



# 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.*

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE EASTER SEATON COCONUT ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE EASTER SEATON COCONUT ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
  - (1) To purchase or otherwise acquire the Easter Seaton estate, situated in the Batticaloa District.
  - (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the under-taking lands, and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
  - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.

- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business, to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account, the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coconuts, coffee, and (or) other raw products, or produce, for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize, or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law. Also to distribute by way of dividend among the Shareholders all profits (if any) made by the carrying on of the business of the Company prior to the date of incorporation of the Company.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Seven hundred and Fifty (750) preference shares of One hundred Rupees (Rs. 100) each and Four thousand Two hundred and Fifty (4,250) ordinary shares of One hundred Rupees (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 or consolidated upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

The said preference shares shall confer on the holder thereof the right to a fixed cumulative preferential dividend at the rate of seven per centum per annum on the capital for the time being paid upon such shares.

The said preference shares shall rank in a winding up both as regards capital and dividend up to the commencement of the winding up, whether declared or not, in priority to the other shares in the capital of the Company, but will not confer any further right to participate in profits or surplus assets.

The said preference shares shall confer on the holders thereof the same right of voting at any General Meeting of the Company, and shall qualify any holder thereof to be a Director in the same way as the ordinary shares of the Company.

The Company is to be at liberty to issue any unissued shares of the said 4,250 ordinary shares and upon any increase of capital to issue any new shares with any preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto. The rights for the time being attached to the preference shares in the initial capital or to any shares having preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto may be altered or dealt with in accordance with clauses 51, 52, and 53 of the accompanying Articles of Association, but not otherwise.

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

Names and Addresses of Subscribers.					Number of Shares taken by each Subscriber.
C. M. GORDON, Colombo	..	..	..	..	One
JAMES J. PARK, Colombo	..	..	..	..	One
S. BROWN	..	..	..	..	One
A. HOLLINGWORTH	..	..	..	..	One
D. C. WILSON, Colombo	..	..	..	..	One
G. P. MADDEN, Colombo	..	..	..	..	One
B. R. LEWIS, Colombo	..	..	..	..	One
				Total Shares taken	Seven

Witness to the signatures of the above-named C. M. GORDON, JAMES J. PARK, S. BROWN, A. HOLLINGWORTH, D. C. WILSON, G. P. MADDEN, and B. R. LEWIS, at Colombo, this Twenty-fifth day of July, 1914:

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

## ARTICLES OF ASSOCIATION OF THE EASTER SEATON COCONUT ESTATES COMPANY, LIMITED.

It is agreed as follows :—

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

## INTERPRETATION.

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

*Company.*—The word “Company” means “The Easter Seaton Coconut Estates Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

*Special resolution.*—“Special resolution” has the meaning assigned thereto by the Ordinance.

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

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

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

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

*Shareholder.*—“Shareholder” means a Shareholder of the Company.

*Presence or present.*—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

*Office.*—“Office” means the registered office for the time being of the Company.

*Seal.*—“Seal” means the common seal for the time being of the Company.

*Month.*—“Month” means a calendar month.

*Writing.*—“Writing” means printed matter or print as well as writing.

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

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

## BUSINESS.

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

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

## CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Seven hundred and Fifty (750) preference shares of One hundred Rupees (Rs. 100) each and Four thousand Two hundred and Fifty (4,250) ordinary shares of One hundred Rupees (Rs. 100) each.

The said preference shares shall confer on the holder thereof the right to a fixed cumulative preferential dividend at the rate of seven per centum per annum on the capital for the time being paid upon such shares.

The said preference shares shall rank in a winding up both as regards capital and dividend up to the commencement of the winding up, whether declared or not, in priority to the other shares in the capital of the Company, but will not confer any further right to participate in profits or surplus assets.

The said preference shares shall confer on the holders thereof the same right of voting at any General Meeting of the Company, and shall qualify any holder thereof to be a Director in the same way as the ordinary shares of the Company.

## SHARES.

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

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

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

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

12. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

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

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

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

16. *Liability of joint-holders.*—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.

