



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 CARSON AND COMPANY, LIMITED.

1. The name of the Company is "CARSON AND COMPANY, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are—
 - (a) To acquire and carry on as a going concern the business of merchants and commission agents now carried on by Messrs. Carson & Co. at Colombo, Ceylon, and all or any part of the assets and goodwill of that business, and with a view thereto to enter into and carry out, with such modifications as may be agreed upon either before or after execution, the agreement referred to in Article 4 of the Company's Articles of Association.
 - (b) To carry on the business of planters, cultivators, sellers, and dealers in tea, cacao, rubber, gutta percha, and other tropical crops, and to manufacture, dispose of, sell, and deal in products of tea, cacao, rubber, gutta percha, and other tropical crops.
 - (c) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
 - (d) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
 - (e) To seek for and secure openings for the employment of capital in Ceylon and elsewhere in the East, and with a view thereto to prospect, inquire, examine, explore, and test, and to despatch and employ expeditions, commissioners, experts, and other agents.
 - (f) To purchase, take on lease, or otherwise acquire and deal in immovable and movable property of all kinds, and any interests therein, including reversions, mortgages, charges, annuities, patents, licenses, policies, book debts, investments, and claims of every kind.
 - (g) To carry on business as financiers, and to act as financial adviser, and to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.

- (h) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership, or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
- (j) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above businesses or operations, or usually dealt in by persons or companies engaged therein.
- (k) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, telegraphs, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
- (l) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Colonial, or foreign, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
- (m) To carry on any other business or businesses whatsoever and wheresoever which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile, and financial business.
- (n) To promote any other company or companies for the purpose of acquiring or undertaking all or any of the property, assets, and liabilities of this Company, or of advancing directly or indirectly the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (o) To purchase, subscribe for, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, options, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.
- (p) To amalgamate with, or enter into partnership, or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (q) To sell, let on lease, exchange, or dispose of all or any part of the undertaking, property, assets, and rights of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (r) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members in specie or otherwise.
- (s) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (t) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
- (u) To receive money and securities on deposit at interest or otherwise.
- (v) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or charge and (or) by the issue of debentures, debenture stock, or other securities with or without a mortgage or charge upon all or any of the Company's property or assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (w) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, administrator, liquidator, receiver, attorney, or director either gratuitously or otherwise.
- (x) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or other securities of the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (y) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employes or ex-employes of the Company, or its predecessors in business, or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (z) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account or otherwise deal with all or any part of the property, assets, and rights of the Company.
- (aa) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (bb) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.

- (cc) To do all such other things as are incidental to, or connected with, any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Island of Ceylon or elsewhere; and, further, that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to, or inference from, any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The original capital of the Company is Rs. 1,000,000, divided into 19,970 cumulative preference shares of Rs. 50 each, entitled to the preferential payment of dividend and return of capital mentioned in the Articles of Association registered herewith, and 1,500 management shares of Re. 1 each, and each of such management shares is to confer on the holders thereof, rateably and in proportion to the number of said shares held by them respectively, the rights following, that is to say:—

- (1) The right to all the profits or other moneys of the Company available for dividend which it shall from time to time be determined to distribute, and which shall remain in each year after making such provision as the Directors shall think fit for reserve or depreciation and after paying or providing for the payment out of such profits or other moneys (a) of the remuneration payable to the Directors for that year under the Articles of Association of the Company for the time being, (b) of a cumulative preferential dividend at the rate of 7 per cent. per annum on the capital paid up on such of the said preference shares as shall have been issued, and (c) of a dividend for such year at such rate not exceeding 7 per cent. per annum as may be attached to any further shares whether in the original or any increased capital hereafter issued.

- (2) The right to the surplus assets which in a winding up of the Company shall remain after paying off the whole of the Company's paid up capital and any arrears of preference dividend.

The rights, privileges, and advantages attaching to the original capital shall only be varied, altered, or modified in the manner and subject to the conditions mentioned and contained in the Articles of Association registered herewith, and the rights conferred on Walter Shakspeare and Herbert Carless Bibby respectively by Articles 92 to 95 of the said Articles of Association shall not be varied, modified, or altered in any manner without the consent in writing of the said Walter Shakspeare and Herbert Carless Bibby or such one of them as may be affected by such variation, modification, or alteration.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.	
	Preference.	Management.
W. SHAKSPEARE (by his attorney H. C. BIBBY), Colombo ..	One	.. —
H. C. BIBBY, Colombo ..	One	.. —
G. LIONEL COX, Colombo ..	One	.. —
A. WARDEN (by his attorney H. C. BIBBY), Colombo ..	One	.. —
JEAN SHAKSPEARE (by her attorney H. C. BIBBY), Colombo ..	One	.. —
K. M. F. BIBBY (by her attorney H. C. BIBBY), Colombo ..	One	.. —
A. PELLY FRY, Colombo ..	One	.. —
L. DES CLAYES, Colombo ..	One	.. —
W. S. THORNTON, Colombo ..	One	.. —
I. ROBSON, Colombo ..	One	.. —
Total number of Shares taken ..	Ten	—

Witness to the signatures of W. SHAKSPEARE, H. C. BIBBY, G. LIONEL COX, A. WARDEN, JEAN SHAKSPEARE, K. M. F. BIBBY, A. PELLY FRY, L. DES CLAYES, W. S. THORNTON, and I. ROBSON, at Colombo, this 29th day of November, 1913.

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF CARSON AND COMPANY, LIMITED.

It is agreed as follows:—

1. The regulations contained in 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.

INTERPRETATION.

2. In these presents the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:—

Words.	Meanings.
The Company	.. "Carson and Company, Limited," incorporated by or under the Memorandum of Association to which these Articles are attached.
The Ordinance	... "The Joint Stock Companies Ordinance, 1861 to 1909," and every other Ordinance for the time being in force concerning joint stock companies and affecting the Company.

Words.	Meanings.
Special Resolution ..	The meaning assigned thereto by the Ordinance.
Extraordinary Resolution ..	A resolution passed at a separate General Meeting by three-fourths in value of such Shareholders of the Company or of such Shareholders of the class or group affected for the time being entitled to vote as may be present at any such meeting of which notice specifying an intention to propose such resolution has been duly given.
These presents ..	These Articles of Association and the regulations of the Company from time to time in force.
Office ..	The registered office for the time being of the Company.
Register ..	The Register of Members to be kept pursuant to section 19 of "The Joint Stock Companies Ordinance, 1861."
Board ..	The Directors for the time being of the Company,
Seal ..	The common seal of the Company.
Original Capital ..	The capital specified in the Memorandum of Association of the Company.
Month ..	Calendar month.
Auditors ..	The Auditors for the time being of the Company.

"Present personally" or "Present in person" shall wherever used in these presents (except in Articles 67 and 73 hereof) be deemed to include the meaning "present by attorney under the provisions of Article 90 hereof."

"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

Dividend includes bonus.

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

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

3. Subject to the preceding Article, any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

PRELIMINARY AGREEMENT.

4. The Company shall forthwith enter into and carry into effect, with or without modification, an agreement with Messrs. Walter Shakspeare and Herbert Carless Bibby and George Lionel Cox (so far as his estate or interest in the said business and the assets thereof extends) in terms of the draft, a copy whereof has for the purposes of identification been endorsed with the signature of Leslie William Frederick de Saram, a Proctor of the Supreme Court, and the Board shall forthwith carry the same into effect, with full power, nevertheless, from time to time, to agree to any modification of the terms thereof, either before or after the execution thereof. The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications, if any, as aforesaid, and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof, upon the ground that any vendors, agents, or other persons interested therein are to be first Directors of the Company, or as vendors, promoters agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances no independent Board of the Company, and any Directors of the Company who are interested therein shall be respectively entitled to retain and dispose of for their own use all benefits (if any) accruing to them directly or indirectly under or by virtue of the said agreement or of any other agreements in connection therewith, and the said agreement when executed with or without modification shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

BUSINESS.

5. The business of the Company may, subject to the provisions of the Ordinance, be commenced as soon as the Board thinks fit.

6. Subject as aforesaid, any branch or kind of business which by the Memorandum of Association of the Company, or by these presents, is either expressly or by implication authorized to be undertaken by the Company may be undertaken by the Board at such time or times as they shall think fit, and further suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

7. The Board shall not employ the funds of the Company or any part thereof in the purchase of or in loans upon the security of the shares of the Company.

SHARES.

8. The original capital of the Company shall be divided into 19,970 preference shares of Rs. 50 each and 1,500 management shares of Re. 1 each, and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 7 per cent. per annum on the capital for the time being paid up or credited as paid up thereon and the right in a winding up to payment off of capital and arrears of dividend whether declared or undeclared at the commencement of the winding up in priority to the management shares, but shall not confer any further right to participate in profits or assets.

9. The shares taken by the subscribers to the Memorandum of Association and those to be allotted pursuant to the agreement referred to in Article 4 hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting the 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 member to whom such notice is given that he declines to accept the shares offered the Directors may allot or otherwise dispose of the same to such person and upon such terms as they think fit.

10. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

11. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses, or other moneys payable in respect of such share.

12. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and the Company shall not be bound to recognize any trust or any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share or (except only as by these presents otherwise expressly provided or as ordered by a court of competent jurisdiction) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES.

13. Every member shall be entitled to one certificate under the seal of the Company specifying the number and denoting numbers of the shares held by him and the amount paid up thereon, provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. A member requiring more than one certificate in respect of his shares shall pay one rupee or such smaller sum as the Board shall determine for each additional certificate beyond one, together with any stamp duty that may be payable; but this provision shall not apply in the case of the life Directors.

14. If any certificate shall be worn out, destroyed, or lost, it may be renewed on such evidence being produced as the Board shall require, and in case of wearing out on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any), and in either case on payment of such sum not exceeding one rupee for each certificate, together with the amount of any costs and expenses which the Company have incurred in connection with the matter, and generally upon such terms as the Board may from time to time require.

ALTERATION OF RIGHTS.

15. All or any of the rights, privileges, or advantages of the members, or of any class or group of members, may be affected, altered, modified, commuted, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of the members or class or group affected, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the members, or of the class or group effected, or is confirmed by an extraordinary resolution, but not otherwise. To any General Meeting of the members or of a class or group thereof at which any such extraordinary resolution is submitted for confirmation all the provisions of these presents shall *mutatis mutandis* apply, but so that the necessary quorum shall be members or members of the class or group affected, holding or representing by proxy or attorney one-half of the capital paid or credited as paid on the issued shares of the members or of the members of the class or group affected, but this Article is not to derogate from any power the Company would have had if this Article were omitted.

CALLS ON SHARES.

16. The Board may from time to time make such calls upon the members as the Board may think fit in respect of the amounts unpaid on the shares held by the members respectively, and not by the conditions of allotments made payable at fixed times. Provided that fourteen days' notice at least is given of each call, and that no call shall exceed one-fourth of the nominal amount of the share in respect of which it is made, or be payable within two months from the date of the previous call. Any call may be made payable either in one sum or by instalments, and each member upon whom a call is made shall be liable to pay the amount of the call to the person and at the time or times and place appointed by the Board.

17. A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed.

18. Joint-holders of a share shall be jointly and severally liable for the payment of all calls or other moneys in respect thereof.

19. Any sum or premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents shall apply as if such sum, premium, or instalment were a call duly made and notified as hereby provided.

20. If any member shall fail to pay on or before the day appointed for payment thereof any call to which he may have become liable, he shall pay interest on the amount in arrear from the day appointed for payment thereof to the time of actual payment, at such rate, not exceeding 10 per cent. per annum, as the Board may from time to time fix, and in case no other rate be prescribed then at the rate of 10 per cent. per annum; provided, however, that the Board may remit the whole or any part of such interest.

21. No member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member, until all calls or other sums due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any), shall have been paid.

22. The Board may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called up thereon, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 10 per cent. as the member paying such sum in advance, and the Board shall agree upon, but any amount so for the time being paid in advance of calls shall not be included or taken into account in ascertaining the amount of the dividend payable upon the share in respect of which such advance has been made.

