. DE SARAM, Proctor, Supreme Court, Colombo, Ceylon.	
CLARA PLÂTÉ, Nuwara Eliya	One
Witness to the signature of Clara Plâté, at Nuwara Eliya, this 2nd day of July, 1913 :	
EVA GRÜTTER, Nuwara Eliya.	
Total Shares taken ..	Seven

ARTICLES OF ASSOCIATION OF PLÂTÉ, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "Plâté, 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, 1861-1909," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Twenty thousand (20,000) Ordinary shares of Rs. 10 each, and Twenty thousand (20,000) Preference shares of Rs. 10 each. The said Preference shares shall confer the right to a fixed cumulative preferential dividend, at the rate of six per centum per annum on the capital for the time being paid up thereon respectively, and shall rank in a winding up both as regards capital and as regards dividend (whether declared or not up to the commencement of the winding up) in priority to all other shares in the capital of the Company, but shall not confer any further right to participate in profit or surplus assets.

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

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

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

SHARES.

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

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

10. 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 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 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.

11. 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 lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

12. 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 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 then being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clauses 35 and 36 to become a Shareholder in respect of any share.

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

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

20. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and 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.

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 and from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon, not exceeding, however, six per centum per annum.

TRANSFER OF SHARES.

27. Subject to the restriction of these Articles, and to the provisos next hereinafter following, any Shareholder may transfer all or any of his shares by instrument in writing, provided that any Shareholder desiring to transfer all or any of his shares shall first offer such share or shares to the Directors. Such offer shall be made by notice in writing to the Directors specifying the number of shares which such Shareholder is desirous of transferring, the price at which he is willing to transfer the same; and limiting a time (not less in any case than six weeks) within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the Directors that the offer has not been accepted such Shareholder may then transfer such shares to any person. Provided further that in the event of the Directors declining to purchase any shares offered to them under the preceding proviso, such Shareholder shall not be entitled to sell them to any person as provided in the preceding proviso for a price less than that at which he offered such shares to the Directors.

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the share, 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 upon, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

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

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

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

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

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

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

43. A certificate in writing under the hand of one of the Directors 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 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 one 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:—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may 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;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article 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 as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

51. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members 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 stock in trade as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings, 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 Rupees Fifteen thousand (Rs. 15,000). 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, stock, bonds or obligations of the Company, charge 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 call 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, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether ordinary or extraordinary. Any such security 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 documents containing such declaration shall, as regards the creditor, be void in the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

GENERAL MEETINGS.

53. 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.

54. 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 may be determined by the Directors.

55. The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other Meetings of the Company shall be called Extraordinary General Meetings.

56. 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 any three Shareholders.

57. 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.

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

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

60. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or in such other manner (if any) as may be prescribed by the Company in General Meeting, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

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

62. 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.

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

64. 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, 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, it shall be adjourned *sine die*.

65. 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.

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

67. 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.

68. 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.

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

70. If at any meeting a poll be demanded by some Shareholder present at the meeting in person or by proxy 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 vote 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.

71. 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.

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

73. On a show of hands, every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him, but no resolution involving the sale of the Company's property, whether immovable or otherwise, or the winding up of the Company, or the amalgamation of the Company with any other company or companies, 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.

74. 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.

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

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

77. 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.

78. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorized and any person not being a Shareholder in the Company may be appointed a proxy.

79. 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 :—

Platé, 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 _____.

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding shares in the Company of the total nominal value of at least Five thousand rupees (Rs. 5,000) 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.

83. The first Directors shall be Mrs. Clara Platé, Mr. H. H. Heinemann, Mr. E. J. Hayward, and Mr. F. W. Gay, of whom Mrs. Clara Platé and Mrs. H. H. Heinemann shall, so long as they are able and willing to work in Ceylon, and are residents in Ceylon, and shall each hold shares in the Company of the nominal value of not less than Rs. 50,000, be Directors of the Company. The said E. J. Hayward and F. W. Gay shall hold office till the First Ordinary General Meeting of the Company, when both of them shall retire, but shall be eligible for re-election. The said H. H. Heinemann shall, as long as he is a Director, be the Managing Director. As remuneration for their services, every Managing Director while resident in Ceylon shall be entitled to appropriate a sum of Rs. 1,500, and each of the Directors, while resident in Ceylon, a sum of Rs. 750 per annum. The Company in General Meeting may at any time alter the amount of such remuneration.