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

#### INCREASE OF CAPITAL.

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

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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

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

#### REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

22. *Reduction of capital and subdivision or consolidation of shares.*—The Company in General Meeting may by special resolution reduce the capital in such manner as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

#### SHARE CERTIFICATES.

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

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

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

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

#### TRANSFER OF SHARES.

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

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

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind.
30. *Register of transfers.*—The Company shall keep a book or books, to be called "The Register of Transfers," in which shall be entered the particulars of every transfer or transmission of any share.
31. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.
32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or in the case of shares not fully paid up, to any person not approved of by them.
33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.
34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder, and retain the instrument of transfer.
35. *Directors may authorize registration of transferees.*—The Directors may, by such means as they shall deem expedient, authorize the registration of transferees as Shareholders without the necessity of any meeting of the Directors for that purpose.
36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.
37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also when a dividend is declared for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

## TRANSMISSION OF SHARES.

38. *Title to shares of deceased holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to shares of such Shareholder.
39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.
40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

## SURRENDER AND FORFEITURE OF SHARES.

41. *The Directors may accept surrender of shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.
42. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.
- (b) *Terms of notice.*—The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- (c) *In default of payment, shares 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.
- (d) *Shareholder still liable to pay money owing at time of forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay, to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.
43. *Surrendered or forfeited shares to be the property of the Company, and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.
44. *Effect of surrender or forfeiture.*—The surrender or forfeiture of a share shall involve the extinction of all interest in, and also of all claims and demands against, the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.
45. (a) *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Agent and Secretary or Agents and Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, such certificate and the receipt of the Company



for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, such purchaser 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 shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

(b) *Forfeiture may be remitted.*—The Directors may, in their discretion, remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

#### PREFERENCE SHARES.

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

52. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *Meeting affecting a particular class of shares.*—Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no Shareholder, 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 Shareholder personally present and entitled to vote at the meeting.

#### CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand or in the future to be obtained, from the Company's estates, as they may find necessary or expedient, for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors, or other persons, any sum or sums of money for the purposes of the Company, 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 One hundred thousand Rupees (Rs. 100,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest, as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent and Secretary or Agents and Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

#### *The Easter Seaton Coconut Estates 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 \_\_\_\_\_.

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

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

#### DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Until such appointment the remaining Director shall not act except for the purpose of appointing another and, if necessary, enabling him to be placed on the Register of Shareholders.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand five hundred Rupees (Rs. 1,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand five hundred Rupees (Rs. 1,500) 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 for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be James John Park of Colombo, Cosmo Moray Gordon of Colombo, Thomas Lister Villiers and Edgar Turner of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

91. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

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

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

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

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

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

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

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

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

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office, or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement or transaction, by reason only of such Director holding that office or of the fiduciary relation thereto established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

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

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

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

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

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

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

#### POWERS OF DIRECTORS.

106. The Directors shall have power to purchase, or otherwise acquire the said Easter Seaton Estate.

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

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

109. *To appoint proctors and attorneys.*—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.

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

111. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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.

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

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

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

121. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

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

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

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

#### COMPANY'S SEAL.

124. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and 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 Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

#### ACCOUNTS.

125. *What accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters

in respect of which such receipts and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner as the registered office of the Company as the Directors think fit.

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

132. *Reserve fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may 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 shall think fit, or place the same on fixed deposit in any bank or banks.

133. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

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

137. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

138. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable, shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses, and may not be presented at the Company's bankers for payment within three years, shall rank as unclaimed dividends.

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

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

#### AUDIT.

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

142. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. 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.

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

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

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

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

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

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



## NOTICES.

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

150. *Shareholders to register address.*—Every Shareholder shall furnish the Company with 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.

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

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

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

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

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

## ARBITRATION.

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

## EVIDENCE.

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

## PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

158. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, on the days and dates hereinafter mentioned:—

C. M. GORDON.

JAMES J. PARK.

S. BROWN.

A. HOLLINGWORTH.

D. C. WILSON.

G. P. MADDEN.

B. R. LEWIS.

Witness to the signatures of the above-named C. M. GORDON, JAMES J. PARK, S. BROWN, A. HOLLINGWORTH, D. C. WILSON, G. P. MADDEN, and B. R. LEWIS, at Colombo, this Twenty-fifth day of July, 1914:

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



**The Ladang (Sumatra) Coconut Estates, Limited.**

Extraordinary General Meeting of the Shareholders of this Company will be held at 12 noon on Tuesday, September 1, 1914, at the registered office of the Company, Australia Buildings, York street, Colombo.

*Business.*

To discuss financial position.

By order of the Board,

Australia Buildings, CARSON & Co., LTD.,  
Colombo, August 10, 1914. Agents and Secretaries.

**The Clunes Estates Company of Ceylon, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at the registered office of the Company, No. 2, Queen street, Colombo, on Wednesday, September 9, 1914, at 12 noon, for the purpose of considering, and, if thought fit, of confirming as a special resolution the following resolution which was unanimously passed at an Extraordinary General Meeting of Shareholders, held on August 19, 1914, viz. :—

“That the new regulations or Articles of Association having been considered by this meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby approved; and that such regulations or Articles of Association be and they are hereby adopted as the regulations of the Company to the exclusion of and in substitution for all the existing regulations thereof.”