FORFEITURE AND LIEN.

23. If any member fail to pay the whole or any part of any call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or any part thereof, or any interest which shall have accrued thereon remains unpaid, serve a notice on him requiring him to pay such call or interest, as the case may be, or such part thereof respectively as remains unpaid, together with interest on the unpaid call at such rate not exceeding 10 per cent. per annum as they think fit, from the date when the call became payable, and any expenses that may have accrued by reason of such non-payment.

24. The notice shall name a day, not being less than fourteen days from the date of the notice, on or before which the call and interest, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place at which payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

25. If the requisitions if any such notice as aforesaid are not complied with any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all unpaid dividends, interim dividends, and interest due and to become due thereon and any moneys paid up in advance of calls.

26. Where any person entitled to a share by transmission, and not having elected according to these presents either to be registered himself as the holder thereof, or to have his nominee (approved as provided in Article 54 hereof) registered, fails so to elect for twelve months after being thereunto required by notice from the Board, such share may, at any time after the expiration of that period, be forfeited by a resolution of the Board to that effect.

27. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture, with the date thereof, shall forthwith be made in the register opposite the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

28. Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they shall think fit.

29. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or sold, or re-allotted, or otherwise disposed of by the Board, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person upon such terms and in such manner as the Board shall think fit.

30. A member or person entitled as aforesaid whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made or payable and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, and all expenses in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company, might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

31. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the member or person entitled as aforesaid whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Ordinance given or imposed in the case of past members.

32. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made and other moneys payable prior to such purchase or allotment.

33. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein given, the Board may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

34. The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities, and engagements solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 12 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

35. For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and notice in writing stating the amount due and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made for seven clear days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, and engagements aforesaid, and the residue (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares.

TRANSFER OF SHARES.

36. Shares in the Company may be transferred by transfer in the usual common form. The instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof.

37. Every instrument of transfer shall be left at the office or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred, and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the instrument of transfer and certificate shall remain in the custody of the Board, but shall be at all reasonable times produced at the request and expense of the transferor or transferee, and their respective representatives or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same, and when necessary a balance certificate shall be delivered to the transferor. A fee not exceeding one rupee may be charged for each transfer.

38. The person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the Auditors in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

39. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company as aforesaid shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined by extraordinary resolution of the Company the shares specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the life Directors they shall rank for acceptance *pari passu* in proportion to the shares held by them respectively, and so that if any shares cannot be so apportioned, such shares shall be offered to them in order determined by lot, and the life Directors shall cause lots to be drawn accordingly. Any shares not taken up by the life Directors within ninety days shall be offered by the Company to any person selected by the life Directors whom they may deem it desirable in the interests of the Company to admit to membership. Subject as aforesaid the shares shall be offered by the Company to the members other than the proposing transferor as nearly as may be in proportion to the existing shares held by them respectively. The offer whether to a person selected as aforesaid or to a member shall in each case limit the time (not exceeding ninety days) within which the same, if not accepted, will be deemed to be declined, and may notify to the members that any member who desires an allotment

of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions, the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings, the same shall be offered to the members or some of them in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

40. If the Company shall within the time limited as aforesaid or within 180 days after being served with the transfer notice find a member or person selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member"), and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

41. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditors shall, on the application of either party, certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered as acting as experts and not as arbitrators.

42. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

43. If the Company shall not, within the time limited as aforesaid, or within 180 days after being served with the transfer notice, find a member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within ninety days afterwards be at liberty, to sell and transfer the shares (or those not placed) to any person and at any price.

44. Any share may be transferred by a life Director to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or wife of the Director, and any share of a deceased life Director may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or widow of such deceased Director (to whom such deceased Director may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of any deceased life Director may be transferred upon any change of trustees to the trustees for the time being of such will.

45. The Directors may refuse to register any transfer of shares (a) where the Company has a lien on the shares, or (b) where the Directors are not of an opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to Article 44 hereof.

46. The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this Article subjoined), and unless within fourteen days afterwards the holder shall give to the Company a transfer notice in respect of his shares in accordance with Article 38 hereof he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value for the purposes of this Article, any person entitled under Article 53 or otherwise to transfer shall be deemed the holder of such share.

47. In the event of the death of a life Director or an ordinary Director, the surviving life Directors or life Director, and in the event of the death of both the life Directors, then the ordinary Directors for the time being may at any time within four years thereafter serve the Company with a requisition to enforce the transfer to them in proportion to the existing shares held by them respectively of any shares standing in the name of such deceased life Director or ordinary Director or transferred by a life Director under Article 44, and the provisions of Article 46 as to giving notice and other relevant provisions of that Article shall apply to every such requisition, save that ninety days shall be substituted for fourteen days, and that the purchasing member or members may at his or their option postpone completion of the purchase as to one-half of the shares for any period not exceeding two years from the date when the transfer notice shall be deemed to have been given as aforesaid, in which case all dividends payable in respect of that half of the shares down to the date of actual completion of the purchase shall belong to be retained by the vendor.

48. No member of the Company shall, without the consent in writing of all the members for the time being of the Company, be interested as a shareholder, director, partner, manager, or otherwise in any concern carrying on any business in competition with the Company or having interests opposed to those of the Company, and if it shall be proved to the satisfaction of the Directors that any member has committed a breach of this Article, they may serve him with a notice in writing requiring him to retire from or otherwise determine his interest in such concern, and stating that in the event of non-compliance with such requisition within twenty-eight days his shares shall be liable to forfeiture, and unless within twenty-eight days after the service of such notice it shall be proved to the satisfaction of the Directors that the requisition has not been complied with the whole or any of the shares of such member may be forfeited by resolution of the Directors to that effect.

49. A member of the Company shall not without the Company's consent, either solely or jointly with, or as director, manager, or agent of or for, any other company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested as a shareholder or otherwise in any business which the Company is authorized to carry on, and the Directors may, by resolution, forfeit, without prejudice to the provisions of Article 30, the shares of any member who acts in contravention of this provision.

50. A person who ceases to be a member of the Company shall not at any time within five years, to be computed from the time when he so ceases to be a member, either solely or jointly with, or as director, manager, or agent of or for, any other company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested in the business of a merchant, produce broker, or commission agent in the Island of Ceylon or permit or suffer his name to be used or employed in, carry on, or in connection with any such business.

51. The Company shall provide a register of transfers, which shall be kept by the Secretary under the control of the Board, and in which shall be entered the particulars of every transfer or transmission of every share.

52. The register may be closed during such time as the Board think fit, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

53. In the case of the death of a member, the survivors or survivor, where the deceased was a joint-holder, and the executors or administrators of the deceased, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

54. The Directors may call on the executors or administrators of a deceased member to transfer the shares of the deceased to some person to be selected by such executors or administrators and approved by the life Directors or Director or (if both the life Directors be dead) by the ordinary Directors, and if the executors or administrators do not comply forthwith with such call, they shall be deemed to have served the Company with a transfer notice under Article 38 and to

have specified therein a sum equal to the amount paid up on the shares as the fair value, and the provisions of that and the subsequent Articles shall take effect.

55. A person entitled to a share in consequence of the death or bankruptcy of a member shall not be entitled to receive notice of, or to attend or vote at, meetings of the Company, or to receive payment of any dividends, or to exercise any of the rights and privileges of a member, unless and until he shall have been registered as the holder of the shares.

ALTERATION OF CAPITAL.

56. The Company, by resolution in General Meeting, may from time to time increase its capital by the creation of new shares to such an extent, and of such nominal amounts as may by such resolution be determined.

57. The new shares shall, subject to the provisions of Article 15 hereof and to the rights attached to any class of shares by the Memorandum of Association of the Company, be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the Company, or in default the Board, shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company and with a special or without any right of voting.

58. The Company or the Board may, before the issue of any new shares, determine that the same or any of them shall be offered in the first instance, and either at par or at a premium, to all the then members or any class or group thereof in proportion to the amount of capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the original preference capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

59. The Company may from time to time by special resolution reduce its capital, by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares, or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise, and paid-up capital may be paid off or cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount, and the Company may also by special resolution subdivide, or by ordinary resolution consolidate, its shares or any of them.

60. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Ordinances so far as they shall be applicable, and so far as they shall not be applicable in accordance with the terms of the resolution authorizing the same, and so far as such resolution shall not be applicable in such manner as the Board may deem most expedient.

61. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other.

GENERAL MEETINGS.

62. The first General Meeting of the Company shall be held at such time (not being more than twelve months after the registration of the Company) and at such place as the Board may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Board may determine.

63. The above-mentioned General Meetings shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

64. All General Meetings subsequent to the first General Meetings shall be held at such time and place as may be fixed by General Meeting, or in default as the Board may determine. Any General Meeting convened by the Board, unless the time thereof shall have been fixed by General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is hereinafter mentioned, may be postponed by the Board by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

65. The Board may, whenever they think fit, and shall, on the requisition of the holders of not less than one-tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting.

66. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more of the requisitionists.

67. If the Board do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit. Provided always that the quorum for passing a resolution at any meeting so convened shall not be or be deemed sufficient unless one at least of the life Directors shall be present in person at any such meeting or meetings. Nevertheless the life Directors or either of them shall be at liberty by notice in writing to the Company signed by them or either of them to declare that they or he waives the benefit of the above provision, and such notice shall be effectual accordingly.

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

69. Any meeting convened by requisitionists as aforesaid shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.

NOTICE OF MEETINGS.

70. Seven days' notice, specifying the time and place of a meeting, and specifying also in the case of any special business the general nature of the business to be transacted thereat, shall be given by the Secretary, or other officer of the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company, provided that with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

71. The accidental omission to give notice of any meeting to, or the non-receipt of such notice by any member, shall not invalidate any resolution passed or proceeding had at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

72. The ordinary business of the Annual General Meeting shall be to receive and consider the profit and loss account (if any), the balance sheet of the Company, the reports of the Board and Auditors, to elect Directors, Auditors, and other officers in the place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction or declare dividends, and to transact any business which under these presents ought to be transacted at an Ordinary General Meeting. All other business shall be deemed special, and shall be subject to notice as is hereinbefore provided.

73. Subject to the provisions of Article 67 so far as the same is applicable two members present in person, and entitled to vote thereat, shall be a quorum for a General Meeting; and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

74. If within one-half of an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members as hereinbefore provided, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week, at same time and place, and no notice of such adjournment need be given.

75. The Chairman of the Board, if any, shall preside as Chairman at every meeting of the Company; but if there be no such Chairman, or if he be not present within ten minutes after the time appointed for holding the meeting, or shall decline to take, or shall retire from the chair, the members present in person and entitled to vote shall choose one of the Directors, and failing a Director one of their own number to be Chairman at such meeting.

76. The Chairman presiding at any meeting with the consent of the meeting may, and if directed by the meeting shall, adjourn such meeting from time to time and from place to place as the meeting shall determine. It shall not be necessary to give notice to the members of any adjourned meeting.

77. At any adjourned General Meeting the members present in person or by proxy shall have power to decide upon all matters that could lawfully have been disposed of at the meeting from which the adjournment took place; but no business shall be transacted at any adjourned meeting other than the business not disposed of at the meeting from which the adjournment took place.

78. Every question submitted to a General Meeting shall be determined in the first instance by a show of hands of the members present in person, but a poll may be demanded in writing by the Chairman or any member present in person or by proxy and entitled to vote. Unless a poll is duly demanded in accordance with these presents a declaration by the Chairman that a resolution has been carried or lost or has or has not been carried by any particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact, without proof of the number, proportion, or validity of the votes recorded in favour of or against such resolution.

79. If a poll is demanded, it shall be taken either at once or after an adjournment, and generally in such manner and at such time and place as the Chairman presiding at the meeting at which a poll shall have been demanded shall direct, and the result of such poll shall be deemed the resolution of the meeting. The demand for a poll may be withdrawn.