ROTATION OF DIRECTORS.

84. Subject to the provision of clause 83 at the Second Ordinary General Meeting of the Company and at the Ordinary General Meeting in every subsequent year one of the Directors shall retire from office as provided in clause 88.

85. Subject to the provision of clause 83 the Directors to retire from office at the Second 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.

86. 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.

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

88. 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.

89. 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 as the vacating Director would have retained the same if no vacancy had occurred.

90. Subject to the provision of clause 83 a General Meeting may from time to time at any time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

91. 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.

92. 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.

93. Subject to the provision of clause 83 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.

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

any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious 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.

95. 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.

96. The office of the Director shall be vacated—

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold the required number of shares to qualify him for the office.

But 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.

97. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, 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, referred to in Clause 3 of the Memorandum of Association, and in and about the valuation, purchase, lease, or acquisition of the said businesses and any other business or property and otherwise in or about the working and business of the Company.

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

99. 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.

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

101. 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.

102. The seal of the Company shall not be affixed to any instrument (save as hereinafter provided) except in the presence of one or more Directors who shall attest the sealing thereof.

103. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.

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

PROCEEDINGS OF DIRECTORS.

105. 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 think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.
106. A Director may at any time summon a meeting of Directors.
107. 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.
108. 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.
109. 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.
110. 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.
111. 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.
112. A resolution in writing signed by a majority of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
113. 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.
- (8) Of the use of the seal of the Company.

114. 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.

115. 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, 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.

116. 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.

117. 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.

118. 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.

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

120. 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.

121. 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.

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

AUDIT.

123. 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.

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

125. 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.

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

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

128. 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.

129. 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.

130. 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.

131. 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, or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

132. 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 reserve fund, and may invest the same in such securities as they may select, or shall place the same in fixed deposit in any bank or banks.

133. 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.

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

135. 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.

136. 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.

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

138. 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.

139. 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.

NOTICES.

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

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

142. 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.

143. 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.

144. 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.

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

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; and if he shall not have named and registered such an address, he shall not be entitled to any notice.

ARBITRATION.

145. 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 Directors to arbitration.

EVIDENCE.

146. 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.

147. 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 that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, 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 subject to the conditions attached to preference shares (if any) be divided among the Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

148. 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 trust 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 the places and on the days and dates hereinafter written.

H. H. HEINEMANN.

H. WULF.

S. N. WILLIAMS.

○ E. J. HAYWARD.

FRED. W. GAY.

C. W. THOMPSON.

Witness to the above signatures, at Colombo, this 1st day of July, 1913:

FRED. DE SARAM,
Proctor, Supreme Court, Colombo, Ceylon.

CLARA PLÂTÉ.

Witness to the signature of Clara Plâté, at Nuwara Eliya, this 2nd day of July, 1913:

EVA GRÜTTER, Nuwara Eliya.

The Horton Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Wednesday, August 13, 1913, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended June 30, 1913.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact any other business duly brought before the Meeting.

By order of the Directors,

Colombo, July 30, 1913. WHITTALL & Co.,
Agents and Secretaries.

The Uplands Tea Estates of Ceylon, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, August 15, 1913, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended June 30, 1913.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business duly brought before the Meeting.

The Transfer Books of the Company will be closed from August 7 to 15, 1913, both days inclusive.

By order of the Directors,

Colombo, July 30, 1913. WHITTALL & Co.,
Agents and Secretaries.

The Hatbaw Rubber Company, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, August 15, 1913, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the year ended June 30, 1913.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business duly brought before the Meeting.

The Transfer Books of the Company will be closed from August 7 to 15, 1913, both days inclusive.

By order of the Directors,

Colombo, July 30, 1913. WHITTALL & Co.,
Agents and Secretaries.

The Glunes Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, August 16, 1913, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended June 30, 1913.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business duly brought before the Meeting.

The Transfer Books of the Company will be closed from August 2 to 16, 1913, both days inclusive.

