

Ceylon Government Gazette

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

Separate paging is given to each Part in order that it may be filed separately.

Part V.—Mercantile, Marine, Municipal, Local, and Miscellaneous.

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	795	Trade Marks Notifications	796
Notices to Mariners	—	Local Board Notices	797
Notifications of Quarantine	—	Road Committee Notices	798
Returns of Imports and Exports	794	Notices affecting Small Towns	—
Railway Traffic Returns	—	Notices affecting Village Communities (Gansabhawa)	—
Patents Notifications	797	Unofficial Announcements	771

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CEYLON SAW-MILLS COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON SAW-MILLS COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To carry on business as saw-mill proprietors and timber merchants, and to buy, sell, grow, prepare for market, manipulate, import, export, and deal in timber and wood of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used, and to buy, rent, lease, or otherwise acquire, and to clear, plant, and work timber estates in Ceylon or elsewhere.
 - (b) To carry on all or any of the businesses of builders, engineers, machinists, fitters, millwrights, contractors, storekeepers, and general merchants, and to transact and carry on all kinds of agency business.
 - (c) To carry on all or any of the businesses of general carriers by land and water, barge builders and owners, lightermen, forwarding agents, and warehousemen.
 - (d) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (e) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit.
 - (f) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, with any products, trees, plants, or crops that may be approved by the Company.
 - (g) To build, make, construct, equip, maintain, improve, alter, and work factories, curing mills, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (h) To enter into any agreement or arrangement with Government or any authorities and obtain rights, concessions, and privileges.
 - (i) To buy, sell, warehouse, transport, trade, and deal in rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (j) To establish in any part or parts of the world agencies for carrying on or developing the business of the Company, or any branch thereof.

- (k) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (l) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (m) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (n) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferrable or negotiable instruments for the purposes of the Company.
- (o) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in parts similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit the Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (p) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (q) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (r) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (s) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (t) To lend money on any terms and in any manner and on any security, or without any security at all, and generally to transact financial business of any kind.
- (u) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (v) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (w) To pay for any lands and real or personal, immovable, or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partially paid up for such purpose.
- (x) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly another.
- (y) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z) To do all such other things as shall be incidental or may seem conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand (10,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.		Number of shares taken by each Subscriber.
H. M. RODRIGO, Colombo	.. .. .	One
NICHOLAS PERIS, Colombo	.. .. .	One
JUSTIN A. RODE, Colombo	.. .. .	One
S. SATHEEN, Colombo	.. .. .	One
O. C. RAFFEL, Colombo	.. .. .	One
G. H. L. PERERA, Colombo	.. .. .	One
L. J. ARNOLDA, Colombo	.. .. .	One
Total ..		Seven

Witness to the seven above signatures, at Colombo, this Twenty-first day of June, 1914:

D. DE SILVA.

ARTICLES OF ASSOCIATION OF THE CEYLON SAW-MILLS COMPANY, LIMITED.

SUBJECT as hereinafter provided, the regulations contained in Table C annexed to "The Joint Stock Companies' Ordinance, 1861," shall apply to this Company, but shall be subject to repeal, addition, or alteration by special resolution. The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained or comprised in these Articles or not.

1. Clauses 2, 3, 8, 9, 10, 32, 45, 46, 64, and 65 of Table C shall not apply.

COMMENCEMENT OF BUSINESS.

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

ALLOTMENT OF SHARES.

3. The shares shall be under the control of the Directors who may allot and otherwise dispose of the same to such persons, on such terms and conditions, and at such times, as the Directors shall think fit.

CALLS.

4. The Directors may from time to time make such calls as they think fit upon the members in respect of any moneys unpaid on their shares, and not by the terms of issue made payable at fixed times, and provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month from the time when the last preceding call was made payable; and each member shall (subject to receiving at least fourteen days' notice specifying the time and place of payment) pay to the Company at the time and place so specified the amount called on his shares. A call may be made payable by instalments.

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

CERTIFICATES OF SHARES.

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

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

TRANSFER OF SHARES.

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

9. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Article 8, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

DIRECTORS.

22. The number of Directors shall never be less than two nor more than five, but this clause shall be construed as directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be the holding of one hundred shares in the Company.

The Directors shall be paid out of the funds of the Company by way of remuneration for their services the sum of Rs. 1,000 per annum and such further sums as the Company in General Meeting may from time to time determine, and such remuneration shall be divided among them in such proportion and manner as the Directors may determine, and in default of such determination among them in proportion to their respective attendances at Board Meetings.

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

27. The office of the Director shall *ipso facto* be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Manager, Departmental Manager, Secretary, Visiting Agent, or Superintendent under the Company; but the position of trustee of a deed for securing debentures or debenture stock of the Company, or of Solicitor, or Banker is not to be considered an office or place of profit.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by any reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is absent from the Meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.
- (f) If he is concerned or participates in the profits of any contract with, or work done for, the Company. Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director or which is concerned in or participates in the profits of any contract with the Company or by his being Agent, or Secretary, or Solicitor, or by his being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.
- (g) If by notice in writing to the Company he resigns his office.
- (h) If he is requested in writing by all his co-directors to resign.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this Twenty-first day of June, 1914.

H. M. RODRIGO.

NICHOLAS PERIS.

JUSTIN A. RODE.

S. SATHEEN.

O. C. RAFFEL.

G. H. L. PERERA.

L. J. ARNOLDA.

Witness to the seven above signatures:

D. DE SILVA.

MEMORANDUM OF ASSOCIATION OF THE COLOMBO PHOTO WORKS AND STORES, LIMITED.

The name of the Company is "THE COLOMBO PHOTO WORKS AND STORES, LIMITED."

2. The registered office of the Company is to be established at Colombo.

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

- (a) To acquire the business carried on as the Ceylon Photo Works, to purchase, and to take over as a going concern the business now carried on at No. 4, Norris road, Colombo, under the style and firm of "Colombo Photo Works and Stores," together with all assets, liabilities, and goodwill thereof. To carry on in the Island of Ceylon all or any of the following businesses, that is to say, photographers, photographic dealers, lithographers, stereo-typers, electro-typers, photographic printers, advertising agents, and agents for the sale of foreign goods and articles, sellers of books and art works, jewellery, ornaments, fancy goods, plated goods, painters' materials and artists' requisites, picture frame workers, dealers in drugs and chemicals, and generally in manufacture of any other articles and things of a character similar or analogous to the foregoing or any of them or connected therewith.
- (b) To purchase, acquire, engage, extend, and carry on any other business or concern which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, managers, clerks, coolies, and other labourers and servants, and remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or the children of any such.
- (d) To establish in Ceylon or elsewhere branch establishments, and or agencies for carrying on or developing the business of the Company or any part thereof.
- (e) To alter, adopt, and improve as their business may see to the Company to require any buildings leased, rented, or acquired by them.
- (f) To acquire, purchase, or take on lease any lands or buildings or both in the Island of Ceylon or elsewhere, and to erect and construct on such lands such buildings as the Company may think fit.
- (g) To sell or lease any lands, buildings, hereditaments, property or rights belonging to the Company, or to mortgage the same and to sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit.
- (h) To borrow or raise money for all or any of the purposes of the Company in such manner as the Company shall think fit, and in particular upon mortgage of any property of the Company, or by the issue of debentures, or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital, or upon the bonds, bills, notes, or other security of the Company.
- (i) To sell, exchange, improve, manage, develop, lease, under-lease, mortgage, dispose of, otherwise deal with all or any part of the property of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (j) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company, or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied as shall be thought fit; also to pay off and to re-borrow the moneys secured thereby or any part or parts thereof.
- (k) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purpose of the Company.
- (l) To amalgamate with any other company having objects together or in part similar to this Company.
- (m) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere, which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (n) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit.
- (o) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (p) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (q) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up or partially paid up) or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid for such purchase.
- (r) To accept consideration for any lands and real and personal, immovable and movable, property and assets of the Company of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person, or partly in one of these modes and partly in another or in any other kind or mode whatsoever.
- (s) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (t) To do all such other things as shall be incidental or conducive to the attainment of the objects above named or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "Person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Twenty-thousand Rupees (Rs. 20,000), divided into two hundred (200) ordinary shares of Rupees one hundred (Rs. 100) each, with power to increase or reduce the capital.