In the event of the above resolution being confirmed at the Extraordinary General Meeting of Shareholders to be held on September 9, 1914, an additional Extraordinary General Meeting of Shareholders will immediately afterwards be held, at the same place, for the purpose of considering and, if thought fit, of passing the following resolutions, viz. :—

(a) That each of the 7,500 Rs. 100 shares in the Company's capital be subdivided into ten shares of Rs. 10 each.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered so that the shares representing those now numbered 1 to 7,500 be re-numbered 1 to 75,000.

(c) That the Articles of Association be altered in the manner following, viz. :—

That in Article 7 the words “Seven thousand five hundred shares of one hundred rupees each” shall be deleted, and the words “Seventy-five thousand shares of ten rupees each” be substituted therefor.

(d) That out of the shares which have not yet been allotted, ten thousand shares numbered from 39,051 to 49,050 be called cumulative preference shares, and that the following rights, privileges, and conditions shall be attached thereto, that is to say :—

(1) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preferential dividend at the rate of 7 per cent. per annum on the capital for the time being paid up on such shares.

(2) The said cumulative preference shares shall rank in a winding up (a) as regards capital; and (b) as regards dividend (whether declared or not) up to the commencement of the winding up, in priority to the ordinary shares in the capital of the Company; but will not confer any further right to participate in profits or surplus assets.

(3) The said cumulative preference shares shall confer on the holders thereof the same right of voting at any General Meeting of the Company as the ordinary shares of the Company.

In the event of the above resolutions being passed by the necessary majority, they will be submitted for confirmation as special resolutions at an Extraordinary General Meeting of the Shareholders of the Company, to be held at the registered office of the Company, on Saturday, September 26, 1914, at 12 noon.

By order of the Directors,

WHITTALL & Co.,  
Colombo, August 19, 1914. Agents and Secretaries.

**Auction Sale.**

BY virtue of a commission issued to me by the District Court in partition case No. 11,380, D.C., Galle, I will sell by public auction, at the spot on Saturday, September 5, 1914, at 2 P.M., the following, to wit :—

The boutique, house, and premises bearing assessment No. 40, situated at High street, Galle Bazaar.

The property will be first put up for sale among the co-owners thereof at the price at which the same has been valued, if not purchased by anyone of them the property will be put for sale to the highest bidder among the public.

K. JOHN GABRIEL,  
Galle, July 20, 1914. Licensed Auctioneer.

**Auction Sale.**

In the District Court of Colombo.

Tolabeddege Manuel de Silva ..... Plaintiff.

Vs.

Kaluperuma Engracia Silva ..... Defendant.

BY virtue of the decree entered in case No. 38,634 of the District Court of Colombo, I, the undersigned, will sell by public auction at the spot at 5 P.M. on Saturday, August 29, 1914, all that half part of Delgahawatta, with the buildings thereon, bearing assessment No. 107, situated at Alutmawatta, within the Municipality of Colombo; in extent 16 22/100 perches.

For further particulars apply to D. E. Wanigesooriya, Esq., Proctor and Notary.

J. A. WIJESINGHE,  
Auctioneer.

**TRADE MARKS NOTICES.**

*Application No. 910.*

IN compliance with the provisions of “The Trade Marks Ordinances, 1888 to 1904,” as amended by the Ordinance Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Stone and Son, of Monument Buildings, Monument Square, London, E.C., England, Merchants, 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 milk and cream in Class 42 in the Classification of Goods in the above-mentioned Regulations :—



The essential particulars of the Trade Mark are the combination of devices and the word “Sun,” and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, August 19, 1914.

BERTRAM HILL,  
Registrar-General.



**Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended August 8, 1914.**

		Bags.			Bags.		
TO COLOMBO	From Ammapatam ..	441	TO GALLE	From Bombay ..	5		
	Bombay ..	278		}	Total ..	5	
	Calcutta ..	6,539					
	China ..	3,922					
	Coconada ..	29,132					
	Karikal ..	1,089					
	Negapatam ..	2,529					
	Penang ..	5,500					
	Singapore ..	58,533					
	Tuticorin ..	12,546					
Valangaman ..	704						
	Total ..	121,213					

H. M. Customs,  
Colombo, August 11, 1914.

A. H. PINDER,  
for Principal Collector.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF KANDY.

NOTICE is hereby given that the Chairman of the Municipal Council of Kandy will receive sealed tenders for the purchase of the under-mentioned Ferry Toll Rents of the Kandy Municipality from January 1, 1915, to December 31, 1915. The tenders, which must be in sealed envelopes, superscribed "Tender for Toll Rents," will be received at the Municipal Office until 8 A.M. on Saturday, September 19, 1914, when they will be opened, and all persons making tenders will be required to be present, and tender must be delivered in person.