By order of the Directors,

Colombo, July 30, 1913. WHITTALL & Co.,
Agents and Secretaries.

The Ceylon Estate Purchase and Development Company Limited (in Liquidation).

NOTICE is hereby given that, at an Extraordinary General Meeting of Shareholders of the above-named Company, duly convened and held at the office of the Liquidator, No. 3, Queen street, Colombo, on Tuesday, July 29, 1913, at 11 A.M., the following resolutions were unanimously passed, viz. :—

- (a) "That the report of the Liquidator and the accounts of the liquidation, as printed and circulated, be adopted."
- (b) "That, in the opinion of this Meeting, the affairs of the Company have been fairly wound up."

Colombo, July 29, 1913. H. D. THORNTON,
Liquidator.

The Colombo Hotels Company, Limited.

NOTICE is hereby given that the Half-Yearly Meeting of the Company will be held in the Grand Oriental Hotel, Colombo, on Thursday, August 14, 1913, at 12 noon.

Business.

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

The Transfer Books of the Company will be closed from August 7 to 14, both days inclusive.

By order of the Directors,

Colombo, July 28, 1913. A. DUNCAN,
Secretary.

The Mount Lavinia Hotel Company, Limited.

NOTICE is hereby given that an Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 21, Baillie street, Fort, Colombo, on Friday, August 8, 1913, at noon.

Business.

1. To receive the report of the Directors and accounts for the six months ending June 30, 1913.
2. To declare a dividend.
3. To elect two Directors.
4. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed as from July 25 to August 11 next, inclusive.

By order of the Directors,

Colombo, July 28, 1913. LEWIS BROWN & Co.,
Agents and Secretaries.

Application for Enrolment as an Advocate.

I, Don Baron Jayatilaka, of "Ballater," Castle street, Colombo, presently of Jesus College, Oxford, give notice that, six weeks hence, I shall apply to the Hon. the Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

Jesus College,
Oxford, June 10, 1913. D. B. JAYATILAKA.

Application for Enrolment as a Proctor.

I, Oswald Michael Elibank Georgesz, of Wall street, Kotahena, do hereby give notice that, six weeks hence, I shall apply to the Honourable the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

91A, Wall street,
Kotahena, Colombo. O. M. E. GEORGESZ.

**Statement showing the Importation of Rice into the Ports of Colombo and Galle during the
Week ended July 26, 1913.**

}	TO COLOMBO		Bags.	}	TO GALLE		Bags.
		From Ammapatam ..	593			From Coconada ..	20,776
		Calcutta ..	31,621			Negapatam ..	350
		Coconada ..	1,954				
		Kotepatam ..	206				
		Karachi ..	8,060				
		Karikal ..	300				
		Madras ..	1,340				
		Negapatam ..	448				
		Penang ..	2,863				
		Singapore ..	14,068				
Tuticorin ..	15,152						
Valangaman ..	1,536						
	Total ..	78,141				Total ..	21,126

H. M. Customs,
Colombo, July 28, 1913.

F. G. TYRRELL,
for Principal Collector.

THE under-mentioned goods having been left in the Bonded Warehouse No. 1, Wharf, beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared or re-bonded, they will be sold by public auction on Friday, August 15, 1913, at 1 P.M. :—

Bonding Entry No. and Date.	Importer.	Vessels.	Marks.	Number of Packages and Description of Goods.
2,887 of October 25 ..	Ceylon Wharfage Co., Ltd. ..	ss. Neidenfels ..	F Z upon D and 151 ..	1 case samples of condensed milk
1911.				
2,449 of Jan. 24 ..	do. ..	ss. Clan Macdonald ..	STB in a diamond ..	1 case Black Horse whisky
2,450 of Jan. 24 ..	do. ..	ss. Clan Maclean ..	STB in a diamond ..	24 cases Black Horse whisky
1,820 of April 19 ..	Messrs. A. F. J. Cassie Chetty & Bros. ..	ss. Australien ..	C C & B ..	25 cases B. I. brandy

H. M. Customs,
Colombo, July 24, 1913.

H. C. BURDEN,
for Principal Collector.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 1,283 of August 23, 1912.

John Costa Gonsalves and John Baptista Pinto.—"A muzzle for cattle."