The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Associations and Regulations of the Company for the time being or otherwise.

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

Name and Address of Subscribers.	Number of Shares taken by each Shareholder.
S. SOMASUNDARAM, Colombo	One
M. B. UDUMAN, Colombo	One
V. M. CATHIRWARUE, Colombo	One
Witness to the above signatures, at Colombo, this 6th day of February, 1914 :	
GEORGE E. VANDERGERT, Proctor and Notary Public, Colombo.	
K. R. LAWTON, Colombo	One
JUSTIN P. MENDIS, Colombo	One
Witness to the signatures, at Colombo, this 11th day of March, 1914 :	
GEORGE E. VANDERGERT, Proctor and Notary Public, Colombo.	
D. J. KULATUNGA, Colombo	One
Witness to the above signature, at Colombo, this 6th day of April, 1914 :	
GEORGE E. VANDERGERT, Proctor, Colombo.	
N. ELYATAMBY, Colombo	One
Witness to the above signature, this 5th day of June, 1914, at Colombo :	
GEORGE E. VANDERGERT, Proctor and Notary Public.	
Total number of Shares taken ..	Seven

ARTICLES OF ASSOCIATION OF THE COLOMBO PHOTO WORKS AND STORES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Colombo Photo Works & Stores, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

"Shareholder" means a shareholder of the Company.

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Twenty thousand Rupees (Rs. 20,000), divided in Two hundred shares (200) of Rupees One hundred (Rs. 100) each.

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

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions, as if it had formed part of the original capital.

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

8. The shares, except where otherwise provided for, shall be allotted at the discretion of and by Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the shareholder or shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company.

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

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

11. Payment for shares shall be made in such manner as the Directors from time to time direct.

SHARE CERTIFICATES.

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

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

CALLS.

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

15. If any shareholder failed to pay the amount of any call due by them on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of 12 per centum per annum from the day appointed for the payment thereof to the time of actual payment.

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

17. The Directors shall have power in their absolute discretion to give time to any one or more shareholders for the payment of any call or part thereof.

18. The Directors may at their discretion receive from any shareholder willing to advance the same all or any part of the amount of his share upon terms as they think fit.

TRANSFER OF SHARES.

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

20. No transfer of shares shall be made to any person or persons without the consent and approval of the Directors, and in all cases where a shareholder is desirous of transferring his share or shares, he shall offer the same to the Directors specifying the number of shares which such shareholder is desirous of transferring and limiting a time (not less than six weeks) within which the offer, if not accepted, will be deemed to be declined. Such offer shall be in writing and delivered at the registered office of the Company.

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

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

23. The Directors may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or to any person not approved by them, and in no case shall a shareholder or proposed transferee be entitled to require the Directors to state their reasons, but such declinature shall be absolute.

24. Every instalment of transfer must be left at the office of the Company to be registered, accompanied by such evidences as the Directors may reasonably require to prove the title of the transfer, and a fee of Rs. 10, or such other sum as the Directors shall from time to time determine, must be paid, and thereupon the Directors, subject to the powers vested in them by the preceding clause, shall register the transferee as shareholder and return the instrument of transfer.

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

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

TRANSMISSION OF SHARES.

27. The executor or administrator or the heirs of a deceased shareholder shall be the only persons recognized by the Company as having any title to shares of such shareholders.

28. Any guardian of any infant shareholder, any curator of a lunatic shareholder, or any person becoming entitled to shares on any other way than transfer shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, be entitled, subject to the provisions herein contained, to be registered as a shareholder in respect of such shares on payment of a fee of Rs. 10, or may, subject to the regulations as to transfer hereinbefore contained, transfer the same to some other person.

29. Any person who shall become entitled to be registered as a shareholder under the preceding clause shall from any cause whatever within twelve calendar months after the event on the happening of which his title shall accrue fail to be registered in respect of such share, the Company may sell such shares by public auction or private contract, and the nett proceeds after deducting all expenses and charges, shall be paid to the person entitled thereto.

SHARES, SURRENDER AND FORFEITURE.

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

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

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

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

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

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

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

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

38. The Directors may, in their discretion, remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 34 hereof shall be redeemable after sale or disposal.

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

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

41. The nett proceeds of any such sale as aforesaid under the provisions of Articles 34 and 39 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such shareholder or his representatives.

42. A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by Clause 39 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

GENERAL MEETINGS.

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

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

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

47. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by any four Shareholders.

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

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

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

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

in General Meeting, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

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

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

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

55. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, it shall be adjourned *sine die*.

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

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

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

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

BORROWING POWERS.

60. The Directors shall have power to procure from time to time in the usual course of business such temporary advances on the stock-in-trade as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not without the sanction of a General Meeting, exceed the sum of Rupees Three Thousand (Rs. 3,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such Meeting shall determine. The Directors may for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised create and issue any mortgages, debentures, mortgage debentures, stock, bonds, or obligations of the Company, charge upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (to the present and future), including uncalled capital or unpaid call, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this article and subscribed by two Directors or one Director and Secretary to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

VOTES OF SHAREHOLDERS.

61. Every shareholder shall have one vote. The Chairman shall be entitled to a casting vote in addition to the vote which he may be entitled as a shareholder.

62. Voting may be personally or by a person holding a duly executed power of attorney, such power of attorney must be registered at the Company's office. In the case of a minor or lunatic shareholder, the voting may be by his guardian or curator.

63. No shareholder shall be entitled to vote at any meeting unless all call due from him have been paid.

DIRECTORS.

64. The first Directors shall be Sarawanamuttu Somasundaram, Justiman Paul Mendis, and Kanagaratnam Rajasunderam Lawton, who shall be entitled to hold office as long as they hold shares, whether fully paid up or partly paid, of the total nominal value of Rs. 1,000 each, on which all calls have been paid, and resident in Ceylon. The said Kanagaratnam Rajasundaram Lawton shall, as long as he is a Director, be the Managing Director. As remuneration for their services, the Managing Director shall be entitled to appropriate a 10 per cent. of the nett profits realized yearly, and each of the Directors a 5 per cent. of the nett profits.

65. The said Sarawanamuttu Somasundaram, Justiman Paul Mendis, and Kanagaratnam Rajasundaram Lawton shall have full control of the business of the Company, and one of them shall be the Chairman of the Board or Directors, and they or the survivors or survivor of them have the power to appoint and remove any other Director or Directors.

66. So long as the said Sarawanamuttu Somasundaram, Justiman Paul Mendis, and Kanagaratnam Rajasundaram Lawton or one of them shall be the Directors or Director of the Company, no other Director or Directors shall be appointed without the consent of such Director or Directors.

67. After the termination of the original management, the qualification of every Director shall be the holding of five shares of the Company.

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

PROCEEDINGS OF DIRECTORS.

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

70. A Director may at any time summon a meeting of Directors.
71. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected or if at any meeting the Chairman is not present at the time appointed, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.
72. Any question which may arise shall be decided by a majority of votes.
73. All acts done by any meeting of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Directors or that any of them were disqualified, be as valid as if every such person was duly appointed and was qualified to be a Director.
74. The Directors shall cause minutes to be made in a book or books produced for and used solely for that purpose—
- (1) Of all appointments of officers made by the Directors.
 - (2) Of the names of the Directors present at each meeting of Directors.
 - (3) Of all orders made by the Directors.
 - (4) Of all resolutions and proceedings of meetings of the Company and of the Directors, and any such minute as aforesaid, if signed by any person purporting to be the Chairman of any meeting of Directors or Company, shall be receivable as evidence without any further proof.