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

81. If a poll shall be duly demanded upon the election of a Chairman or on any question of adjournment, it shall be taken at once.

82. In case of an equality of votes, either on a show of hands or at a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall have a second or casting vote.

VOTES OF MEMBERS.

83. On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every preference share and one vote for every management share held by him. Where a corporation being a member is present by a duly authorized representative who is not a member, such representative shall be entitled to exercise the same powers on behalf of such corporation as if he were an individual member of the Company.

84. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy that one of the said persons so present in person or by proxy whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof.

85. Any member being lunatic, idiot, or of unsound mind, may vote by his judicial factor *curator bonis*, or other legal guardian. Any one of such persons may vote either personally or by proxy.

86. Upon a poll votes may be given either personally or by proxy, but no person shall be appointed a proxy except a member entitled to vote at the General Meeting for which the proxy is given, provided that a life Director may appoint a person who is not a member as proxy.

87. Every instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing under the hand of the appointor or of his attorney; or if such appointor is a corporation, under the common seal, or under the hand of some officer duly authorized in writing in that behalf.

88. The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

89. Every instrument of proxy, whether for a Special Meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

I _____, of _____, being a member of Carson and Company, Limited, hereby appoint _____ of _____, or failing him _____, of _____, or failing him _____, of _____ as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company, to be held on the _____ day of _____ and at any adjournment thereof. As witness my hand this _____ day of _____.

90. Any member whose address on the Register shall not be in the Island of Ceylon shall be entitled to appoint by power of attorney some person, whether a member or not, having an address within the said Island to act as his attorney for the purposes of receiving notices of General Meetings, and attending General Meetings, and voting thereat and upon such power of attorney being deposited with the Secretary of the Company, together with a notice from the attorney, giving his address in the said Island an entry thereof shall be made in the Register, and all notices of meetings held during the continuance of such power of attorney shall be served upon the attorney thereby appointed as if such attorney were a member of the Company and the registered owner of the shares, and all notices except where otherwise herein expressly provided, shall be deemed duly served if served upon such attorney in accordance with these presents, and the attorney shall be entitled to attend any General Meeting of the Company held during the continuance of his appointment, and to vote thereat in respect of the shares of the member appointing him, such vote to be exercised either personally or by proxy appointed by the attorney in accordance with these presents. Every such power shall remain in full force, notwithstanding the death of, or its revocation by other means by the grantor, unless and until express notice in writing of such death or revocation shall have been given to the Company.

DIRECTORS.

91. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than seven.

92. The said Walter Shakspeare and Herbert Carless Bibby (who are herein referred to as "the life Directors") and George Lionel Cox, James Lochore, and Alfred Warden (who and any other Directors hereafter appointed are herein referred to as "the ordinary Directors") shall be the first Directors of the Company.

93. The said Walter Shakspeare and Herbert Carless Bibby shall both be entitled to hold office so long as they respectively hold shares of the Company of any class of the nominal value of Rs. 75,000, and in the event of one of them vacating office by death, resignation, or otherwise, the other shall be the sole life Director.

94. The said Walter Shakspeare and Herbert Carless Bibby whilst holding office as life Directors and after one of them vacates the office of life Director the other whilst holding office as life Director shall have full control of the business of the Company, and they or the survivor of them shall have power to appoint and remove any other Director or Directors, and may appoint any person in addition to any existing Directors, and may from time to time appoint, define, limit, and restrict the powers and duties and fix the qualification and remuneration of any other Directors; and may remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company.

95. So long as the said Walter Shakspeare and Herbert Carless Bibby or one of them shall be life Directors or life Director of the Company, no other Director or Directors of the Company shall be appointed without the consent of such life Directors or Director.

96. In case either the said Walter Shakspeare or the said Herbert Carless Bibby shall cease to hold shares of the Company of any class of the nominal value of Rs. 75,000, respectively, he shall thereupon be deemed to be elected to office as an ordinary Director unless under Article 93 he becomes the sole life Director.

97. When both the said Walter Shakspeare and Herbert Carless Bibby shall cease to be life Directors, then and from thenceforth the ordinary Directors shall have power from time to time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum fixed as above.

98. The qualification of a Director (other than a life Director) shall be the holding in his own right alone of shares of the Company of any class to a nominal value of Rs. 25,000.

99. The remuneration of the life Directors shall be such sum as, subject to any agreement, the Company may determine. The remuneration of the other members of the Board may be fixed from time to time by the Company in General Meeting. The Directors shall be paid all travelling and hotel expenses to which they shall be put in connection with the Company's business.

100. Each of the ordinary Directors shall devote the whole of his time and attention to the business of the Company, but the said Walter Shakspeare and Herbert Carless Bibby shall not be bound to devote more time and attention to the Company than they respectively may think fit.

101. Any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed the remaining Director (unless he be a life Director) shall not commit the Company to any new business, so long as the number is below the minimum.

102. The office of a Director shall be vacated:—

- (a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company except that of Managing Director, Managing Secretary, manager, or trustee.
- (b) If he become bankrupt, or suspend payment, or compound with his creditors.
- (c) If he engage on his own account in speculative transactions in produce, stocks, or shares without the previous consent of all the other Directors.
- (d) If he absents himself from the meetings of the Company for a period exceeding three months at any one time without the consent of the life Directors or one of them.
- (e) If he be found lunatic or become of unsound mind.
- (f) If he be called upon by all the other Directors to resign his office.
- (g) If by notice in writing to the Company he resign his office.

Provided that sub-clauses (a), (b), (c), (d), (e), and (f) of this Article shall not apply to a life Director, and sub-clause (e) shall apply only to a life Director so long as he shall be incapacitated by lunacy or unsoundness of mind, and on his ceasing to be so incapacitated he shall *ipso facto* be restored to his office of life Director. Until an entry of the vacating of office by a Director under one of the sections of this Article shall be entered in the Minutes of the Board of Directors his acts as a Director shall be effectual.

103. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangement entered into, by, or on behalf of, the Company with any person, firm, or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to the agreement referred to in Article 4 of these presents, or to any other agreements in connection therewith, or to any modification thereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

POWERS OF THE BOARD.

104. Subject to the provisions hereinbefore contained as to life Directors, and subject to any agreement to the contrary, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinances or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Ordinances and to such regulations, being not inconsistent with the said regulations as may 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.

LOCAL MANAGEMENT.

105. The Board may from time to time provide for the management of the affairs of the Company in Ceylon or abroad in such manner as they shall think fit, and the provisions contained in the six next following Articles shall be without prejudice to the general powers conferred by this Article.

106. The Board from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in Ceylon or abroad, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration.

107. The Board may appoint any one of their number, or any other person, to be Chairman of any local board, and may lay down such rules and regulations as they may think fit for the conduct of the business of any local board, and may revoke, annul, or vary any such appointment, rules, or regulations.

108. The Board, from time to time and at any time, may delegate to any Managing Director, local board manager or agent, any of the powers, authorities, and discretions for the time being vested in the Board with regard to the conduct of the business of the Company (other than the power to make call and to mortgage the Company's assets), with power to sub-delegate, and may authorize the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies.

109. Any such appointment or delegation as aforesaid may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may by letter, telegram, or cablegram annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

110. The Board may from time to time, and at any time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of any of the Directors or of the members or any one or more of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Board, and any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board think fit. Any such attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

BORROWING.

111. The Board may at any time borrow or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge or by debentures, or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon terms and conditions and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured, shall not, without the previous sanction in writing of a life Director, exceed the sum of Rs. 200,000, and shall not without the sanction of a General Meeting exceed the nominal amount of the capital. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

ROTATION OF DIRECTORS.

112. At the Ordinary General Meeting in the year 1917, and in each subsequent year, one Director, not being either of the life Directors, shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

113. Subject to the provisions herein contained with respect to the life Directors, the Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority shall agree amongst themselves) be selected from among them by lot.

114. A retiring Director shall be eligible for re-election.

115. The Company may at the meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director by electing a person thereto. And if at any such meeting the place of a retiring Director is not filled up, the retiring Director shall be deemed to have been re-elected, unless a resolution reducing the number of Directors is passed at the same meeting.

116. No person not being a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for the office of a Director at any General Meeting, unless he shall have been approved by the life Directors.

117. With the consent of the life Directors, the Company may from time to time in General Meeting increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number shall go out of office.

118. The Company by an extraordinary resolution may remove any Director, other than either of the life Directors, before the expiration of his period of office, and may by ordinary resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

MANAGING DIRECTOR.

119. Subject to any agreement to the contrary and to the consent of the life Directors the Board may from time to time appoint one or more of their number to be a Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to his or their period of office, and may, with the consent of the life Directors, from time to time remove any Managing Director and appoint another in his place.

120. A Managing Director, while he continues to hold that office, shall not be subject to the provisions of these presents as to retirement by rotation and shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

121. Subject to any agreement, the remuneration of a Managing Director shall from time to time be fixed by the Board, and may be by way of salary or commission or participation in the profits, or by any or all of those modes, and shall, if so determined by the Board, be in addition to his share of any remuneration payable to the Board or to the Managing Director as one of the Board.

122. A Managing Director may perform such duties, and exercise all such powers, authorities, and discretions as are exercisable by the Board (other than the power to make calls and to mortgage the assets of the Company) on such terms and conditions and with such restrictions (if any) as the Board from time to time may direct.

PROCEEDINGS OF THE BOARD.

123. The Board may meet together for the despatch of business at such place, and adjourn and otherwise regulate their meetings as they think fit. Whenever one or both of the life Directors shall be in the Island of Ceylon, the presence of one of them shall be necessary to form a quorum and either of the life Directors shall himself form a quorum. Subject

as aforesaid two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director, shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes, and the life Directors shall be entitled to as many votes as there are Directors of the Company and one more. In case of an equality of votes, the Chairman shall have an additional or casting vote in addition to his vote or votes as a Director.

124. The said Walter Shakspeare shall be Chairman of the Board so long as he remains a Director and is willing to act, and the said Herbert Carless Bibby shall be Deputy Chairman. When the said Walter Shakspeare ceases to be Chairman the said Herbert Carless Bibby shall, if then a Director, become Chairman, and shall be entitled to retain office so long as he remains a Director and is willing to act. Subject as aforesaid the Board may appoint a Chairman and Deputy Chairman of their meetings and determine the periods for which they are respectively to retain office.

125. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present, and each of them, the said Walter Shakspeare and Herbert Carless Bibby, shall be at liberty so long as he shall be a Director by writing under his hand to authorize any other member of the firm to vote for him at any meeting or meetings of the Board, and such authority may be general or may be limited to any one or more meetings or to any specific question or questions and must if required be produced at any meeting at which the holder of the authority proposes to vote.

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

127. The Board may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

128. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions herein contained for the regulating of meetings and proceedings of the Board so far as the same are applicable thereto and not superseded by any regulations made by the Board under the last preceding clause.

129. All acts done at any meeting of the Board, or of a committee of the Board, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or committee or persons acting as aforesaid, or that they, he, or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

130. If any Director being willing shall be called upon to perform extra services, or to make any special exertions in going or residing abroad or otherwise, for any of the purposes of the Company, and shall do so, the Company may remunerate such Director, either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

THE SEAL.

131. The Board shall provide for the safe custody of the seal, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a committee of the Board authorized to use the seal, and in the presence of one of the life Directors, or in the presence of one at least of the ordinary Directors, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board.

DIVIDENDS.

132. Subject as aforesaid, and to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, the profits of the Company shall be divisible among the members in proportion to the capital paid up or credited as paid on the shares held by them respectively.

133. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall, subject to any arrangement made by the Board to the contrary, only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year, calculated on the proportionate part of the year from the date on which such shares were allotted, treating such dividends as earned rateably over the whole year.

134. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive. Provision for any loss realized or estimated or apprehended may, if and when thought fit, be spread over such period of time and by such instalments as the Board may think fit, but so that no such provision shall be necessary in the case of loss of fixed capital or save where the Board shall think necessary of circulating capital. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

135. Separate accounts may, if the Board shall think fit, be kept as to the capital and revenue of the Company as to the whole or any part of its business, and if any adjustment of items between capital and income is required the decision of the Board shall be absolute. In any such case the surplus shown by the revenue account may be distributed as dividend without regard to the position of the capital account.