Abstract.—The nature of the invention is described in the claim as follows :—A muzzle for cattle adapted to be easily applied to the face and head of the animal consisting of a frame made of wire or analogous substance constructed substantially as described and illustrated attached to the horns or neck and chin of the animal by a loop of metal, chain or leather straps substantially as described and illustrated and provided with a movable shield or "cutter" hinged to the frame having slotted levers and sliding counterweights therein operated, locked, and constructed substantially as described and illustrated for the purpose of allowing the animal to drink and feed when its head is lowered towards the ground and preventing the animal biting plants and trees when its head is raised, substantially as described.

Two sheets of drawings.

No. 1,351 of June 11, 1913.

William Roderick Gordon Skene.

"A shield or guard for the protection of the trunks of rubber or any other trees from the elements."

Abstract.—The inventor states :—During wet weather tapping operations are interfered with and hampered by water and other substances coming in contact with the tapping area. My invention while in no way interfering with the growth of the tree or the taking of the milk or latex provides a means whereby the tapping area may be protected from such water and other substances. This protection is afforded by an umbrella shaped shield or guard fixed at a convenient height round the trunk of the tree which diverts water and other substances from the trunk and a curtain suspended from the extremities thereof.

The claim is :—

In shields or guards for the protection of the trunks of rubber or any other trees from the elements the combination of the frame substantially as described and illustrated with the funnel shaped canopy and curtains substantially as described.

Two sheets of drawings.

E. HUMAN,
Registrar of Patents.

THE following Specification has been accepted:—

No. 1332 of March 3, 1913.

Edward Lionel Joseph & Ozonair, Ltd.

“Improvements in drying apparatus.”

Abstract:—

The inventors state:—

It is well known that where rubber is grown the hygroscopic conditions of the atmosphere make it very difficult to dry materials expeditiously, and the object of the present invention is to provide apparatus whereby by simple means the air circulated in the drying chamber is to a great extent deprived of its moisture, and so prepared as to effect the drying operation more expeditiously than heretofore.

The apparatus hereinafter described may be used for a great variety of purposes, as for example for the drying of tea and such vegetable products; but we will describe the same more particularly as applied to the drying of rubber.

The invention consists in pumping (with a fan or blower) into the drying chamber air that has been caused to pass first through a vessel in which it meets a spray of a solution of chloride of calcium or other suitable solution capable of absorbing moisture from that air; or there may be blankets saturated with such a solution in that vessel with baffle plates arranged so that the air in its passage to the drying chamber may be caused to come in intimate contact with the absorbent solution and give up its moisture. The apparatus for doing that is the invention claimed.

The claims are:—

(1) The improvements in drying apparatus of the kind described, which consists in the interposition of a vessel in the air circuit wherein is forced a spray of a solution of chloride of calcium for the purpose of extracting the moisture from the air circulating throughout the drying chamber, substantially as described.

(2) In drying apparatus constructed in accordance with the preceding claiming clause hereof, the employment of baffle plates, suspended blankets, or the like, within the vessel so as to ensure intimate contact of the air in circulation with the absorbing material for extracting the moisture from the air preparatory to its discharge into the drying chamber, substantially as described.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

Canceling of Stamps.

ALL stamps sent to the Patent Office in payment of fees or stamp duty, whether attached to a document or sent at the Registrar's request to be attached to a document already filed, must be *cancelled* by the sender by writing on the face of the stamp the name of the sender (or the initials of the firm) and the true date of cancelling.

Colombo, July 28, 1913.

E. HUMAN,
Registrar of Patents.

ROAD COMMITTEE NOTICES.

Election of Member, District Road Committee, Colombo.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of Burgher Member of the District Committee of Colombo for the unexpired term of the years 1913, 1914, and 1915, rendered vacant by the death of Mr. B. O. Dias, are hereby required to signify their intention, in writing, to the Chairman of the Provincial Road Committee at least ten days before the day of election. The election will be held on Monday, August 11, 1913, at 1 P. M., at the Colombo Kachcheri.

Provincial Road Committee, R. G. SAUNDERS,
Colombo, July 25, 1913. Secretary.