ACCOUNTS.

75. The Directors shall cause true accounts to be kept of the paid up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.
76. The Directors from time to time shall determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the shareholders, and no shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by a statute or authorized by the Directors, or by a resolution of the Company in General Meeting.
77. At the Ordinary General Meeting in every year, the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.
78. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the shareholders, and the statement, report, and balance sheet shall be signed by the Directors.
79. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every shareholder.

AUDIT.

80. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. All future Auditors shall be appointed by the shareholders at the Ordinary General Meeting for one year and fix their remuneration. Retiring Auditors shall be eligible for re-election. If any vacancy that may occur in the office of Auditor is not supplied at the next Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person until the next Ordinary General Meeting after his appointment.
81. Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report thereon to the meeting as he may think fit.
82. All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

83. The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the shareholders in proportion to the amount paid on their shares, but no dividend shall be payable except out of nett profits.
84. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the shareholders on account and in anticipation of the dividend for the then current year.
85. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or may place that sum in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments.
86. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.
87. No unpaid dividend or bonus shall ever bear interest against the Company.
88. No shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any money may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares or otherwise howsoever.
89. The Directors may deduct from the dividend or bonus payable to any shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.
90. Notice of any dividend that has been declared or of any bonus to be paid shall be given to each shareholder entitled thereto, and any dividend or bonus unclaimed by any shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit, may be applied in augmentation of the reserve fund.

NOTICES.

91. Notices from the Company may be authenticated by the signature (printed or written) of the Secretary or Secretaries or persons appointed by the Board to authenticate the same.
92. A notice may be served by the Company upon any shareholder, either personally or by being sent through the post in a prepaid letter addressed to such shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Secretary or Secretaries of the Company, their own or some other address to which notices may be sent.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the place and on the dates specified below.

S. SOMASUNDARAM.

M. B. UDUMAN.

V. M. CATHIRWARJUE.

Witness to the above signatures at Colombo, this 6th day of February, 1914:

GEORGE E. VANDERGERT,
Proctor and Notary Public, Colombo.

K. R. LAWTON, Colombo.

JUSTIN P. MENDIS.

Witness to the above signatures at Colombo, this 11th day of March, 1914:

GEORGE E. VANDERGERT,
Proctor and Notary Public, Colombo.

D. J. KULATUNGA.

Witness to the above signature at Colombo, this 6th day of April, 1914:

GEORGE E. VANDERGERT,
Proctor and Notary Public, Colombo.

Witness to the above signature at Colombo, this 6th day of June, 1914:

N. ELIYATAMBY.

GEORGE E. VANDERGERT,
Proctor and Notary.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF SOUTHERN PROVINCE TRANSPORT COMPANY, LIMITED.

1 The name of the Company is "SOUTHERN PROVINCE TRANSPORT COMPANY, LIMITED."

2 The registered office of the Company is to be established in Galle.

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

- (a) To carry on the business of haulage contractors for heavy and light traffic, and general motor or mechanical delivery agents.
- (b) To carry on, either in connection with the businesses aforesaid, or as distinct and separate businesses, either in the Southern Province or elsewhere in Ceylon, all or any of the businesses of motor lorry, motor van, motor omnibus, motor cab, motor car, and traction engine proprietors, carriers of goods and passengers, haulage contractors, and carters; and to purchase or otherwise acquire, build, construct, equip, maintain, work, and deal in motor lorries, vans, omnibuses, cabs and cars, traction engines, and other vehicles or means of conveyance, or traction of every description appropriate for the carriage or transport of passengers or goods (whether propelled by steam, oil, electricity, animal traction, or other motive power); to carry on all or any of the business of railway and forwarding agents, collectors, carriers by land and sea, and/or rivers or inland waterways, removal contractors; warehousemen and advertising agents and contractors; to carry on the business of collecting accounts, the delivery of goods for any person or corporation to customers and others on a cash-on-delivery system, and receiving payment for consigners in respect of such goods; and to carry on the business of receiving and transmitting orders and messages to their directed destination on behalf of any person or corporation.
- (c) To carry on all or any of the businesses of manufacturers of, agents for, dealers in, letters on hire, and repairers of motor lorries, wagons, trolleys, omnibuses, cabs, cars, and vans, cycles, boats; aeroplanes, airships, and vehicles of all kinds, motors and internal combustion engines, parts thereof, and castings of every description, and of batteries, accumulators, burning and lubricating oils, petrol, and other spirits, and in all accessories, appurtenances, apparatus, articles, and things used or likely to be required in connection with any of the before-mentioned businesses, or by any of the customers of the Company.
- (d) To carry on all or any of the businesses of mechanical, electrical, motor, and general engineers, machinists, fitters, millwrights, wheelrights, founders, wire drawers, tube makers, metallurgists, galvanizers, jappers, annealers, enamellers, electroplaters, saddlers, coach and carriage builders, upholsterers, cabinet-makers, painters, rubber merchants, and workers in all kinds of rubber, wood, steel, iron, brass, and metals of every description.
- (e) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (f) To purchase, or by other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels or things, and any real or personal property, or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company
- (g) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or water-courses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control of the same, or join with others in so doing.

- (h) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company, carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- (i) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the payment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (j) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (k) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (l) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise.
- (m) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers or others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company.
- (n) To promote any other company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (o) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any company purchasing the same.
- (p) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (q) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (s) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (t) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rs. 150,000 divided into 15,000 ordinary shares of Rs. 10 each. The Company has power from time to time to increase or reduce its capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. M. BOUSTEAD, Colombo	One
STEUART P. HAYLEY, Colombo	One
W. HENRY FIGG, Colombo	One
C. W. BOOTY, Colombo	One
E. R. WALDOCK, Colombo	One
J. SYDNEY COLLETT, Colombo	One

Witness to the above signatures, at Colombo, this 9th day of July, 1914:

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

ALEC. C. HAYLEY, Galle One

Witness to the signature of ALEC. C. HAYLEY, at Galle, this 10th day of July, 1914:

C. S. ABAYARATNA,
Notary Public, Galle.

Total Shares taken .. Seven

ARTICLES OF ASSOCIATION OF SOUTHERN PROVINCE TRANSPORT COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "Southern Province Transport Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen thousand ordinary shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them; and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which

the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder, whose name stands first on the register of shares, shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 37 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine.

35. The Register of Transfers shall not be closed for more than twenty-one days in any one year.

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted or otherwise disposed of under Article 42 hereof shall be redeemable after sale or disposal.

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

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

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

48. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 46 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or

at such a premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

69. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be

dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

80. Votes may be given either personally, or by proxy, or by attorney.

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

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

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

84. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a shareholder or his attorney), or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

Southern Province Transport Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

89. The first Directors shall be Guy Melvill Boustead, Alec. Charles Hayley, and John Sydney Collett, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

91. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 92.

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company in which his interest has not been disclosed to the Directors.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director or by his being Agent, or Secretary, or Solicitor, or by his being a member of a firm who are Agents or Secretaries, or Solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

POWERS OF DIRECTORS.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors, for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and otherwise in or about the working and business of the Company.

105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business

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

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

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

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

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

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

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

The Directors shall have power to fix any rate or rates to be charged for haulage and may vary the same from time to time as may be deemed desirable by them in their sole discretion. They shall have power to enter into any special agreements with any person or persons or Estate or Estates or the Agent or Agents thereof and grant to such person or persons or Estate or Estates or Agent or Agents thereof special terms at a reduction or rebate in the rate for haulage if considered desirable by them in the interests of the Company.

They shall have power to enter into any special contracts and to undertake any special work of transporting any goods and at any special rate or upon any special terms.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments, and apply such reserve fund or such portion thereof as they think fit to meet contingencies, or for special dividends, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof; or for any other purposes connected with the interest of the Company that they may from time to time deem expedient, without being bound to keep the same separate from the other assets.