2. The person whose tender is selected by the Chairman for submission to the Municipal Council will be required to deposit at once one-tenth of the purchase amount in cash; and should the tender be accepted by the Council, to furnish approved security for one-half of the whole purchase amount, or in cash for one-third of the whole purchase amount, within thirty days of the date of the receipt by him of the notification of the Council's acceptance of his offer. If deeds are tendered as security, the one-tenth cash deposit will be retained till the rent is closed.

3. He will also be required to deposit money to pay the fees of Counsel for examining and giving his opinion on the title deeds of properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Council's proctor for examining documents and drawing the security bond, and also the expenses of appraising the properties and of registering the security bond.

4. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

5. The renter shall be bound to provide and maintain, at his own expense, sufficient boats and boats' crew at the said ferry, the seaworthiness of the boats, and the number of the crew being subject to the approval of the Chairman, Municipal Council.

6. Further information regarding conditions of sale can be obtained on application to the Secretary, Municipal Council.

#### MUNICIPAL TOLLS.

- |                     |                     |
|---------------------|---------------------|
| 1. Gonawatta ferry. | 3. Hallbluwa ferry. |
| 2. Lewella ferry.   |                     |

Municipal Office,  
Kandy, August 12, 1914.

C. S. VAUGHAN,  
Chairman.

## ROAD COMMITTEE NOTICES.

### Election of a Member for the District Road Committee, Tamankaduwa.

A VACANCY having been caused by the death of a Member of the District Road Committee, Tamankaduwa: Notice is hereby given that, under the 26th clause of Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of the Member of the District Road Committee of Tamankaduwa District for the years 1914, 1915, and 1916, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee, North-Central Province, at least ten days before the day of election.

2. The election will be held on October 26, 1914, at 1 P.M. at the Gansabhawa at Topawewa, in terms of the 27th clause of the same Ordinance.

Provincial Road Committee, B. CONSTANTINE,  
Anuradhapura, August 13, 1914. Chairman.

### Branch Road from Rambadagalla to Galagama.

NOTICE is hereby given, under section 6 of Ordinance No. 14 of 1896, that the Provincial Road Committee, North-Western Province, intends to define the limits of the district, the estate in which will be assessed for the construction and maintenance of the road from the Rambadagalla and of the Mallowapitiya-Rambadagalla road to Galagama village in Madura korale, a distance of 5½ miles, more or less.

The meeting of the proprietors of estates interested will be held at the Kurunegala Kachcheri at 3 P.M., on Monday, August 31, 1914.

The Provincial Road Committee will, at the above time and place, take evidence, if necessary, and receive and consider objections.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman,  
Kurunegala, August 13, 1914.

**High Forest-Bramley 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 on Saturday, September 5, 1914, at Bramley Factory at 2.30 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. 808 on the maintenance estimate for the fifteen months ending September 30, 1914.
- (b) The sections of the road used by these estates.
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

Bramley Estate, T. H. WILLIAMS,  
Kandapola, August 10, 1914. Chairman, Local Committee.

**Brownlow-Luccombe Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. 311 of 1913-14.)

Government moiety	..	Rs. 1,000	
Private contributions	..	Rs. 1,010	
1st section, 35·20 lines.			
Total acreage, 2,978—Moiety of cost, Rs. 168·98—			
Sectional rate, ·0567c.—Total rate, ·0567c.			
Proprietor or Agents.	Estates.	Acreage.	Amount. Rs. c.
George Steuart & Co.	Kintyre	.. 288	.. 16 35
1st to 2nd section, 66·00 lines.			
Total acreage, 2,690—Moiety of cost, Rs. 147·94—			
Sectional rate, ·0549c.—Total rate, ·1116c.			
George Steuart & Co.	Bitterne	.. 169	.. 18 89
1st to 3rd section, 86·40 lines.			
Total acreage, 2,521—Moiety of cost, Rs. 97·97—			
Sectional rate, ·0388c.—Total rate, ·1504c.			
H. Williams	Ricarton and Leas-	.. 596	.. 89 76
George Steuart & Co.	Gangawatta	.. 186	.. 28 1
1st to 4th section, 127·60 lines.			
Total acreage, 1,739—Moiety of cost, Rs. 197·77—			
Sectional rate, ·1137c.—Total rate, ·2641c.			
E. & H. A. Webb	Mousakele	.. 278	.. 73 48
1st to 5th section, 158·40 lines.			
Total acreage, 1,461—Moiety of cost, Rs. 147·94—			
Sectional rate, ·1012c.—Total rate, ·3653c.			
C. H. Hood	Ekolsund	.. 310	.. 113 33
1st to 6th section, 184·80 lines.			
Total acreage, 1,151—Moiety of cost, Rs. 126·77—			
Sectional rate, ·1101c.—Total rate, ·4754c.			
F. R. Chapman	Nyanza	.. 397	.. 188 86
1st to 7th section, 204·34 lines.			
Total acreage, 754—Moiety of cost, Rs. 93·87—			
Sectional rate, ·1244c.—Total rate, ·5998c.			
Whittall & Co.	Rutherford	.. 276	.. 165 66
Do.	Luccombe and Heath-	.. 478	.. 286 90
	field		
Total			.. 981 24