136. The Board may from time to time, without calling any General Meeting, pay to the members on account of the next forthcoming dividend such interim dividend as in their judgment the position of the Company justifies.

137. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company or paid-up shares, debentures, or debenture stock of any other Company, or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

138. The receipt of the person appearing by the Register to be holder of any shares shall be sufficient discharge to the Company for any dividend or other money payable in respect of such shares; and where several persons are the joint holders of a share the receipt of any one of them shall be a good discharge to the Company for any dividend or other moneys payable thereon.

139. No dividend shall bear interest against the Company.

140. Notice of any dividend that may have been declared shall be given to the members, or sent by post or otherwise to their registered places of address.

141. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

142. The Board may retain the dividends payable upon shares in respect of which any person is under the Articles relating to the transmission of shares entitled to become a member, or which any person under those Articles is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

143. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint holders to that one whose name stands first on the Register in respect of the joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the indorsement thereon has been forged.

144. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

ACCOUNTS.

145. The Board shall cause true accounts to be kept of all the transactions, assets, and liabilities of the Company.

146. The books of account shall be kept at the office, or at such other place or places as the Board shall think fit, and no member, other than a Director or Auditor or any other officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents, or writings of the Company, except as provided by the Ordinances or authorized by the Board, or by a resolution of the Company in General Meeting.

147. A balance sheet shall be made out and laid before the Company at its Annual General Meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the state and condition of the Company, as to the amount (if any) which they recommend to be paid by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to reserve. The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors of the Company, or, if there is only one Director for the time being, by that Director, and shall be countersigned by the Manager or Secretary.

148. A copy of the Directors' report and balance sheet shall, during at least seven days previous to the General Meeting, lie at the office for inspection by the members.

AUDIT.

149. The Company shall, at each Annual General Meeting, appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

150. If an appointment of Auditors is not made at an Annual General Meeting the Board may appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

151. A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

152. A person other than a retiring Auditor, or a person recommended by the Board, shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the Annual General Meeting, and the Board shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the members not less than seven days before the Annual General Meeting. Provided that if after a notice of the intention to nominate an Auditor has been so given, an Annual General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Article, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this Article, be sent or given at the same time as the notice of the Annual General Meeting.

153. Messrs. Ford, Rhodes, Church & Co., of Colombo, shall be the first Auditors of the Company, and they shall hold office until the first Annual General Meeting unless previously removed by a resolution of the members in General Meeting, in which case the members at such meeting may appoint Auditors.

154. The Board may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

155. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary General Meeting or to fill up any casual vacancy may be fixed by the Board.

156. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and, as regards books, accounts, and vouchers ordinarily kept abroad, shall be entitled to rely upon copies thereof or extracts therefrom, certified by the Company's representatives abroad, and shall be entitled to require from the Board and the office of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the members on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office.

157. Every account of the Board when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive.

158. Any Auditor shall, on quitting office, be eligible for re-election.

NOTICES.

159. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, as appearing in the Register.

160. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

161. Any member described in the register by an address not in Ceylon, who shall from time to time give the Company an address of himself or his attorney in Ceylon at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid, and save in the case of the Governing Director or his alternate, and save as provided by these presents, no member other than a member described in the Register by an address in Ceylon shall be entitled to receive any notice from the Company.

162. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement in the *Ceylon Government Gazette*.

163. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated in Colombo, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into such post office.

164. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

165. Any notice or document delivered or sent by post to, or left at, the registered address of any member shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served on his heirs, executors, and administrators.

166. Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered in the Register as the registered holder of such share shall have been duly given to the person from whom he derives the title to such share.

WINDING UP.

167. (1) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator 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 the like 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 the like sanction shall think fit.

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in default of any such provision the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid up on the shares; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the Extraordinary Resolution, by notice in writing, direct the Liquidator to sell his proportion and pay him the net proceeds, and the Liquidator shall, if practicable, act accordingly.

INDEMNITY.

168. The Directors, Managing Director, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglect, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out of invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Twenty-ninth day of November, One thousand Nine hundred and Thirteen.

W. SHAKSPEARE (by his attorney H. C. BIBBY).
H. C. BIBBY.
G. LIONEL COX.
A. WARDEN (by his attorney H. C. BIBBY).
JEAN SHAKSPEARE (by her attorney H. C. BIBBY).
K. M. F. BIBBY (by her attorney H. C. BIBBY).
A. PELLY FRY.
L. DES CLAYES.
W. S. THORNTON.
J. ROBSON.

Witness to the signatures of W. SHAKSPEARE, H. C. BIBBY, G. LIONEL COX, A. WARDEN, JEAN SHAKSPEARE, K. M. F. BIBBY, A. PELLY FRY, L. DES CLAYES, W. S. THORNTON, and J. ROBSON:

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

[First Publication.]

The Randeniya Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Randeniya Rubber Company, Limited, will be held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, on Monday, December 15, 1913, at 12 noon, when the subjoined resolution will be proposed:—

“That the Randeniya Rubber Company, Limited, be wound up voluntarily.”

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting, which will be held on Monday, January 5, 1914, at 12 noon, when the following resolutions will also be proposed:—

1. That Mr. Harold Douglas Thornton of Colombo be appointed Liquidator for the purpose of winding up the affairs of the Company and distributing the Company's property.
2. That the Liquidator be authorized to sell the Company's leasehold interest in Randeniya estate and buildings, with the furniture, tools, and other effects thereon, by private sale at a price not below Rs. 75,000, or by public auction at the highest price obtainable for the same.

3. That Mr. Francis Oliver Francillon of Colombo be appointed to inspect the accounts of the Liquidator as soon as the affairs of the Company are fully wound up.

By order of the Directors,

AIKEN, SPENCE & Co.,
Colombo, December 3, 1913. Agents and Secretaries.

The Cocoawatte (Ceylon) Rubber and Tea Estates, Limited.

NOTICE is hereby given that the Third Ordinary General Meeting of Shareholders of this Company will be held at its registered office, No. 21, Baillie street, Fort, Colombo, on Wednesday, December 17, 1913, at 12 noon.

Business.

1. To receive the report of the Directors and accounts for the twelve months ended June 30, 1913.
2. To elect a Director.
3. To appoint Auditors for season 1913-1914.
4. To transact such other business as may properly come before the Meeting.

By order of the Directors,

LEWIS BROWN & Co.,
Colombo, December 3, 1913. Agents and Secretaries.

The Peoples Planting Company, Limited.

NOTICE is hereby given that the First Annual Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, Andiya-kanda estate, at 2 P.M. on Friday, December 19, 1913.

Business.

1. To receive the report of the Directors and the accounts for the past eight months ending October 31, 1913.
2. To declare a dividend.
3. To elect Directors.
4. To appoint an Auditor for the current year.
5. To transact such other business as may properly come before the Meeting.

By order of the Directors,

Andiyakanda estate, K. M. ROBIS SILVA,
December 1, 1913. Secretary.

Talawakelle Engineering Works, Limited.

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders will be held within the Company's registered office at Talawakele on Saturday, December 13, 1913, at 10 A.M.

Business.

1. To confirm the Minutes of the Ordinary General Meeting of Shareholders held on October 5, 1912.
2. To receive the report of the Directors and accounts for the year ending June 30, 1913.
3. To declare a dividend.
4. To elect a Director.
5. To appoint Auditors for the current year.
6. To transact such other business as may be brought before the Meeting.

The Transfer Books of the Company will be closed from December 10 to 13, both days inclusive.

By order of the Directors,

Talawakele, November 27, 1913. CHARLES R. BRIGHT,
Secretary.

Holy Trinity Church, Colombo.

A MEETING of the Seatholders of Holy Trinity Church, Colombo, will be held in that Church on Sunday, December 28, immediately after the 7 A.M. Service, to elect Trustees and Auditor for the year 1914, and to discuss such other business as may arise.

M. J. BURROWS,
Acting Vicar.

Christ Church, Matale.

NOTICE is hereby given that a Meeting of the Congregation of Christ Church, Matale, will be held at the Vestry on Sunday, December 21, 1913, at 5.30 P.M. to elect three Trustees for the said Church for the year 1914.

Matale, December 1, 1913. A. S. AMARASEKARA,
Incumbent.

St. James's Church, Chilaw.

NOTICE is hereby given that, in pursuance of the 10th clause of Ordinance No. 12 of 1846, a Meeting of the Congregation of St. James's Church, Chilaw, will be held in the Vestry on Sunday, December 21, 1913, at 6.15 P.M., for the purpose of electing Trustees for the ensuing year.

St. James's Parsonage, ARUL. R. VIRASINGHE,
Chilaw, December 1, 1913. Incumbent.

St. John the Baptist Church, Kegalla.

A MEETING of the Seatholders of St. John the Baptist Church, Kegalla, will be held on Saturday, December 20, 1913, at 8.30 A.M., in the Vestry of the Church to elect three Trustees for the year 1914, as provided for in Ordinance No. 12 of 1846.

Kegalla, December 3, 1913. ÆLIAN ONDAATJE,
Hon. Secretary of Trustees.

Cancellation of Power of Attorney.

I HEREBY notify that the power of attorney granted to Ana Ramalingampillai of No. 46, 3rd Cross street, Pettah, dated September 1, 1913, has been cancelled by the grantor Wavanna Pana Shena Meera Saibo of Kulasekerapatnam in South India.

Colombo, December 1, 1913. CHRISTIE SENEVIRATNE,
Proctor for W. P. S. MEERA SAIBO.

Application for Enrolment as a Notary Public.

I, the undersigned, Ranamukadewage Andy Fernando, presently residing in premises No. 82, Fourth Cross street, Pettah, Colombo, do hereby give notice, in terms of rule No. 2 of schedule 1B of section 8 of Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General for permission to become a Notary Public to practise in the Sinhalese language in the District of Kurunegala.

Colombo, November 13, 1913. R. A. FERNANDO.

Application for Enrolment as an Advocate.

SIX weeks hence I, Thambi Rama Nathan, Barrister at Law, Gray's Inn, London, now residing at Puttur, Jaffna, intend to apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

Puttur, November 24, 1913. THAMBI RAMA NATHAN.

Auction Sale.

In the District Court of Kalutara.

Meegamagurunanselage Don Charles Wijekoon Appuhamy, administrator of the estate of the late Ambepitiyage Siadoris Appuhamy of Pinhena Plaintiff.

No. 5,405. Vs.

(1) Elabodaliyanage Appuhamy, widow of Polwattagalage Don Charles Appu of Pinhena, (2) Polwattagalage Don Adnan Appu of Pinhena. Defendants.

IN accordance with the order issued to me from the District Court of Kalutara in the above case I, the undersigned, will sell by public auction on Saturday, December 13, 1913, commencing at 12 noon, at the spot the following properties, as the defendants in the said case have failed to satisfy a decree passed against them on September 23, 1913, in favour of the plaintiff above named for the sum of Rs. 1,000, with interest thereon at 9 per cent. per annum from the said date till payment in full, and costs of suit, Rs. 92.55, to wit:—

1. The undivided $\frac{1}{2}$ shares of the soil, the trees, and the tiled house standing thereon of the land called Udayaragawatta; bounded on the north by Udayaragawattairawalla, in which Tewelapperumage Don Davit Appuhamy resides, east by "agala" of Mahaliyangodawatta, south by the garden in which Pinhenemadinage Thonchi Naide resides, and the "niyara" of Watuladdawa of the said land, Palliyawatta

including Panadurayawatta, west by Betiyaowita; within these boundaries containing in extent 2 acres and 38 perches, and situated at Pinhena.