140. After payment of a dividend of 10 per cent. during any year, the Directors may apply not exceeding one-half of the nett surplus profits for such year in payment of a rebate or bonus to such employers of the Company's motor lorries as they may think fit.

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

155. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not

entered as paid in the books of the Company ; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 9th day of July, 1914.

G. M. BOUSTEAD.
STEUART P. HAYLEY.
W. HENRY FIGG.
C. W. BOOTY.
E. R. WALDOCK.
J. SYDNEY COLLETT.

Witness to the above signatures :

V. A. JULIUS,
Proctor, Supreme Court, Colombo.
ALEC. C. HAYLEY.

Witness to the signature of ALEC. C. HAYLEY :

C. S. ABAYARATNA,
Notary Public, Galle.

[First Publication.]

The Ratwatta Cocoa Company, Limited.

NOTICE is hereby given that the Annual General Meeting of the Shareholders will be held within the registered office of the Company, No. 14, Queen street, Colombo, on Tuesday, August 11, 1914, at noon.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended June 30, 1914.
2. To declare a dividend.
3. To elect two Directors.
4. To appoint an Auditor, and transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Agents and Secretaries.

Colombo, July 29, 1914.

The St. Heliers Tea Company, Limited.

NOTICE is hereby given that the Twenty-second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Saturday, August 22, 1914, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended June 30, 1914.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting. (The Transfer Books of the Company will be closed from August 17 to 22, 1914, inclusive.)

By order of the Directors,

BOIS BROTHERS & Co.,
Agents and Secretaries.

Colombo, July 29, 1914.

The Colombo Property Investment Company, Limited.

NOTICE is hereby given that the Sixth Ordinary General Meeting of the Colombo Property Investment Company, Limited, will be held on Friday, August 7, 1914, at its registered office, No. 4, Darley Stores, Colombo, at 3 P.M.

Business.

1. To receive the report of the Directors and the accounts to December 31, 1913.

2. To elect Directors.
3. To elect an Auditor.
4. To transact such other business as may properly come before the Meeting.

By order of the Directors,

W. H. DAVIES, & Co.,
Agents and Secretaries.

Colombo, July 28, 1914.

The Orient Company, Limited.

POWER of Attorney dated December 29, 1911, given to the above Company in favour of Mr. John C. H. ... (or him failing, Robert Stoker Wright) has been cancelled, and a fresh Power of Attorney, dated July 2, 1914, has been granted in favour of Robert Stoker Wright.

Orient Co., Ltd.,
By its Attorney,
R. S. WRIGHT.

Colombo, July 30, 1914.

Auction Sale.

In the District Court of Chilaw.

Rajapakse Mudalige Punchappuhamy of Paluwagala Plaintiff
No. 4,722. Vs. Rajapakse Mudiannelage Allis Appu of Marawila Defendant.

NOTICE is hereby given that on Saturday, August 15, 1914, commencing at 2 P.M., will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

- (1) The undivided $\frac{1}{2}$ share of Kosgahawatta, in extent 1 rood 30 perches, situated at Narawila, in Pitigal Korale Central, in the District of Chilaw.
- (2) An undivided $\frac{1}{2}$ share of Kosgahawatta, in extent 2 acres 2 roods and 8 perches, situated at Narawila, in Pitigal Korale Central, in the District of Chilaw.
- (3) An undivided $\frac{1}{24}$ share of Kosgahawatta, in extent 2 acres and 13 perches, situated at Narawila, in Pitigal Korale Central, in the District of Chilaw.
- (4) An undivided $\frac{1}{24}$ share of Meelagahawatta, in extent about 1 acre and 2 roods, situated at Narawila, in Pitigal Korale Central, in the District of Chilaw.

For the Chilaw Agency,
Chilaw, July 24, 1914. T. M. CARRIM.

Auction Sale.

In the District Court of Chilaw.

Panna Lana Chena Carthan Chetty by his attorney
Panna Lana Chena Sevugan Chetty of Madampe... Plaintiff.
No. 5,005. Vs.

Lindamulage Anthony Silva of Pambala, in his personal capacity and as the administrator of the estate No. 893 of the late Manotunga Aratchige Martha Livera of Pambala, deceased Defendant.

NOTICE is hereby given that on Monday, August 17, 1914, commencing at 1 P.M., will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

(1) An undivided $\frac{1}{2}$ share out of the undivided $\frac{3}{4}$ share of the field called Auekotuwa, situated at Pirappankulia, in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw; in extent about 30 parras paddy sowing soil or about 10 acres.

(2) An undivided $\frac{1}{2}$ share of the soil and plantation out of the undivided $\frac{1}{2}$ of the land called Kambisiahena, in extent about $2\frac{1}{2}$ acres, situated at Pirappankulia, in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

(3) An undivided $\frac{1}{2}$ share from the undivided $\frac{1}{2}$ of the land called Veppamarattadytottem *alias* Kombagahawatta, in extent about 3 roods, situated at Tettan chena, in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

(4) An undivided $\frac{1}{2}$ share of the soil, coconut trees, and other plantations from the undivided $\frac{3}{20}$ share of the portion of the land called Talgahawatta, in extent about $\frac{1}{2}$ an acre, situated in Munnessparam pattu of Pitigal Korale North of the District of Chilaw.

(5) An undivided $\frac{1}{2}$ share of the soil and plantations from the undivided $\frac{1}{10}$ of the adjoining lands called Muhandiranwela and the garden Talgahawatta formed into one property, in extent 3 acres 2 roods and 27 perches, situated in Munnessparam pattu of Pitigal Korale North of the District of Chilaw.

(6) An undivided $\frac{1}{2}$ share of the soil and plantation from the undivided $\frac{1}{2}$ share of the adjoining lands called Kongahawatta and field, called Kongahakumbura formed into one property, in extent about 12 acres, situated in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

(7) An undivided $\frac{1}{2}$ share of the lands called Etpanthiyawatta, Hakutowewatta, and Mailagahawatta formed into one property, in extent 9 acres and 16 perches, situated at Pambala, in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

(8) An undivided $\frac{1}{2}$ share from the undivided $11\frac{1}{2}$ parras paddy sowing soil from the paddy field called Kirikongahakotua, in extent about 16 parras paddy sowing soil, situated in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

(9) An undivided $\frac{1}{2}$ share from the field called Talgahakumbura, in extent 3 parras paddy sowing soil, situated in Munnessparam pattu of the Pitigal Korale North of the District of Chilaw.

For the Chilaw Agency,
Chilaw, July 24, 1914. T. M. CARRIM.

Auction Sale.

In the District Court of Galle.

Weligama Palliye Guruge Danoris Dias of Kumbalwella Plaintiff.
No. 12,147. Vs.

Ahangama Badalge Nonachohamy, appearing by her guardian *ad litem* Naurunne Lokuruge Tinohamy of Kalegana Defendant.

UNDER decree in the above case and the order issued to me I shall sell by public auction, at the spot, on Saturday, August 8, 1914, commencing at 2 P.M., the under-mentioned property declared specially bound and executable for the recovery of Rs. 400 with interest thereof at the rate of 9 per cent. per annum from September 16, 1913, and costs of suit :—

1. All that undivided $\frac{1}{2}$ part of the fruit trees and soil and of the 15 cubits tiled house standing on Mahawatta, containing in extent 1 rood and 22.85 perches, situate at Kalegana.

2. All that $\frac{1}{2}$ part of all that undivided $\frac{1}{2}$ part of all the fruit trees and soil of Nona Tandalwatta, about 1 acre in extent, situate at Kalegana aforesaid.

For further particulars apply to Mr. C. H. Wickramanayake, Proctor, Supreme Court, Galle, or to me.

W. P. WILLIAM DE SILVA,
Galle, July 9, 1914. Auctioneer.

Application for Enrolment as a Proctor.