Election of Member, District Road Committee, Trincomalee.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of Native Member of the District Committee of Trincomalee for 1913, 1914, and 1915 are hereby required to signify their intention, in writing, to the Chairman of the Provincial Road Committee for the Eastern Province at least ten days before the day of election. The election will be held on Monday, August 11, 1913, at 12 noon, at the Trincomalee Kachcheri.

Provincial Road Committee, N. J. LUDDINGTON,
Batticaloa, July 22, 1913. Secretary.

Madampe-Gonapinuwala Minor Road.

NOTICE is hereby given that the Madampe-Gonapinuwala minor road will be closed to vehicular traffic between the 7th and 8th mileposts for one month from to-day.

Provincial Road Committee's Office, R. B. HELLINGS,
Galle, July 23, 1913. Chairman.

St. Margarets-Kirklees Road.

NOTICE is hereby given that the proposal to construct a road from St. Margarets estate to Kirklees estate having been sanctioned by the Governor, and that a vote being passed by the Legislative Council, a General Meeting of the proprietors or resident managers of the estates will be held, as required by section 11 of the Branch Roads Ordinance, No. 14 of 1896, on Saturday, August 9, 1913, at 10 A.M., at the Allagolla estate bungalow for the purpose of electing a Local Committee of not less than three nor more than five members to perform the duties imposed upon such Committee by the said Ordinance.

Notice is also given that at this meeting the following questions will be considered, viz.:—

- (1) The sections into which the road is to be divided for construction assessment.
- (2) The sections into which the road is to be divided into maintenance assessment.
(For construction assessment length of each section should be half mile. For upkeep assessment length of each section should be one mile. An estate using any portion of a section is liable to be assessed for the whole of that section.)
- (3) The estates which are interested in and will use each section of the road or any part thereof.
- (4) The acreage or reputed acreage of the land belonging to each estate.
- (5) The names of the proprietors, resident managers, or superintendents, and of the agents of the estates.

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

Provincial Road Committee's Office, G. S. SAXTON,
Kandy, July 29, 1913. Chairman.

Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the fifteen months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of the Estates Roads Ordinance, No. 12 of 1902, will, on Saturday, August 9, 1913, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

Government moiety	..	Rs. 2,000.00
Private contributions	..	Rs. 2,687.00

1st to 5th section, 5 miles.

Proprietors or Agents.	Estates.	Acreage.
Consolidated Estates Company	Ellagalla	.. 516

1st to 6th section, 6 miles.

Opalgalla Tea and Rubber Estates Co., Ltd.	.. Opalgalla Group	.. 1,534
A. H. D. Bastian de Silva	.. Kudoya	.. 331

1st to 7th section, 7 miles.

Ankanda Estates Co., Ltd.	.. Altwood	.. 102
Eastern Produce & Estates Co., Ltd.	.. Dromoland, Ewhurst, and Park	.. 503
James Westland	.. Dooroomadella and Moussakanda	.. 1,111
East Matale Co., Ltd.	.. Forest Hill	.. 121
Do.	.. Kensington	.. 325
New Ceylon Plantation Co., Ltd.	Gammaduwa, Caton	1,158
F. S. Mitchell	.. Hinguruwatta	.. 307
F. R. C. Storey	.. Karagahatenna, Galbodde, Dryburgh, and Moncrieff	.. 1,220
O. L. Bellerio	.. Nargalla	.. 490
A. G. S. Speke and N. C. and W. F. C. Rolt	.. Sacombe	.. 97
Heirs of the late Sir J. Grinlinton	Yalam Malai	.. 461
C. L. Bellerio and A. H. Lucas	.. Lynapitiya	.. 340
H. F. C. Horsfall	.. Ambena	.. 288

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

Provincial Road Committee's Office, Kandy, July 22, 1913. G. S. SEXTON, Chairman.

Talatuoya-Kirimettiya Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee for the above road will be held on Saturday, August 9, 1913, at 2 P.M., at Kirimettiya bungalow.

Business.

- To draw up an estimate for the maintenance of the road for the fifteen months ending September 30, 1914.
- To prepare the list of estates to be assessed, acreage of each estate, the sections of the road used by each estate, and the names of the proprietors.
- Any other business of which due notice is given.