2. The undivided $\frac{3}{4}$ of $\frac{2}{5}$ shares, $\frac{1}{7}$ and $\frac{1}{8}$ shares, and $\frac{2}{15}$ shares of the soil of Betiyaowita or Deniketiya; bounded on the north by the said Deniketiya, east by Udayaragewatta, south by Hembraowita, west by Imbulgahakattiya; containing within these boundaries about 1 amunam of paddy sowing in extent, situated in the said village.

3. The undivided $\frac{3}{4}$ of $\frac{1}{5}$ share and $\frac{2}{15}$ shares of Betiyawatta *alias* Betiyaowita; bounded on the north by Imbulgahakattiya and footpath, east and south by Hembraowita, west by Metiliadda; containing within these boundaries 1 pella of paddy sowing in extent, situated in the said villhge.

Kalutara,
November 29, 1913.

D. C. P. NANAYAKKARA,
Commissioner and Auctioneer.

Auction Sale.

UNDER and by virtue of the commission issued to me in partition case No. 37,066, D. C. Colombo, I do hereby put up for sale by public auction on Saturday, January 17, 1914, commencing at 5.30 p.m., at the spot, the following property, to wit:—

All that house and premises No. 61, situated at Chetties quarters, now called Chekku street, in Colombo, containing in extent 10/100 square perches.

The said premises will be first put up for sale amongst the co-owners thereof at the price at which the same has been appraised, and if not purchased by any co-owner, the same will immediately thereafter be offered for sale to the highest bidder amongst the public.

For particulars please apply to C. H. Gomes, Esq., Proctor, Colombo.

No. 98, Dam street, Colombo,

M. PEIRIS,
Auctioneer.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
3443-47	New Fishers' quarters	November 10, 1913	December 6, 1913
3447-50	Do.	do.	do.
3449-50/2	Do.	do.	do.
3452-51	Do.	do.	do.
3457-54	Do.	do.	do.
3459-91-92	Do.	do.	do.
3460-93	Do.	do.	do.
3462-93/2	Do.	do.	do.
3466-97	Do.	do.	do.
3469-100	Do.	do.	do.
3480-108	Do.	do.	do.
3524-50	Elie House road	do.	do.
3534-11	Do.	do.	do.
3535-10	Do.	do.	do.
3543-3	Do.	do.	do.
710-2	Lake road	August 12, 1913	December 8, 1913

The Municipal Office,
Colombo, November 25, 1913.

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

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office, on Saturday, October 11, 1913.

THE Council met this day at 2 P.M., pursuant to notice dated October 6, 1913.

Present:—The Hon. Mr. R. B. Hellings, Chairman; Mr. D. G. Goonewardena; Mr. D. W. Subasingha; Mr. C. E. de Vos; Mr. A. C. Hayley; and Mr. A. H. F. Clarke.

1. The Minutes of the General Meeting of Council held on September 20, 1913, a copy of which was sent to each Member, were taken as read.

Resolved—That the Minutes of the General Meeting of Council of September 20, 1913, be confirmed.

2. Papers *re* monopoly to Mr. Vilcassim Ismail to sell mutton at cents 50 per pound from 1914.

The Chairman moved—(1) That from and after January 1, 1914, the flesh of sheep and goats shall not be sold in any private market or in any of the stalls in the public markets excepting in stalls Nos. 23 and 24, in the Kaluwella market and stalls Nos. 3 and 9 in the meat market bazaars, and that the stalls in the Kaluwella market be supplied only with the flesh of sheep and goats slaughtered in the Kaluwella slaughter-house. (2) That the following conditions referring to the monopoly to Mr. Vilcassim Ismail to sell mutton be approved: (a) that Mr. Vilcassim Ismail be allowed the monopoly to sell the flesh of sheep and goats for a period of two years commencing from January 1, 1914, at the rate of cents 50 a pound, and that the butchers who are to occupy the mutton stalls in the public markets shall be nominated by Mr. Vilcassim Ismail; (b) that he be required to give security in cash amounting to Rs. 500, to be deposited with the Chairman, before the completion of the bond referred to in (f), which security or any part thereof will be forfeited for any breach of the conditions on the part of Mr. Vilcassim Ismail or of any butcher nominated by him, apart from any other penalty that may be imposed under the Ordinance or the by-laws, and that the butchers so nominated do further comply with the requirements of the Butchers Ordinance of 1893 and the by-laws of this Council; provided that should the whole of the security deposited as aforesaid be forfeited the said bond shall *ipso facto* be void from the date of such forfeiture; (c) that the number of sheep and goats that must be slaughtered for sale daily by the butchers nominated by Mr. Vilcassim Ismail at each of the slaughter-houses in Kaluwella and the bazaars, respectively, should not be less than two head in the Kaluwella slaughter-house and four head in the bazaar slaughter-house, and that any additional sheep or goats should be slaughtered per diem if directed by the Chairman; (d) that the stalls in the Kaluwella market be supplied only with the flesh of sheep and goats slaughtered

in the Kaluwella slaughter-house; (e), that the butchers nominated by Mr. Vilcassim Ismail for sale of mutton shall only occupy stalls Nos. 23 and 24 in the Kaluwella market and stalls Nos. 3 and 9 in the meat market bazaars during the period of this agreement and pay the authorized rent for same; (f) that Mr. Vilcassim Ismail do enter into a notarial bond, at his expense, embodying the above conditions, and that he or the butchers nominated by him will have no claim against the Chairman or the Council for any loss whatsoever sustained by them. The said bond to be completed on or before October 31, 1913.

Mr. D. G. Goonewardena seconded.—Carried.

3 and 4. Extracts from the Minutes of the Meetings of the Standing Committees on Municipal Works and Finance and Assessment of October 11, 1913 :—

3.—*Extracts from the Minutes of the Meeting of the Standing Committee on Municipal Works of October 11, 1913.*

3. (a) Estimate for cutting a trench and drain round the Island in the Hiyare reservoir, Rs. 800; (b) estimate for removing mud from the portion at the back and sides of the Island in the Hiyare reservoir, Rs. 3,850; (c) estimate for gravelling the mud area at the back and sides of the Island in the Hiyare reservoir, Rs. 4,350.

Resolved—That the estimate for Rs. 3,850 for removing the mud from the portion at the back and sides of the Island in the Hiyare reservoir be approved and recommended to Council for adoption.

5. Estimate for repairs to the roof of the cart shed, Rs. 1,000.—Approved.

8. Agreement to build 100 lenial feet of retaining wall in Kandewatte road under Estimate No. 66 for Rs. 2,000.—Recommended to Council.

9. Papers re carriage stand opposite the railway station.

Resolved—That the matter be dropped for the present.

4.—*Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Assessment of October 11, 1913.*

3. (a) Estimate for cutting a trench and drain round the Island in the Hiyare reservoir, Rs. 800; (b) estimate for removing mud from the portion at the back and sides of the Island in the Hiyare reservoir, Rs. 3,850; (c) estimate for gravelling the mud area at the back and sides of the Island in the Hiyare reservoir, Rs. 4,350.

Resolved—That the estimate for Rs. 3,850 for removing the mud from the portion at the back and sides of the Island in the Hiyare reservoir be approved and recommended to Council for adoption.

4. Estimate for repairs to the roof of the cart shed, Rs. 1,000.—Approved.

6. Agreement to build 100 lenial feet of retaining wall in Kandewatte road under Estimate No. 66 for Rs. 2,000.—Recommended to Council.

3 and 4. Resolved—That the extracts from the Minutes of the Meetings of the Standing Committees on Municipal Works and Finance and Assessment of October 11, 1913, be approved.

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

(1) Statement of Receipts and Disbursements to end of September, 1913.

(2) Progress Report of Works to end of September, 1913.

(3) Report of the Medical Officer of Health for the month of September, 1913.

(4) Report of Inspector of Vehicles and Animals on carriages plying for hire during the month of September, 1913.

(5) Diaries of (a) Medical Officer of Health; (b) Superintendent of Works; and (c) Manager, Health Department.

The Municipal Office,
Galle, November 8, 1913.

R. B. HELLINGS,
Chairman.

A.—Statement showing the Total Receipts and Disbursements to end of October, 1913.

REVENUE.	Amount		Actual Receipts.	EXPENDITURE.	Amount		Actual Disbursements.
	estimated.	Rs. c.			estimated.	Rs. c.	
Taxes ..	23,455	0	24,569	45	Non-effective charges ..	30,672	23 24,743 5
Assessment ..	50,500	0	49,915	98	Chairman ..	500	0 416 68
Licenses ..	13,625	0	10,961	50	Secretariat ..	19,444	0 14,764 72
Judicial fines ..	2,000	0	4,408	16	Vehicle and Animal Department ..	2,183	0 1,637 94
Tolls ..	17,945	0	17,945	0	Judicial ..	1,110	0 431 50
Slaughter-house ..	1,420	0	1,451	90	Markots ..	972	0 1,056 0
Health Department ..	8,000	0	7,294	17	Slaughter-house ..	1,050	0 895 80
Markets ..	23,539	0	19,389	44	Fire Brigade ..	910	0 271 0
Rents ..	1,154	50	1,279	73	Time gun ..	410	0 291 23
Miscellaneous ..	2,805	0	5,189	0	Lighting ..	12,100	0 10,535 26
Cemeteries ..	300	0	277	50	Cemetery ..	770	0 681 51
Waterworks ..	2,200	0	2,454	16	Public Health Department :—		
Total Revenue ..	146,943	50	145,135	99	Sanitation Branch ..	9,120	0 6,166 74
Deposits ..	—		7,855	43	Scavenging Branch ..	8,904	0 8,751 41
Total receipts ..	—		152,991	42	Conservancy ..	16,932	0 14,167 65
Cash balance on January 1, 1913 ..	0		62,128	43	Waterworks ..	7,796	25 10,828 19
					Public Works Department :—		
					Annually recurrent ..	27,248	0 19,138 27
					Extraordinary ..	41,000	0 13,136 93
					Total Expenditure ..	181,121	48 127,913 88
					Deposits repaid ..	—	10,047 88
					Total Disbursements ..	—	137,961 76
					Cash balance on October 31, 1913 ..	—	77,158 9
					Total ..	215,119	85

B.—Surplus and Deficit Account.

	Amount. Rs. c.		Amount. Rs. c.
Expenditure from January 1 to Oct. 31, 1913 ..	127,913 88	Surplus on January 1, 1913 ..	51,200 57
Surplus on October 31, 1913 ..	68,422 68	Revenue from January to October 31, 1913 ..	145,135 99
Total ..	196,336 56	Total ..	196,336 56

C.—Balance Sheet as at October 31, 1913.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Deposits ..	8,735 41	Cash in Bank:—	
Surplus ..	68,422 68	Fixed deposits ..	1,850 0
		Current account (Rs. 75,349.75—41.66) ..	75,308 9
		Cash in hand of Shroff ..	—
Total ..	77,158 9	Total ..	77,158 9

The Municipal Office,
Galle, November 25, 1913.

D. M. MOREIRA,
Secretary.

Progress Report of Work done brought up to October, 1913.