I, PHILIP LEITCHMAN JAYAWARDENA, of Ruge Way House, Chilaw, Proctor of the District Court of Chilaw, hereby give notice that I shall, six weeks hence, apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

P. L. JAYAWARDENA,
July 28, 1914. Proctor, District Court.

MUSLIM ZAHIRA COLLEGE, MARADANA.

Statement showing Receipts and Disbursements for the Year 1913.

RECEIPTS.		Rs.	c.	Rs.	c.	DISBURSEMENTS.		Amount.	Total.
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Balance cash in hand on December 31, 1912	..	37	3			Teachers	..	4,741	56
Balance at Hong Kong and Shanghai Bank on December 31, 1912..	..	254	62			Watcher	..	157	50
				291	65	Teachers' bonus	..	94	0
Loan from A. M. Wapche Marikar ..	..			603	43	General expenses	..	61	82
House rent from A. M. Wapche Marikar :—						Zahira College repairs, &c.	..	4	10
Wellawatta, No. 43A house ..	..	491	89			Zahira College land lease	..	60	0
Wellawatta, No. 43E house ..	..	334	27			Clerk	..	50	0
Sutherland road houses ..	..	1,755	97	2,582	13	Balance cash in hand	..	172	90
						Balance at Hong Kong and Shanghai Bank	..	90	89
House rent from Carimjee Jafferjee —									
Wellawatta, No. 43E house ..	..	83	57						
Sutherland road houses ..	..	438	99						
				522	56				
School fees ..	..			503	0				
Government grant :—									
English school ..	..	790	0						
Tamil school ..	..	140	0						
				930	0				
Total ..				5,432	77	Total ..		5,432	77

A. M. WAPCHE MARIKAR,
Manager and Treasurer.

July 24, 1914.

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended July 25, 1914.

		Bags.		
TO COLOMBO	Ammapatam ..	122	TO GALLE.—Nil.	
	Calcutta ..	28,289		
	China ..	8,943		
	Coconada ..	11,726		
	Karachi ..	500		
	Negapatam ..	5,326		
	Singapore ..	160		
	Tuticorin ..	16,715		
	Total ..	71,781		

H. M. Customs,
Colombo, July 28, 1914.J. CONROY,
for Principal Collector.

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 commencing at 7 A.M. each day:—

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
2970.307	Alutmawatta road	July 13, 1914	Monday, August 17, 1914
2980.299	Do.	do.	do.
2994.294	Do.	do.	do.
3009.281	Do.	do.	do.
3022.267	Do.	do.	do.
3126.193	Do.	do.	do.
3128.205 (1)	Vine street	do.	do.
3131.203	Do.	do.	do.
3134.204A	Do.	do.	do.
3139.198	Do.	do.	do.
3140.196	Do.	do.	do.
3144.193	Do.	do.	do.
3162.172	Alutmawatta road	do.	do.
3163.172	Do.	do.	do.
3164.171	Do.	do.	do.
3167.167	Do.	do.	do.
3173.3174A.162	Do.	do.	do.
3178.142	Do.	do.	do.
3180.143	Do.	do.	do.
3191.121	Do.	do.	do.
3198.117	Do.	do.	do.
3199.113	Do.	do.	do.
3203.98	Do.	do.	do.
3204.98	Do.	do.	do.
3239.83	Do.	do.	do.
3254.77	Do.	do.	do.
3270.12	St. James's street	do.	do.
3275.64	Alutmawatta road	do.	do.
3277.67	Do.	do.	do.
3278.65	Do.	do.	do.
3288.158	Do.	do.	do.
3308.32	St. James's street	do.	do.
3314.29	Do.	do.	do.
1121.84	Jampettah street	July 25, 1914	Friday, August 14, 1914
978.59	Hill street	do.	do.
1120.85.86	Jampettah street	do.	do.
482.14	Brassfounder street	do.	do.
833.37	Wolfendhal street	do.	do.
65.117	Hulftsdorp street	do.	do.
476.86	Silversmith street	do.	do.
632.104	Messenger street	do.	do.
656.81	Do.	do.	do.
1079.82	Galkapanawatta	do.	do.
849.119	Layard's Broadway	do.	do.
379.77.79	Ferry street	do.	do.
640.97	Messenger street	do.	do.
913.17	Grandpass road	do.	do.
256.27	Ferry street	do.	do.

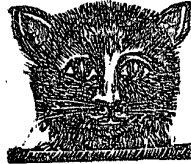
The Municipal Office,
Colombo, July 29, 1914.C. M. Young,
Financial Assistant to the Chairman,
Municipal Council.

TRADE MARKS NOTICES.

Application No. 904.

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 Manager, the Times of Ceylon Company, Limited, of Colombo, has applied for the registration of the following Trade Mark in the name of Messrs. Morgan's Agency, Limited, of Kuala Lumpur, who claim to be the proprietors thereof in respect of tea in class 42 in the Classification of Goods in the above-mentioned Regulations:—

TRADE
¼ lb.
NETT.



MARK.
Pure
Ceylon
Tea.

CAT'S HEAD BRAND.

The essential particulars of the Trade Mark are the words "Cat's Head" with the figure of the head of a cat, and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, July 15, 1914.

BERTRAM HILL,
Registrar-General.

Application No. 918.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Wackwela-gamage Francis Appuhamy and Kiriwella Gurunanselage Salaman de Silva, both of Slave Island, in Colombo, 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 articles of clothing in class 38 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are (1) the distinctive label, (2) the three robed figures, and the applicants disclaim any right to the exclusive use of the added matter, except in so far as it consists of their trade name. The English letter-press appearing at the foot of the label is a translation of the Sinhalese words appearing at the head thereof.

Registrar-General's Office,
Colombo, July 29, 1914.

BERTRAM HILL,
Registrar-General.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

A Certificate of Registration under Section 48 of the Patents Ordinance has been granted on British Patent No. 28,922 of December 13, 1910. (Ceylon No. 1,417.)

Ruston Proctor & Company, Limited.

"Improvements in or relating to suction gas-producing plant."

Abstract :—

The inventors state :—

Our invention relates to improvements in suction gas-producing apparatus, in which the gas is generated from wood refuse, peat, lignite, bituminous coal, or like fuel.

With these fuels irregular heating often occurs, and the deposit of tar, dust, and soot may become very great, involving stoppage and much trouble in cleaning. We ensure more equal distribution of the air through the working zone, and by facilitating the cleaning of various passages enable long runs to be made without stoppage.

We adopt the construction of gas producer, in which air mixed with water vapour is drawn through a bed of incandescent fuel by the suction of the engine, and the outgoing heated gases pass upwards through an annular chamber surrounding that containing the fresh fuel, around which chamber the air and water vapour pass on their way to the grate, but instead of leaving this chamber by the usual outlet, the generated gases are taken off at several points on the top of the generator by vertical pipes, which lead into main pipes sloping downwards towards the dust collector and scrubber. These pipes and mains are provided with cleaning rods having discs at their ends, which can be drawn backwards and forwards at any time, to clean the pipes of charred dust or deposit. As only a single pipe is cleaned at one time, the flow of the gases to the engine is not materially interfered with. The mains are connected to the vertical channels of the dust collector and scrubber, down which the gases pass, and the dust, &c., striking the water stops in a trough below. The gases then rise through the centre passage of the collector, meeting intermittent currents of water falling from inclined plates in the well-known way.

The claims are :—

1. A gas-producing apparatus for using as fuel, wood refuse, peat, lignite, bituminous coal, or like fuel, in which the gases from the generator pass into an annular chamber, which heats both the incoming air, or air and water vapour and the fresh fuel, and from which the gases pass by multiple vertical pipes into main pipes, which slant downwards towards a dust collector and scrubber, such pipes being provided with cleaning rods and discs, which may be operated at any time during the working of the apparatus, and normally are drawn back and secured out of the way, all substantially as described.