Kirimettiya estate, Galaha, July 19, 1913. GEO. KENT DEAKER, Chairman, Local Committee.

Road from Koslanda to Poonagala Factory.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted a moiety for the cost of repairs of damages caused to the said road, the Provincial Road Committee of Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road, thus:—

ROAD FROM KOSLANDA TO POONAGALA FACTORY.

Government moiety	..	Rs. 265.00
Private contributions	..	Rs. 275.60

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

Private contributions, Rs. 100.20—Total acreage, 3,236—

Rate per acre, 3.0964c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	Arnhall	.. 226	.. 7 0
Do.	.. Ampitikanda	.. 291	.. 9 2
G. A. Coombe (Macaldeniya Tea and Rubber Co.)	.. Macaldeniya	.. 703	.. 21 76
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe, Manager	.. Poonagala Group	2,016	.. 62 42
			<hr/>
			100 20

3rd and 4th sections, 3rd and 4th $\frac{1}{2}$ miles.

Private contributions, Rs. 100.20—Total acreage, 3,236—

Rate per acre, 3.0964c.

J. M. Robertson & Co.	Arnhall	.. 226	.. 7 0
Do.	.. Ampitikanda	.. 291	.. 9 2
G. A. Coombe (Macaldeniya Tea and Rubber Co.)	.. Macaldeniya	.. 703	.. 21 76
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe	.. Poonagala Group	2,016	.. 62 42
			<hr/>
			100 20

5th and 6th sections, $\frac{1}{2}$ mile.

Private contributions, Rs. 75.20—Total acreage, 2,719—

Rate per acre, 2.7657c.

G. A. Coombe (Macaldeniya Tea and Rubber Co.)	.. Macaldeniya	.. 703	.. 19 45
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe	.. Poonagala Group	2,016	.. 55 75
			<hr/>
			75 20

ABSTRACT.

	Rs. c.
Arnhall	.. 14 0
Ampitikanda	.. 18 4
Macaldeniya	.. 62 97
Poonagala Group	.. 180 59
	<hr/>
	275 60

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Chairman, Provincial Road Committee, on or before August 31, 1913.

Provincial Road Committee, Badulla, July 17, 1913. E. F. MARSHALL, for Chairman.

Koslanda-Poonagala Branch Road.

NOTICE is hereby given that an application having been made that the provisions of the Branch Roads Ordinance, No. 14 of 1896, be extended to the Koslanda-Poonagala district for the inclusion of the following estates, the Provincial Road Committee, Uva, will on Friday, August 1, 1913, at 1 p. m., proceed to assess the said estates for the improvement, upkeep, and repair of the said road :—

Name of Estate.	Owner.	Acreage.
Hingarawatte	Ramasamy Kangany	60
Ampitatenne	P. A. Agostino Silva	56

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

Provincial Road Committee's Office,
Badulla, July 16, 1913.

F. BARTLETT,
Chairman.

LOCAL BOARD NOTICES.**Notice of Sale, Local Board, Nawalapitiya.**

NOTICE is hereby given that the houses, &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and Water Rate taxes, Nawalapitiya, for the 4th quarter, 1912, will be sold by public auction on August 30, 1913, on the spot at Nawalapitiya at 8 a.m., in conformity with the Local Board Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid. Further particulars can be obtained at the Local Board Office, Nawalapitiya.

Kandy Kachcheri,
July 29, 1913.

C. H. COLLINS,
for Government Agent.

Schedule.

Kotmale road, Nos. 34, 40, 43, 44, 48, 49, 67, 69, 70, 71, 97, 112, 113, 114, 115, 116, 122, 128, 129, 137, 147;
Ambagamuwa road, Nos. 14, 15, 19, 56, 75, 79, 80, 85, 86, 87, 88, 89, 90, 96, 110, 111, 124; Gampola road, Nos. 21, 33, 39, 60, 61; Dolosbage road, Nos. 10, 35, 57, 61, 80, 92; Hill road, Nos. 2, 9, 19, 27; Bailey road, Nos. 3, 7, 18;
Penitidumulla, Nos. 1, 14, 16, 20, 22, 25, 26, 28, and 37.