Estimate No.	Heads of Expenditure.	Amount voted.		Expenditure during Oct., 1913.		Expenditure up to Sept., 1913.		Total.		Unexpended Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
4 of 1912 ..	Supplying and fixing control valves to Fort water service ..	648	73	—	—	287	6	287	6	—	361 67
18 of 1912 ..	Building 100 ft. of retaining wall along Keppu-ela ..	939	26	—	—	939	26	939	26	—	—
47 of 1912 ..	Certain alterations to the Chetty latrine at Kaluwella ..	451	41	—	—	415	76	415	76	—	35 65
48 of 1912 ..	Building a latrine in the Customs premises ..	896	7	—	—	790	3	790	3	—	106 4
52 of 1912 ..	Weeding Bikke reservoir ..	24	96	—	—	24	96	24	96	—	—
56 of 1912 ..	Supplying and fixing street name boards ..	90	64	—	—	89	97	89	97	—	0 67
58 of 1912 ..	Constructing a verandah and repairs to Health Department store, Fort ..	45	69	—	—	16	88	16	88	—	28 81
67 of 1912 ..	Certain repairs to pavilion railing ..	21	75	—	—	21	1	21	1	—	0 74
	Maintenance of—										
1 ..	Old Gate road ..	580	0	—	—	565	64	565	64	—	14 36
2 ..	Sea street ..	343	0	—	—	313	65	313	65	—	29 35
3 ..	Wakwella road ..	1,290	0	131	0a	1,016	91	1,147	91	—	142 9
4 ..	Hirimburra road ..	1,880	0	165	88b	1,407	55	1,573	43	—	306 57
7 ..	Richmond Hill road ..	430	0	40	25c	238	5	278	30	—	151 70
8 ..	Morris road ..	1,165	0	—	—	733	10	733	10	—	431 90
12 ..	Bope road ..	1,200	0	245	44d	671	54	916	98	—	283 2
21 ..	Hall road ..	147	0	19	44e	96	51	115	95	—	31 5
24 ..	Kandewatta road ..	250	0	—	—	101	50	101	50	—	148 50
25 ..	Kon Tree road ..	153	0	11	44f	105	6	116	50	—	36 50
29 ..	Talapitiya road ..	500	0	58	94g	411	55	470	59	—	29 41
32 ..	Market roads ..	150	0	—	—	150	0	—	—	—	—
33 ..	Elliott road ..	260	0	57	50h	144	34	201	84	—	58 16
34 ..	Fort roads ..	1,450	0	225	88i	648	31	874	19	—	575 81
35 ..	Repairs to latrine carts ..	20	0	—	—	20	0	20	0	—	—
36 ..	Do. ..	10	0	—	—	10	0	10	0	—	—
62 ..	Weeding Bikke reservoir ..	396	0	32	50j	287	22	319	72	—	76 28
57 of 1912 ..	Constructing a footpath opposite jail ..	535	0	—	—	529	17	529	17	—	5 83
36 of 1912 ..	Improvement of Elliott road ..	212	11	—	—	192	75	192	75	—	19 36
37 ..	Converting latrine below ramparts into an urinal ..	460	0	—	—	92	17	92	17	—	367 83
33 of 1912 ..	Renewal of 14 standposts, Fort water service ..	650	0	—	—	532	0	532	0	—	118 0
	Maintenance of—										
11 ..	Kitulampitiya road ..	600	0	69	61k	355	39	425	0	—	175 0
17 ..	Dickson road ..	150	0	—	—	136	37	136	37	—	13 63
6 ..	Kumbalwella road ..	290	0	—	—	207	18	207	18	—	82 82
16 ..	Circular road ..	570	0	151	69l	319	25	470	94	—	99 6
14 ..	Black Town roads ..	180	0	—	—	108	75	108	75	—	71 25
40 ..	Repairs to betel shed near District Court ..	75	0	—	—	60	0	60	0	—	15 0
65 ..	Improvement to 8-in. main, Akmeemana ..	75	0	—	—	61	30	61	30	—	13 70
55 ..	Repairs to the Fort market boundary wall and back door ..	60	0	—	—	59	30	59	30	—	0 70
49 ..	Enclosing portion of cart shed for a depôt for coir dust ..	100	0	—	—	98	72	98	72	—	1 28
38 ..	Building side drain in bazaar triangle ..	860	0	—	—	782	0	782	0	—	78 0
39 ..	Building a drain in China Garden between Tamil school and Abdul Cader's cattle shed ..	300	0	—	—	260	0	260	0	—	40 0
58 ..	Repairs to and painting 15 notice boards ..	75	0	—	—	74	76	74	76	—	0 24
34 of 1912 ..	Providing and inserting hatch boxes in 5-in. main ..	1,550	0	—	—	740	76	740	76	—	809 24

Estimate No.	Heads of Expenditure.	Amount voted.		Expenditure during Oct., 1913.		Expenditure up to Sept., 1913.		Total.	Unexpended Balance.		
		Rs.	c.	Rs.	c.	Rs.	c.				
35 of 1912	Providing and inserting hatch boxes in 8-in. main	3,000	0	—	—	1,490	45	1,490	45	1,509	55
45	Laying 3-in. main along Small Cross street	100	0	—	—	84	55	84	55	15	45
41	Constructing a carriage stand on the green opposite Municipal Council Office	150	0	—	—	136	82	136	82	13	18
61	Constructing a road to night soil depôt, Bataduwa	450	0	—	—	196	47	196	47	253	53
53	Building a drain to the standpost on Lighthouse street	35	0	—	—	15	0	15	0	20	0
54	Certain repairs to the side drain, Lighthouse street	135	0	—	—	110	0	110	0	25	0
56	Certain repairs to the Middle street side drain	60	0	—	—	50	0	50	0	10	0
68a	Certain repairs to the refreshment shed opposite Police Court	25	0	—	—	24	32	24	32	0	68
77	Repairs to three scavenging carts	60	0	—	—	57	0	57	0	3	0
68	Do.	125	0	—	—	122	0	122	0	3	0
63	Weeding Hiyare reservoir	600	0	185	73m	310	27	496	0	104	0
	Maintenance of—										
15	China Garden roads	225	0	—	—	87	20	87	20	137	80
19	Esplanade roads	350	0	—	—	237	15	237	15	112	85
28	Templer road	180	0	—	—	66	10	66	10	113	90
20	Havelock road	187	0	22	50m	119	0	141	50	45	50
5	Hirimbara Cross road	400	0	—	—	317	48	317	48	82	52
18	Donald Jansz's road	58	0	29	0o	29	0	58	0	—	—
27	Steele road	255	0	—	—	191	44	191	44	63	56
10	Cripps road	307	0	46	0p	115	61	161	61	145	39
30	Ukwatta road	30	0	—	—	22	64	22	64	7	36
73	Examining and clearing the Fort sewers	150	0	—	—	144	72	144	72	5	28
44	Repairs to drains, Fish Market roads	150	0	—	—	149	85	149	85	0	15
52	Upkeep of certain bridges	600	0	—	—	487	69	487	69	112	31
59	Supplying and fixing concrete posts and railings to Church street, &c.	550	0	—	—	420	82	420	82	129	18
70	Repairs to retaining wall along Keppu-ela between Pattiya bridge and footbridge	150	0	—	—	149	62	149	62	0	38
46	Supplying and fixing 2 standposts on Talapitiya road	200	0	—	—	199	95	199	95	0	5
47	Supplying concrete gratings for gully traps, Lighthouse street, &c.	200	0	—	—	182	84	182	84	17	16
60	Maintenance of the Service road to Hiyare	450	0	90	56q	272	13	362	69	87	31
74	Repairs to town clock	95	0	—	—	89	0	89	0	6	0
81	Repairs to 2 wheelbarrows	18	0	—	—	18	0	18	0	—	—
57	Certain repairs to side drain, Pedlar street	130	0	—	—	110	0	110	0	20	0
51 of 1912	Building a latrine for males, seabeach, Pettigalawatta	3,835	0	—	—	1,350	23	1,350	23	2,484	77
42	Recadjaning roof and walls of one ward in Infectious Diseases Hospital	88	50	—	—	85	0	85	0	3	50
64	Building 75 feet of retaining wall along Keppu-ela	2,000	0	—	—	1,999	76	1,999	76	0	24
78	Repairs to 3 scavenging and 2 night soil carts	130	0	—	—	130	0	130	0	—	—
82	Repairs to 2 scavenging carts	20	0	—	—	20	0	20	0	—	—
8 ^o	Removing weeds and vegetation from the Hiyare reservoir	600	0	—	—	568	26	568	26	31	74
75	Clearing Keppu-ela	275	0	—	—	248	0	248	0	27	0
76	Certain repairs to two masonry bridges	60	0	—	—	50	0	50	0	10	0
80	Recadjaning wards and outhouses, Segregation Camp, Dadalla	165	0	—	—	151	47	151	47	13	53
22	Maintenance of Hume road	315	0	67	50r	73	68	141	18	173	82
48	Paving railway crossings over Municipal roads with stone setts	844	0	—	—	481	99	481	99	362	1
50	Repairs to and building drain round Devatta market	500	0	—	—	459	75	459	75	40	25
67a	Repairs to outlet drain, Richmond Hill road	160	0	—	—	160	0	160	0	—	—
72	Repairs to boundary wall and lych gates, General Cemetery, Dadalla	80	0	—	—	79	15	79	15	0	85
87	Providing water service and trough for cattle pound	65	0	—	—	59	94	59	94	5	6
79	Laying 3-in. main along Great Modera Baay street	930	0	—	—	894	47	894	47	35	53
94	Repairs to damaged sewer, Lighthouse street	80	0	—	—	76	43	76	43	3	57
43	Building retaining wall and ramp for cattle to be taken to slaughter-house	160	0	—	—	144	89	144	89	15	11
93	Recadjaning roof and walls, dry-earth closet, &c., Infectious Diseases Hospital, Dadalla	88	50	—	—	80	50	80	50	8	0
85	Converting the bridge over Keppu-ela, Havelock road, into a footbridge	100	0	—	—	99	96	99	96	0	4
84	Repairs to 4 street watering carts	210	0	—	—	210	0	210	0	—	—
101	Repairs to 5 latrine carts	130	0	—	—	130	0	130	0	—	—
90	Certain repairs to latrines	26	0	—	—	26	0	26	0	—	—

Estimate No.	Heads of Expenditure.	Amount voted.		Expenditure during Oct., 1913.		Expenditure up to Sept., 1913.		Total.	Unexpended Balance.
		Rs.	c.	Rs.	c.	Rs.	c.		
71	.. Erecting 3 street hydrants for watering streets	300	0	6	97s	139	54	146 51	153 49
88	.. Repairs to alley and drain at back of houses, Havelock road	150	0	—	—	135	0	135 0	15 0
89	.. Locking arrangement for the middle and lower sluices, Hiyare reservoir	30	0	—	—	29	30	29 30	0 70
92	.. Erecting a barb wire fence, Bikke reservoir	1,160	0	59	41t	455	51	514 92	645 8
95	.. Repairs to railing round the Pavilion	100	0	—	—	55	35	55 35	44 65
99	.. Repairs to side drain in Middle street	110	0	—	—	100	0	100 0	10 0
96	.. Constructing a ricksha stand near New Oriental Hotel	40	0	—	—	31	0	31 0	9 0
111	.. Erecting a cadjan lean-to on the south and east side of the Pavilion	125	0	—	—	112	50	112 50	12 50
109	.. Constructing floor of stall No. 20, fruit market	33	0	—	—	30	0	30 0	3 0
100	.. Supplying and fitting hose for flushing the fish and meat markets	145	0	81	60u	52	42	134 2	10 98
104	.. Building side drain of Hirimbura road	160	0	—	—	145	0	145 0	15 0
26	.. Maintenance of Pettigalawatta road	150	0	20	94v	102	19	123 13	26 87
108	.. Supplying bamboo tats for the green market	67	50	—	—	67	50	67 50	—
103	.. Building a culvert to the cart shed	80	0	—	—	79	75	79 75	0 25
110	.. Painting and colourwashing the Pavilion	100	0	—	—	99	76	99 76	0 24
105	.. Screening off a portion of Municipal Council's Office for a office room for Medical Officer of Health	85	0	—	—	85	0	85 0	—
113	.. Repairs to 1 latrine cart, 3 scavenging carts, and 1 wheelbarrow	50	0	—	—	50	0	50 0	—
115	.. Repairs to ambulance shed, Infectious Diseases Hospital, Dadalla	35	0	—	—	35	0	35 0	—
97	.. Supplying and fixing 1 standpost to House of Observation road	140	0	132	32w	—	—	132 32	7 68
98	.. Supplying and fixing 3 standposts on Wackwella road	300	0	297	23x	—	—	297 23	2 77
114	.. Removing weeds from the Hiyare reservoir	1,500	0	300	5y	—	—	300 5	1,199 95
116	.. Repairs to the fish auction shed	88	0	60	87z	—	—	60 87	27 13
23	.. Maintenance of Jail road	105	0	28	75a1	—	—	28 75	76 25
9	.. Maintenance of Bopé cross road	132	0	64	50b1	—	—	64 50	67 50