2. A gas-producing apparatus of the construction described in Claim No. 1, in combination with a dust collector and scrubber, in which the gases after descending on each side to a water seal, which receives and collects the dust, ascend centrally and meet broken currents of water falling down baffle plates, the water seal permitting the removal of the deposit whilst the plant is at work.

Two sheets of drawings.

Patent Office,
Colombo, July 21, 1914.

E. HUMAN,
Registrar of Patents.

THE following Specification has been accepted :—

No. 1,401 of March 13, 1914.

Thomas William Ridley.

"Improvements relating to apparatus connected with concrete piles."

Abstract :—

The inventor states :—

This invention relates to concrete piles which are formed by first driving a tubular preparatory pile, filling it with concrete, and then withdrawing it, leaving the concrete in place.

In some cases, when employing this method, as the tube is withdrawn the earth surrounding it forces itself into the space which should be filled with concrete, and even mixes itself with the concrete.

This invention has for its object a novel apparatus, by which the concrete is rammed during the withdrawal of the tube, and preferably this is done by the act of withdrawing the tube.

The claim is :—

1. In apparatus connected with concrete piles which are formed by first driving a tubular preparatory pile filling it with concrete and then withdrawing it leaving the concrete in place, the combination of a preparatory pile and a rammer and links connecting them arranged substantially as described and illustrated, so that as the pile is withdrawn the rammer is operated for the purposes described.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

LOCAL BOARD NOTICES.

Withdrawal of Butcher's License.

THE butcher's license (for beef) issued to M. Segu Mohammadu for the year 1914 has been withdrawn.

Local Board Office,
Anuradhapura, July 21, 1914.

B. CONSTANTINE,
Chairman.

ROAD COMMITTEE NOTICES.

Norwood-Campion 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 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, 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. 4,600.00
Private contributions	Rs. 4,646.00
1st section, 52.80 lines.	
Proprietors or Agents.	Estates. Acreage.
The Eastern Produce Company, Limited	Norwood .. 882
Geo. Steuart & Co.	Portree .. 275
1st to 3rd section, 94.21 lines.	
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Elbedde .. 747
H. F. Laycock	Lawrence .. 565
1st to 4th section, 118.21 lines.	
H. F. Laycock	Venture .. 405
D. G. Brebner	Kew .. 526
1st to 6th section, 214.66 lines.	
J. M. Robertson & Co. (Capt. Guy Walker)	St. John Del Rey .. 725
1st to 7th section, 245.43 lines.	
Bogawantalawa Tea Company, Limited (G. H. Sparkes)	Kirkoswald .. 877
A. C. T. Meyer	Tientsin .. 385
George Steuart & Co.	Morar .. 497
H. A. Oliverson (L. E. Thomas)	Singarawatta .. 143
A. C. Smail and T. Gidden (J. W. Baillie)	Robgill .. 433
1st to 10th section, 334.60 lines.	
Colombo Commercial Company, Limited	Bogawantalawa .. 615
1st to 12th section, 387.40 lines.	
K. Rollo	Chapelton .. 684
Heirs of G. K. Maitland	Theresia .. 332
1st to 14th section, 435.58 lines.	
D. E. Kelly	Killarney .. 358
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Bridwell .. 467
Do.	Bogawana .. 440
Finlay, Muir & Co.	Lynsted .. 405
1st to 15th section, 476.76 lines.	
Imperial Estates Co., Ltd.	Friedland .. 165
Major-General Sir C. Fr. Hadden, K.C.B., and Fred Hadden	Kotiyagala .. 1,087
Kandapola Estates Co., Ltd. (T. Gidden)	Devonford .. 276
1st to 16th section, 529.56 lines.	
Kintyre Estates Company (Geo. Steuart & Co.)	Eltofts .. 290
Ceylon Land and Produce Company	Fetteresso .. 439
1st to 17th section, 530.64 lines.	
R. H. Cooper	Lynford .. 273
Chas. Strachan & Co. (T. Gidden)	Campion and Kohinoor .. 724
Ceylon Provincial Estates	Loinorn .. 239
Imperial Estates Co., Ltd.	St. Vigean's .. 185
T. Farr & A. VanCitters	Northcove .. 265
J. Sheriff	Dunlow & Aldie .. 477

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, C. S. VAUGHAN,
Kandy, July 20, 1914. Chairman.

Norwood-Campion Branch Road.

(Storm damages.)

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 cost of repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, 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. 135.00
Private contributions	Rs. 138.37
Proprietors or Agents.	Estates. Acreage.
The Eastern Produce Company, Limited	Norwood .. 882
Geo. Steuart & Co.	Portree .. 275
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	
H. F. Laycock	Elbedde .. 747
Do.	Lawrence .. 565
Do.	Venture .. 405
D. G. Brebner	Kew .. 526
J. M. Robertson & Co. (Capt. Guy Walker)	St. John Del Rey .. 725
Bogawantalawa Tea Company, Limited (G. H. Sparkes)	
A. C. T. Meyes	Kirkoswald .. 877
George Steuart & Co.	Tientsin .. 385
H. A. Oliverson (L. E. Thomas)	Morar .. 497
A. C. Smail and T. Gidden (J. W. Baillie)	Singarawatta .. 143
Colombo Commercial Company, Limited	Robgill .. 433
K. Rollo	
Heirs of G. K. Maitland	Bogawantalawa .. 615
Do.	Chapelton .. 684
Do.	Theresia .. 332
1st to 14th section, 435.58 lines.	
D. E. Kelly	Killarney .. 358
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Bridwell .. 467
Do.	Bogawana .. 440
Finlay, Muir & Co.	Lynsted .. 405
Imperial Estates Co., Ltd.	Friedland .. 165
Major-General Sir C. Fr. Hadden, K.C.B., and Fred Hadden	Kotiyagala .. 1,087
Kandapola Estates Co., Ltd. (T. Gidden)	Devonford .. 276
Kintyre Estates Company (Geo. Steuart & Co.)	
Ceylon Land and Produce Company	Eltofts .. 290
Do.	Fetteresso .. 439
R. H. Cooper	Lynford .. 273
Chas. Strachan & Co. (T. Gidden)	Campion and Kohinoor .. 724
Ceylon Provincial Estates	Loinorn .. 239
Imperial Estates Co., Ltd.	St. Vigean's .. 185
T. Farr & A. VanCitters	Northcove .. 265
J. Sheriff	Dunlow & Aldie .. 477

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Norwood-Upeot Branch Road.

(Storm damages.)

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 cost of repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914,

at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	..	Rs. 55.00
Private contributions	..	Rs. 56.38
M. Elton Lane	.. Haloowella	.. 239½
J. M. Robertson & Co.	.. Lanka and Craighill	.. 204
R. Cotesworth	.. Stockholm	.. 283
Do.	.. Lower Cruden	.. 194
Geo. Steuart & Co.	.. Mahagala	.. 290
C. P. Hayes	.. Mahanilu	.. 290
A. Sikes	.. Kinchora	.. 245
G. A. Craib	.. Gouravilla	.. 706
Ceylon Tea Plantation Co.	.. Alton	.. 225
Do.	.. Beaconsfield	.. 168
J. S. Stevenson	.. Blairavon	.. 177
R. W. Braithwaite	.. Minna	.. 277
Mackwood & Co.	.. Scarborough	.. 276
C. B. Prettijohn	.. Ormidale	.. 350
Mackwood & Co.	.. Anandale	.. 296
Whittall & Co.	.. Cleveland	.. 340
Geo. Steuart & Co.	.. Caledonia and Meeria-cotta	.. 409
C. B. Portman	.. Suriakanda	.. 221
J. C. Kennedy	.. Fairlawn	.. 297
Do.	.. Glencoe (Bargany)	.. 208
Scottish Ceylon Tea Co.	.. Mincing Lane	.. 194
D. Elkington	.. Ladbrook	.. 208
Ceylon Tea Plantation Co.	.. Upcot	.. 232

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

(Storm damages.)

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 cost of repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	..	Rs. 875.00
Private contributions	..	Rs. 896.88
The Eastern Produce and Estates Company, Ltd.	.. Norwood	.. 882
Mackwood & Co.	.. New Valley	.. 457
M. Elton Lane	.. Haloowella	.. 239½
Do.	.. Rockwood	.. 153½
F. H. Gossage	.. Maskeliya	.. 372
J. M. Robertson & Co.	.. Glentilt	.. 487
Sir Thomas Lipton	.. Bunyan	.. 308
Do.	.. Ovoca	.. 255
J. M. Robertson & Co.	.. Mocha	.. 588
R. A. Galton	.. Queensland	.. 281
J. M. Robertson & Co.	.. Craighill & Lanka	.. 204
Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
E. H. Bent	.. Dunnotar	.. 187
Colombo Commercial Company, Limited	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
Do.	.. Midlothian	.. 244
J. M. Robertson & Co.	.. Deeside	.. 441
William Rollo (Geo. Steuart & Co.)	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205
C. B. Prettijohn	.. Strathspey	.. 231

Proprietor or Agents.	Estates.	Acreage.
G. B. de Mowbray	.. Dotale	.. 108
W. W. Hood (C. H. Hood)	.. Braemar	.. 151
C. H. Hood	.. Kelaniya	.. 191
Geo. Steuart & Co.	.. Brownlow and Tarf	.. 583
Do.	.. Gangawatta	.. 186
E. & H. A. Webb	.. Mousakele	.. 278
C. H. Hood	.. Ekolsund	.. 310
F. R. Chapman	.. Nyanza	.. 397
Whittall & Co.	.. Lucombe & Heathfield	.. 478
Do.	.. Rutherford	.. 276
H. J. de Soysa	.. Hapugastenne	.. 601
Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
H. Williams	.. Rickarton and Leaston	.. 596
A. N. Greig	.. Laxapana, York and John's Land	.. 866
F. J. Reiss	.. Blantyre	.. 239
Do.	.. St. Andrew's	.. 321
C. Johnson	.. Dalhousie	.. 289
Do.	.. Situlaganga	.. 143
A. N. Greig	.. Suluganga	.. 155
E. H. Etches	.. Forres	.. 387
Uplands Tea Estates Co.	.. Moray and Valladolid	.. 461
Do.	.. Geddes	.. 198
Do.	.. Corfu	.. 187
Do.	.. Rajamalle	.. 212
R. MacLure	.. Gartmore Group (Larchfield, Gartmore, Bevys, & Frogmore)	.. 848
S. B. Bell	.. Adam's Peak	.. 742

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Branch Road from Maskeliya to Cruden.

(Storm damages.)

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 cost of repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	..	Rs. 555.00
Private contributions	..	Rs. 568.88
J. M. Robertson & Co.	.. Glentilt	.. 467
Sir Thomas Lipton	.. Bunyan	.. 308
Do.	.. Ovoca	.. 255
J. M. Robertson & Co.	.. Mocha	.. 588
G. B. de Mowbray	.. Dotale	.. 108
R. A. Galton	.. Queensland	.. 281
Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
E. H. Bent	.. Dunnotar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
Do.	.. Midlothian	.. 244
J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205
Chas. B. Prettijohn	.. Strathspey	.. 231

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Branch Road from Maskeliya to Cruden.

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

(Estimate No. 310 of 1913-14.)

Government moiety .. Rs. 1,250·00
Private contribution .. Rs. 1,262·50

1st section, 27·68 lines.

Total acreage, 4,877—Moiety of cost, Rs. 183·08—Sectional rate, ·0375c.—Total rate, ·0375c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	Glentilt	467	17 52
Sir Thomas Lipton	Bunyan	308	11 55
Do.	Ovaca	255	9 57
J. M. Robertson & Co.	Mocha	538	22 6
G. B. de Mowbray	Dotale	108	4 5

1st to 2nd section, 80·48 lines.

Total acreage, 3,153—Moiety of cost, Rs. 349·20—Sectional rate, ·1107c.—Total rate, ·1482c.

R. A. Galton .. Queensland. 281 .. 41 64

1st to 4th section, 159·70 lines.

Total acreage, 2,872—Moiety of cost, Rs. 523·77—Sectional rate, ·1823c.—Total rate, ·3306c.

Whittall & Co.	Bloomfield	262	86 64
Do.	Nottingham	258	85 31
E. H. Bent	Dunottar	187	61 83
Colombo Commercial Co., Ltd.	Emelina	205	67 78
Whittall & Co.	Brunswick	256	84 65
Do.	Caskieben	206	68 12
Do.	Midlothian	244	80 68

1st to 6th section, 190·08 lines.

Total acreage, 1,254—Moiety of cost, Rs. 200·94—Sectional rate, ·1602c.—Total rate, ·4908c.

J. M. Robertson & Co.	Deeside	441	216 48
Geo. Steuart & Co.	Glenugie	377	185 7
Do.	Bargrove	205	100 64
Chas. B. Prettijohn	Strathspey	231	113 40
Total ..			1,256 99

N.B.—Private contribution .. Rs. 1,262·50
Unexpected balance, 1913-14 .. Rs. 5·51

Amount to be recovered on account 1913-14 Rs. 1,256 99

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 1, 1914.

Provincial Road Committee's Office, G. S. VAUGHAN,
Kandy, July 21, 1914. Chairman.

Madulkele-Kabragalla Branch Road.

(Between Madulkele and Kabragalla.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the fifteen months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Road 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. 86 of 1913-14.)

Government moiety .. Rs. 1,600·00
Private contributions .. 1,616·00

1st section, 1 mile.

Total acreage, 6,394—Moiety of cost, Rs. 416·20—
Sectional rate, ·0650c.—Total rate, ·0650c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
H. Rohde	Ellerton	72	4 68
Do.	Nillomally	1,005	65 41
C. W. Wood	Kelebokka	690	44 91

1st and 2nd section, 2 miles.

Total acreage, 4,627—Moiety of cost, Rs. 416·20—
Sectional rate, ·0890c.—Total rate, ·1549c.

M. H. Thomas .. Galheria .. 600 .. 93 2

1st to 4th section, 3½ miles.

Total acreage, 4,027—Moiety of cost, Rs. 520·67—
Sectional rate, ·1292c.—Total rate, ·2841c.

Carson & Co.	Brae and Dell, Hattanwalla, Marnagala	1,694	481 68
H. W. Kennedy	Deyanella	460	130 80
Gordon Fraser & Co.	Regulas	378	107 48
H. W. Kennedy	Kabaragalla	386	109 75
S. W. Hunter Blair	Poengalla Hir- lankanda, and Kirigalpotta	1,109	315 34
			1,353 7

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 1, 1914.

N.B.—Private contributions .. Rs. c.
Unexpended balance, 1912-13 .. 1,616 0
262 93

Amount to be recovered on
account, 1913-14 .. 1,353 7

C. S. VAUGHAN,
Provincial Road Committee's Office, Chairman.
Kandy, July 20, 1914.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a General Meeting of the proprietors or managers of estates interested in the above road will be held at the Kadugannawa Resthouse on Saturday, August 8, 1914, at 9 p.m.

Business.

- To elect a Local Committee for two years.
- To draw up an estimate for the maintenance of the road for the year commencing October 1, 1914.
- To prepare the list of estates to be assessed for the private contribution on the above estimate.
- To consider the statement of current expenditure on the road.

Provincial Road Committee, C. S. VAUGHAN,
Kandy, July 20, 1914. Chairman.

Golahenwatta-Yatawatta Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the Local Committee for the above road will be held on Tuesday, August 4, 1914, at Laksahena, at 2 p.m.

Business.