- (a) Cost of 15 cubes metal and spread and rolled 10 cubes metal, &c.
 (b) Cost of 10 cubes metal and 3 cubes gravel and spread and rolled 20 cubes metal
 (c) Cost of 7 cubes metal.
 (d) Cost of metal and gravel and spread and rolled metal and gravel.
 (e) Spread 2 cubes metal and 3 cubes gravel, &c.
 (f) Spread 5 cubes gravel, &c.
 (g) Cost of 3 cubes gravel and spread and rolled 10 cubes metal and 3 cubes gravel, &c.
 (h) Cost of 10 cubes metal.
 (i) Cost of 20 cubes metal and 14 cubes gravel and spread and rolled 5 cubes metal and 12 cubes gravel, &c.
 (j) Weeded during October.
 (k) Spread and rolled 5 cubes metal and 7 cubes gravel and cleared jungle, drains, &c.
 (l) Spread and rolled 25 cubes metal and 5 cubes gravel and cost of 5 cubes metal.
 (m) Weeded 6 acres second time and 16 acres third time.
 (n) Cost of 5 cubes gravel.
 (o) Cost of 2 cubes gravel and spread and rolled 5 cubes gravel and cleared drains, &c.
 (p) Cost of 8 cubes metal.
 (q) Cleared drains and jungle and surface drains and fixed bridge planks.
 (r) Cost of 15 cubes gravel.
 (s) Cost of pipes.
 (t) Repaired boundary wall and cost of materials.
 (u) Supplied and fitted taps and hose.
 (v) Spread 2 cubes metal and 4 cubes gravel, &c.
 (w) Supplied and erected 1 standpost.
 (x) Supplied and erected 3 standposts.
 (y) Weeded 7/8 acre.
 (z) Repaired floor and fixed locks, &c.
 (a1) Cost of 5 cubes metal.
 (b1) Cost of 3 cubes metal and 10 cubes gravel.

November 8, 1913.

F. R. E. NICHOLAS,
Superintendent of Works.

Report of the Medical Officer of Health for the Month of October, 1913.

Scavenging.—Satisfactory.

Water Supply.—From Hiyare; still discoloured.

Drainage.—Unsatisfactory.

Alleys.—Clean.

Bakeries.—Clean.

Markets.—Clean.

Cattle.—238 cattle and 185 goats were passed for slaughter during the month.

Infectious Diseases.—Chickenpox, nil; measles, nil; continued fever, 1; enteric fever, 3.

The Municipal Office,
Galle, November 28, 1913.R. V. DIAS,
Medical Officer of Health.

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended November 29, 1913.

		Bags.				Bags.		
TO COLOMBO	From Bimlipatam ..	929		TO GALLE	From Calcutta ..	7,629		
	Bombay ..	57			Coconada ..	20,155		
	Calcutta ..	18,037						
	Coconada ..	21,350						
	Madras ..	1						
	Negapatam ..	1,068						
	Penang ..	7,583						
	Singapore ..	7,717						
	Tuticorin ..	18,636						
		Total ..	75,378				Total ..	27,784

H. M. Customs,
Colombo, December 2, 1913.

R. O. DE SARAM,
for Principal Collector.

TRADE MARKS NOTICES.

Application No. 859.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that the Bradford Dyers' Association, Limited, of registered office, 39, Well street, Bradford, Yorkshire, England, an Association of Dyers and Finishers, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of cloths and stuffs of wool, worsted, or hair in Class 34 in the Classification of Goods in the above-mentioned Regulations :—



The essential particulars of the Trade Mark are the device of the three letters B. D. A. in distinctive characters in the form of a monogram formed by a semi-circle.

Registrar-General's Office,
Colombo, December 3, 1913.

BERTRAM HILL,
Registrar-General.

Application No. 862.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. H. Vanden Driesen, of the Borella Stores, Kanatta road, Colombo, Merchant, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of fermented liquors and spirits in class 43 in the Classification of Goods in the above-mentioned Regulations :—

CARDINAL
PURE
SCHIEDAM
SCHNAPPS



The essential particulars of the Trade Mark are (1) the word "Cardinal" and (2) the distinctive device with the figure of a bird perched on a twig. The applicant disclaims any right to the exclusive use of the words "Pure Schiedam Schnapps."

Registrar-General's Office,
Colombo, December 3, 1913.

BERTRAM HILL,
Registrar-General.

Application No. 863.

IN compliance with the provisions of "Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. H. W. Cave and Company, of Colombo, have applied for the registration of the following Trade Mark in the name of the Colombo Commercial Company, Limited, of Colombo, who claim to be the proprietors thereof in respect of tea in class 42 in the Classification of Goods in the above-mentioned Regulations :—

COWLEEY

Registrar-General's Office,
Colombo, December 3, 1913.

BERTRAM HILL,
Registrar-General.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

Patents under International and Colonial Arrangements.

APPLICATION has been made for a Patent in Ceylon under International Arrangements for protection of Inventions by Societe Mougin Et Jean Repetto, of Riou, Cannes, Department of Alpes-Maritimes, in the Republic of France, Engineers, for their invention entitled "Improvements in refrigerators," the Specification and Drawings being based on the Specification and Drawings of their French Patent No. 449,624 dated October 19, 1912.

Notice is hereby given that the Specification and Drawings referred to above are open to public inspection at this office, in accordance with the terms of section 50, sub-section (3), of Ordinance No. 15 of 1906, the application not having been accepted within the period of twelve months from October, 1912.

Patent Office,
Colombo, November 28, 1913.

E. HUMAN,
Registrar of Patents.

LOCAL BOARD NOTICES.

Election of Unofficial Members, Local Board, Negombo.

IT is hereby notified that the election of Unofficial Members for the Local Board, Negombo, for the years 1914-15 fixed for December 15, 1913, will be by ballot, and nominations for the same will be received by the Government Agent, Western Province, at the Local Board Office, Negombo, at 10 A.M. on Friday, December 12, 1913.

December 2, 1913. H. R. FREEMAN,
Government Agent.

Commutation Tax, Haputale, &c., 1914.

NOTICE is hereby given to persons residing within the limits of the Board of Health towns of Haputale, Passara, Koslanda, Lunugala, and Haldummulla that the Board, acting under the provisions of section 32 of the Ordinance No. 30 of 1909, has resolved that on account of the year 1914 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said towns, who, if this section had not been passed, would have been liable under "The Road Ordinance, 1861," to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1914.

Badulla Kachcheri, E. F. MARSHALL,
December 1, 1913. for Chairman.

Commutation Tax, Local Board, Bandarawela.

NOTICE is hereby given to persons residing within the limits of Local Board of Bandarawela that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1914 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1914.

Local Board Office, F. BARTLETT,
Badulla, December 1, 1913. Chairman.

Vehicles and Animals Tax, Local Board, Bandarawela.

NOTICE is hereby given to persons residing within the limits of the Local Board of Bandarawela that the Board, acting under the provisions of chapter IX., section 56, of

the Ordinance No. 2 of 1901, has resolved that an annual tax be imposed for the year 1914 on all carriages, carts, hackeries, horses, ponies, mules, and asses kept or used within the limits of the Local Board of Bandarawela, at the rate specified in the schedule hereto annexed.

SCHEDULE.		Rs.	c.
For every carriage	..	4	0
For every cart	..	2	0
For every hackery	..	2	0
For every jinricksha	..	1	0
For every horse, pony, or mule	..	1	0
For every ass	..	0	50
For every bullock	..	0	50

Local Board Office,
Badulla, December 1, 1913.

F. BARTLETT,
Chairman.

Taxes on Mechanically-propelled Vehicles, Local Board, Bandarawela.

NOTICE is hereby given to persons residing within the limits of the Local Board of Bandarawela that the annual tax payable to and recoverable by the Chairman of the Board, under section 4 (3) of the Motor Car Ordinance, No. 25 of 1908, in respect of mechanically-propelled vehicles kept or used within the town of Bandarawela, shall be at the rates specified in the schedule hereto annexed.

SCHEDULE.		Rs.	c.
Scale on which Tax is Payable.			
<i>Mechanically-propelled Vehicles for the Conveyance of Passengers.</i>			
Cars not exceeding 10 cwt., unloaded	..	20	0
Cars exceeding 10 cwt. and not exceeding 15 cwt., unloaded	..	25	0
Cars exceeding 15 cwt. and not exceeding 20 cwt., unloaded	..	30	0
Cars exceeding 20 cwt., unloaded	..	35	0
When let for hire, double the above rates.			
Motor bicycles	..	5	0
Motor tricycles, including tri-cars	..	10	0
Trailers	..	3	0

Mechanically-propelled Vehicles for the Conveyance of Goods.

- (1) Each tractor, with or without a load, and whether let for hire or not the same rate as for motor cars of corresponding weight. .. 15 0
- (2) Each trailer 15 0

Local Board Office,
Badulla, December 1, 1913.

F. BARTLETT,
Chairman.

ROAD COMMITTEE NOTICES.

Barnagalla-Pen-y-lan 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 fifteen months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," have assessed the proportion due by each estate interested as follows:—

Government moiety	..	Rs. 1,053
Private contribution..	..	Rs. 1,053
1st to 3rd section, 2 miles 12 chains.		
Total acreage, 6,068—Rate per acre, .1,735c.		

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
Tea Corporation, Ltd.	Pen-y-lan	.. 980	.. 170 6
Kellie Tea Plantations Co., Ltd.	.. Kellie	.. 2,241	.. 388 89
W. B. Swan	.. Tamaravally	.. 1,350	.. 234 27
C. Laing	.. Malgolla	.. 919	.. 159 48
Bosanquet & Co.	.. Cattarem	.. 578	.. 100 30
			1,053 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay Mr. E. W. Moorris (Chairman of the Local Committee), Kellie Group, Dolosbage, on or before December 6, 1913.

Provincial Road Committee's Office, G. S. SAXTON,
Kandy, November 20, 1913. Chairman.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, December 13, 1913, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 1,300
Private contributions	..	Rs. 1,313
1st to 5th section, 2½ miles.		
Proprietors or Agents.	Estates.	Acreage.
Burke Estate Co., Ltd.	.. Nugagalla	.. 222
(R. Burke)	..	
1st to 8th section, 3¾ miles.		
M. E. Waddilove (C. B. Clay)	.. Nawanagalla	.. 295
1st to 10th section, 4.77 miles.		
Whittall & Co. (C. B. Clay)	.. Meemunagala	.. 535
Do.	.. Deanstone	.. 576
Burke Estate Co., Ltd.	.. Hare Park	.. 454
(J. P. Burke, acting)	..	
Whittall & Co. (W. Sinclair)	.. Kobonella	.. 718
Kana Luna Meeya Pulle	Fincham's land No. 1	.. 96
Puncha Vidane Duraya	Fincham's land No. 2	.. 31½
Whittall & Co. (W. Sinclair)	.. Ensalwatta	.. 264
Burke Estate Co., Ltd.	.. Dehigolla	.. 475
(J. P. Burke, acting)	..	
Do.	.. Loolowatta	.. 309

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, G. S. SAXTON,
Kandy, November 25, 1913. Chairman.

Nugatenna-Deanstone Branch Road.
(Retaining Wall.)

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 a retaining wall of the above road on the 26½ mile, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, December 13, 1913, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 360
Private contributions	..	Rs. 369
Proprietors or Agents.	Estates.	Acreage.
Burke Estate Co., Ltd. (R. Burke)	.. Nugagalla	.. 222
M. E. Waddilove (C. B. Clay)	.. Nawanagalla	.. 295
Whittall & Co. (C. B. Clay)	Meemunagala	.. 535
Do.	.. Deanstone	.. 576
Burke Estate Co., Ltd.	.. Hare Park	.. 454
(J. P. Burke, acting)	..	
Whittall & Co. (W. Sinclair)	Kobonella	.. 718
Kana Luna Meeya Pulle	Fincham's land No. 1	.. 96
Puncha Vidane Duraya	Fincham's land No. 2	.. 31½
Whittall & Co. (W. Sinclair)	Ensalwatta	.. 264
Burke Estate Co., Ltd.	.. Dehigolla	.. 475
(J. P. Burke, acting)	..	
Do.	.. Loolowatta	.. 309

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, G. S. SAXTON,
Kandy, November 25, 1913. Chairman.

Talatuooya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the above-mentioned road on account of the estate's share of the cost of maintenance for the 15 months ending September 30, 1914, viz., Rs. 1,400, as follows:—

1st section, 1 mile.		
Total acreage, 1,972—Estate's share of cost of sections, Rs. 400—Sectional rate, .2028c.—Total rate, .2028c.		
Proprietors or Agents.	Estates.	Amount.
Selenbrum, Head	..	
Kangany	.. Narangkaduwa	210 .. 42 60
1st to 4th section, 3¾ miles.		
Total acreage, 1,762—Estate's share of cost of sections, Rs. 1,000—Sectional rate .5675c.—Total rate, .7703c.		
George Steuart & Co.	.. Kirimettiya	.. 693 .. 533 86
(G. K. Deaker)	..	
Mrs. Elliot Wright	.. Old Meddegama	248 .. 191 5
(L. A. Ewart)	..	
Anglo-Ceylon Co. (H. Tonks)	.. Bellwood and Moragalla	.. 751 .. 578 56
Chettyappen, Head	..	
Kangany	.. Chettyappen estate	.. 70 .. 53 93
		1,400 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to G. Kent Deaker, Esq. (Chairman of the Local Committee), Kirimettiya estate, Galaha, on or before December 7, 1913,

Provincial Road Committee's Office, G. S. SAXTON,
Kandy, November 25, 1913. Chairman.

Golahenwatte-Yatawatte Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for erecting cooly lines and for fixing concrete pillars at dangerous corners on the above-mentioned road, the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, will on Saturday, December 13, 1913, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Cooly Lines.

Government moiety	..	Rs. 1,500·00
Private contributions	..	Rs. 1,537·50

Concrete Pillars.

Government moiety	..	Rs. 36·00
Private contributions	..	Rs. 36·90

Proprietors or Agents.	Estates.	Acreage.	Amount.
The Lanka Plantations Company, Limited, Colombo (J. M. S. Barlow)	.. Yatawatta	.. 1,251	
The Dangan Rubber Co., Ltd. (R. G. Thompson)	.. Dangan	.. 596	
Messrs. Skrine & Co. & G. A. Grieg	.. Laxahena	.. 348	

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, November 25, 1913. G. S. SAXTON, Chairman.

Wanarajah Branch Road.

(Improving Dangerous Corners.)

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 improving dangerous corners on above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the following estates interested in the said road at the rate of ·1022c. per acre:—

(Estimate No. 627 of August 29, 1913.)

Government moiety	..	Rs. 450·00
Private contributions	..	Rs. 461·25

Proprietors or Agents.	Estates.	Acreage.	Amount.
Wanarajah Tea Company of Ceylon, Limited	.. Wanarajah	.. 345	.. 35 30
South Wanarajah Tea Estates Company	.. South Wanarajah	.. 250	.. 25 57
Ceylon Proprietary Company	.. Summerville	.. 239	.. 24 44
K. D. Kershaw	.. Blair Athol	.. 306	.. 31 31
A. Anson	.. Carfax	.. 298	.. 30 48
K. Rollo and Mrs. Mercer	.. Gorthie	.. 308	.. 31 51
Whittall & Co.	.. Dunkeld	.. 237	.. 24 24
Castlereagh Estate Company	.. Castlereagh	.. 511	.. 52 28
Whittall & Co.	.. Banff	.. 211	.. 21 58
Do.	.. Elstree	.. 167	.. 17 8
Lethenty Tea Estates Company (H. G. Eccles)	.. Lethenty and Essex	.. 320	.. 32 74
Do.	.. Marlborough	.. 258	.. 26 39
Do.	.. Blairgowrie	.. 114	.. 11 66
Do.	.. Claverton	.. 198	.. 20 25

Proprietors or Agents.	Estates.	Acreage.	Amount.
Uplands Tea Estates of Ceylon	.. Osborne	.. 441	.. 45 11
Lethenty Tea Estates Company (H. G. Eccles)	.. Broad Oak	.. 306	.. 31 31
			461 25

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 13, 1913.

Provincial Road Committee's Office, Kandy, November 27, 1913. G. S. SAXTON, Chairman.

Wanarajah Branch Road.

(Between Wanarajah Bridge and Claverton Estate.)

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 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road as follows:—

(Estimate No. 314 of September 10, 1913.)

Government moiety	..	Rs. 1,200
Private contributions	..	Rs. 1,212

1st section, 1 mile.

Total acreage, 4,509—Moiety of cost, Rs. 268·88—
Sectional rate, ·0596c.—Total rate, ·0596c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Wanarajah Tea Company of Ceylon, Limited	.. Wanarajah	.. 345	.. 20 57

1st and 2nd section, 2 miles.

Total acreage, 4,164—Moiety of cost, Rs. 268·88—
Sectional rate, ·0645c.—Total rate, ·1242c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
South Wanarajah Tea Estates Company	.. South Wanarajah	.. 250	.. 31 5

1st to 4th section, 4 miles.

Total acreage, 3,914—Moiety of cost, Rs. 537·76—
Sectional rate, ·1373c.—Total rate, ·2615c.

Ceylon Proprietary Company	.. Summerville	.. 239	.. 62 53
K. D. Kershaw	.. Blair Athol	.. 306	.. 80 5
A. Anson	.. Carfax	.. 298	.. 77 96
K. Rollo and Mrs. Mercer	.. Gorthie	.. 308	.. 80 57
Whittall & Co.	.. Dunkeld	.. 237	.. 61 99
Castlereagh Estate Company	.. Castlereagh	.. 511	.. 133 68
Whittall & Co.	.. Banff	.. 211	.. 55 19
Do.	.. Elstree	.. 167	.. 43 68
Lethenty Tea Estates Company (H. G. Eccles)	.. Lethenty and Essex	.. 320	.. 83 71
Do.	.. Marlborough	.. 258	.. 67 49
Do.	.. Blairgowrie	.. 114	.. 29 82

1st to 6th section, 4·50 miles.

Total acreage, 945—Moiety of cost, Rs. 134·45—
Sectional rate, ·1422c.—Total rate, ·4037c.

Lethenty Tea Estates Company (H. G. Eccles)	.. Claverton	.. 198	.. 79 97
Uplands Tea Estates of Ceylon	.. Osborne	.. 441	.. 178 12
Lethenty Tea Estates Company (H. G. Eccles)	.. Broad Oak	.. 306	.. 123 59

1,209 97

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 13, 1913.

	Rs. c.
N.B.—Private contributions ..	1,212 0
Unexpended balance, 1912-13 ..	2 3
<hr/>	
Amount to be recovered on account 1913-14 ..	1,209 97

Provincial Road Committee's Office, Kandy, November 27, 1913. G. S. SAXTON, Chairman.

Vellaioya-Shannon Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 13, 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. 523·00
Private contribution ..	Rs. 1,210·75

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

Proprietors or Agents.	Estates.	Acreage.
Eastern Produce & Estate Co., Ltd. (C. G. Spiller) ..	Vellai Oya ..	965
Mrs. C. Shipton (W. J. Mason) ..	Agra Oya ..	438

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

Provincial Road Committee's Office, Kandy, November 28, 1913. G. S. SAXTON, Chairman.

Maintenance of Deniyaya-Hayes Road during 1913-14.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1913-14, the Provincial Road Committee of the Southern Province, acting under the provisions of the Branch Roads Ordinance, No. 9 of 1907, will on Saturday, December 13, 1913, at 3 P.M., at office in Galle, proceed to assess the under-mentioned their estates to make up the private contributions:—

MAINTENANCE OF DENIYAYA-HAYES ROAD. (Estimate No. 99 of 1913-14.)

Government moiety ..	Rs. 4,500·00
Private contribution ..	Rs. 4,567·50

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
D. M. Rajapaksa (D. M. Rajapaksa) ..	Deniyaya ..	275

1st and 2nd sections, 2 miles.

W. Silva and others ..	Kekunahena ..	80
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1st to 4th section, 4 miles.

J. Anderson (Geo. Steuart & Co.) ..	Handford ..	754
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1st to 6th section, 6 miles.

E. C. Anderson (E. C. Anderson) ..	Anningkanda ..	775
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1st to 8th section, 8 miles.

Lipton, Limited (Lipton, Limited)	Panilkanda ..	852
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Proprietors or Agents. Estates. Acreage. Amount.
Rs. c.

1st to 10½ section, 10½ miles.			
Haydella Tea and Rubber Co., Ltd. (Whittall & Co.) ..	Hayes ..	1,638½	
Do. ..	Gongalla ..	574	
Do. (lessees, Whittall & Co.)	Longford ..	257	
<hr/>			5,205½

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, Galle, November 12, 1913. R. B. HELLINGS, Chairman.

Native Member, District Road Committee, Ratnapura.

NOTICE is hereby given that, under the 35th 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 Ratnapura for the unexpired term of the years 1913, 1914, and 1915, *vice* Mr. W. D. Tillekeratne, Mudaliyar, deceased, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Province of Sabaragamuwa at least ten days before the day of election. The election will be held on Thursday, December 18, 1913, at 1 P.M., at the Ratnapura Kachcheri.

Provincial Road Committee's Office, Ratnapura, November 24, 1913. A. H. PINDER, Secretary.

Gevilipitiya-Hatgampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from July 1, 1913, to September 30, 1914, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the District interested in the maintenance of the under-mentioned road as follows:—

GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. 581 of September 9, 1913.)

Government moiety ..	Rs. 600
Private contributions ..	Rs. 612

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
J. R., Collinson and H. Whitham (Eastern Produce Estates Company, Ltd., Agents) ..	Yellangowrie ..	440	165 50
W. L. Strachan (Rubber Estates of Ceylon, Ltd., Agents) ..	Debatgama ..	437	164 40
E. G. Mainsty and W. C. Whitham (Rubber Estates of Ceylon, Limited, Agents) ..	Kalugalla ..	103	38 75
Rubber Estates of Ceylon (The Galaha Ceylon Tea Estate and Agency Co., Agents) ..	Urakanda ..	647	243 35
<hr/>			Total .. 612 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before January 5, 1914.

Provincial Road Committee's Office, Ratnapura, November 29, 1913. A. H. PINDER, for Chairman.

Dehiowita-Algoda Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from July 1, 1913, to September 30, 1914, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested in the maintenance of the under-mentioned road as follows:—

DEHIOWITA-ALGODA BRANCH ROAD.
(Estimate No. 530 of September 9, 1913.)

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Government moiety			Rs. 600
Private contributions			Rs. 612
Rajawela Produce Co., Limited (Gordon Frazer & Co., Agents)	Densworth	547	47 28
Sunnygama Ceylon Tea Estates Co., Ltd. (George Steuart & Co., Agents)	Tambegama	1,444	124 83
Panawala Tea Co., Limited (Bosanquet & Co., Agents)	Ernan and Glassel	1,111	96 10

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Nahalma Tea Estate Co. (Bosanquet & Co., Agents)	Nahalma	692	59 82
Woodend Tea and Rubber Co., Limited (Lewis Brown & Co., Agents)	Woodend	992	85 76
Sitawaka Tea and Rubber Co. (Carson & Co., Agents)	Maldeniya	618	53 42
Panawatta Tea and Rubber Co. (Whittall & Co., Agents)	Yogama	1,426	123 28
J. A. Symons, Colombo	Loolpola and Clearings	51	4 40
H. de Mel, Avisawella	Maliagoda	98	8 47
G. D. Salman Appuhami, Dehiowita	Ambagampola	50	4 32
A. A. Thabrew, Dehiowita	Puhuwalagama	50	4 32
Total			612 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before January 5, 1914.

Provincial Road Committee's Office, Ratnapura, November 29, 1913. A. H. PINDER, for Chairman.