To consider and report to the Provincial Road Committee with regard to—

- The names of the estates (with acreage) using the road;
- The sections of the road used by these estates;
- The names of the proprietors, managers, or superintendents of these estates;

for an assessment on the private contribution of Rs. 1,616 on the maintenance estimate for the fifteen months ending September 30, 1914.

Laksahena Estate, GEORGE A. GREIG,
Matale, July 20, 1914. Chairman, Local Committee.

Golahenwatta-Yatawatta 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 the above road and to allow the estates concerned to pay their moieties in five annual instalments, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate towards the second instalment, as follows:—

Repairs to Flood Damages.

(Estimate No. 680 of 1912-13.)

Government moiety	..	Rs. 5,500.00
Private contribution	..	Rs. 5,637.50

Amount of second instalment Rs. 1,127.50.

Temporary Cart Bridge.

(Estimate No. 803 of 1912-13.)

Government moiety	..	Rs. 375.00
Private contribution	..	Rs. 384.37

Amount of second instalment Rs. 76.87.

1st to 4th section, 4 miles.

Total acreage, 2,206.

Flood damages	..	..	..	5111c.
Temporary bridge	..	..	..	0348c.

Proprietors or Agents.	Estates.	Acreage.
The Lanka Plantations Co., Ltd., Colombo (J. M. Robertson & Co., Agents).	.. Yattawatte	.. 1,251
Dangan Rubber Co. (Messrs. Carson & Co., Agents)	.. Dangan	.. 596
Geo. Grieg (Messrs. Skrine & Co., Agents)	.. Laksahena	.. 359

Flood Damages.			Temporary Bridge.			Total Amount due by each Estate for 1914.	
Amount due on account Second Instalment.	Amount due on account Interest on the Balance of	Rs. c.	Amount due on account Second Instalment.	Amount due on account Interest on the Balance of	Rs. c.	Rs. c.	Rs. c.
639 39	2,557 56	= 102 30	43 59	174 34	= 6 97	..	792 25
304 62	1,218 48	= 48 74	20 77	83 12	= 3 33	..	377 46
183 49	733 96	= 29 36	12 51	50 4	= 2 0	..	227 36
<u>1,127 50</u>	<u>4,510 0</u>	<u>180 40</u>	<u>76 87</u>	<u>307 50</u>	<u>12 30</u>		<u>1,397 7</u>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 1, 1914.

Provincial Road Committee's Office,
Kandy, July 15, 1914.

C. S. VAUGHAN,
Chairman.

St. Margarets-Kirklees Branch Road.

NOTICE is hereby given that the Provincial Road Committee, acting under section 19 of the Branch Roads Ordinance No. 14 of 1896, have assessed the proportion due by each estate interested in the above road for its share of the third instalment of the planters' contribution towards the cost of construction, and the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury the following contributions:—

(Estimate No. 280. Sanctioned September 9, 1913.)

Government moiety	..	Rs. 47,500.00
Private contribution	..	Rs. 48,687.50

1st to 7th section, 3½ miles.

Total acreage, 3,682—Estates' contribution Rs. 31,544.07—Sectional rate, Rs. 8.5670c.—Total rate Rs. 8.567 c.

Proprietors or Agents.	Estate.	Acreage.	Total Amount due.	Amount already paid.	Balance Amount due.	Interest at 4 Per Cent. on Balance for Half-year.	Contribution on Third Instalment.	Total Amount due.
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
J. G. Sinclair and N. S. Mansergh (J. G. Sinclair)	Blairlomond	518	4,437 74	1,479 24	2,958 50	59 17	739 62	798 79
Total acreage, 3,164—Estates' contribution Rs. 4,450.11—Sectional rate, Re. 1.4064c.—Total rate, Rs. 9.9735c.								
Lanka Plantations Company (J. M. Robertson & Co.)	Rappahannock	474	4,727 48	1,575 82	3,151 66	63 3	787 91	850 94
Total acreage, 2,690—Estates' contribution Rs. 12,693.32—Sectional rate, Rs. 4.7187c.—Total rate, Rs. 14.6922c.								
Estates Company of Uva (Whittall & Co.)	Gampaha	866	12,723 52	4,241 18	8,482 34	169 65	2,120 59	2,290 24
Kirklees Estates Co. (Harrisons & Crossfield)	Kirklees	1,077	15,823 59	5,274 54	10,549 5	210 98	2,637 27	2,848 25
Mrs. Fanning Patterson (H. C. Patterson)	Allagolla	375	5,509 62	1,836 54	3,673 8	73 46	918 27	991 73
F. J. Whittall and J. Gordon (F. J. Whittall)	Lucky land	372	5,465 55	1,821 86	3,643 69	72 88	910 93	983 81
			<u>48,687 50</u>	<u>16,229 18</u>	<u>32,458 32</u>	<u>649 17</u>	<u>8,114 59</u>	<u>8,763 76</u>

Provincial Road Committee's Office,
Kandy, July 21, 1914.

C. S. VAUGHAN,
Chairman.

Brownlow-Luccombe Branch Road.

(Storm damages.)

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 cost of repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, 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. 270.00
Private contributions	Rs. 276.75
Proprietors or Agents.	Estates.
Geo. Steuart & Co.	.. Kintyre .. 288
Do.	.. Bitterne .. 169
H. Williams	.. Rickarton and Leaston 596
Geo. Steuart & Co.	.. Gangawatta .. 186
E. & H. A. Webb	.. Mousakele .. 278
C. H. Hood	.. Ekolsund .. 310
F. R. Chapman	.. Nyansa .. 397
Whittall & Co.	.. Rutherford .. 276
Do.	.. Luccombe and Heathfield 478

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Darrawella-Annfield Branch Road.

(Storm damages.)

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 cost of repairing flood damages on above, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 15, 1914, 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. 380.00
Private contributions	Rs. 389.50
Proprietors or Agents.	Estates.
E. Rosling	.. Darrawella .. 629
Carson & Co.	.. Hadley .. 228
M. L. Wilkins	.. Invery .. 513
R. H. S. Scott	.. Ottery (excluding Stamford Hill) .. 243
Do.	.. Ottery (Stamford Hill division) .. 138
A. Craib	.. St. Leys .. 130
Cumberbatch & Co.	.. Annfield .. 289
Do.	.. Rahanwatta .. 308

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, C. S. VAUGHAN,
Kandy, July 28, 1914. Chairman.

Glenlyon-Preston Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the Local Committee for the above road will be held on Tuesday, August 25, 1914, at Glenlyon Club House, at 3 P.M. :—

Business.

To consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates (with their acreages) to be assessed for the private contribution of Rs. 757.50 on the maintenance estimate for the 15 months ending September 30, 1914.
- (b) The sections used by these estates.
- (c) The names of the proprietors, resident managers, or superintendents and of the agents of these estates.

Preston Estate, A. HAMILTON HARDING,
Agrapatana, July 23, 1914. Chairman, Local Committee.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the Local Committee will be held at Rangalla Drill shed on Saturday, August 8, 1914, at 9 A.M., to consider and report to the Provincial Committee with regard to—

1. The names of the estates (with acreage) which use the road.
2. The sections of the road used by each estate.
3. The names of the proprietors, resident managers, or superintendents and of the agents of each estate; for an assessment on the private contribution of Rs. 535.30 on the maintenance estimate for the fifteen months ending September 30, 1914.

WILLIAM SINCLAIR,
Rangalla, July 15, 1914. Chairman, Local Committee.

Balangoda-Chetnole Branch Road.

REFERRING to the notice dated May 11, 1914, and published in the *Government Gazettes* Nos. 6,625 and 6,626 of May 22 and 29, 1914, respectively, notice is hereby given that the Meeting of the Local Committee convened for July 13, 1914, is postponed for August 17, 1914, at 2.30 P.M. The Meeting will be held at the Balangoda Resthouse.

Provincial Road Committee, S. D. DRONDY,
Ratnapura, July 20, 1914. for Chairman.