N.B.—Private contributions	..	Rs. 1,010	0
Unexpended balance, 1912-13	..	28	76
Amount to be recovered on account 1913-14	..	981	24

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 22, 1914.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, August 10, 1914. Chairman.

**Norwood-Upcot Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the 15 months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	..	Rs. 3,100	
Private contributions	..	Rs. 3,131	
1st and 2nd sections, 1½ mile.			
Total acreage, 6,329½—Moiety of cost, Rs. 495·36—			
Sectional rate, ·0782c.—Total rate, ·0782c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
M. Elton Lane	Haloowella	.. 239½	.. 18 81
1st to 5th section, 3½ miles.			
Total acreage, 6,090—Moiety of cost, Rs. 990·69—			
Sectional rate, ·1626c.—Total rate, ·2408c.			
J. M. Robertson & Co.	Lanka and Craighill	204	.. 49 21
1st to 6th section, 4 miles.			
Total acreage, 5,886—Moiety of cost, Rs. 99·06—			
Sectional rate, ·0168c.—Total rate, ·2576c.			
R. Cotesworth	Stockholm	.. 283	.. 73 1
Do.	Lower Cruden	.. 194	.. 49 7
1st to 7th section, 4½ miles.			
Total acreage, 5,409—Moiety of cost, Rs. 297·21—			
Sectional rate, ·0549c.—Total rate, ·3125c.			
Geo. Steuart & Co.	Mahagala	.. 290	.. 90 75
1st to 8th section, 5½ miles.			
Total acreage, 5,119—Moiety of cost, Rs. 297·21—			
Sectional rate, ·0580c.—Total rate, ·3705c.			
C. P. Hayes	Mahanilu	.. 290	.. 107 58
1st to 9th section, 6 miles.			
Total acreage, 4,829—Moiety of cost, Rs. 198·14—			
Sectional rate, ·0410c.—Total rate, ·4116c.			
A. Sikes	Kincora	.. 245	.. 100 95
1st to 10th section, 6½ miles.			
Total acreage, 4,584—Moiety of cost, Rs. 297·21—			
Sectional rate, ·0648c.—Total rate, ·4764c.			
G. A. Craib	Gouravilla	.. 706	.. 336 56
Ceylon Tea Planta-			
tions Company	Alton	.. 225	.. 107 30
Do.	Beaconsfield	.. 168	.. 80 14
J. S. Stevenson	Blairavon	.. 177	.. 84 42
R. W. Braithwaite	Minna	.. 277	.. 132 9
1st to 12th section, 79/10 miles.			
Total acreage, 3,031—Moiety of cost, Rs. 455·71—			
Sectional rate, ·1503c.—Total rate, ·6267c.			
Mackwood & Co.	Scarborough	.. 276	.. 172 90
C. B. Prettijohn	Ormidale	.. 350	.. 219 48
Mackwood & Co.	Anandale	.. 296	.. 185 64
Whittall & Co.	Cleveland	.. 340	.. 213 23
Geo. Steuart & Co.	Caledonia & Meeria-		
	cotta	.. 409	.. 256 49
Do.	Suriakanda	.. 221	.. 138 62

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Fairlawn Estates Co.	Fairlawn	297	186 26
Do.	Glencoe (Bargany)	208	130 47
Scottish Ceylon Tea Company	Mincing Lane	194	121 69
D. Elkington	Ladbrook	208	130 47
Ceylon Tea Plantations Company	Upcot	232	145 51
Total			3,130 59

	Rs. c.
N.B.—Private contributions	3,131 0
Deduct unexpended balance, 1913-14.	0 41

Amount to be recovered on account 1913-14 3,130 59

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 22, 1914.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, August 10, 1914. Chairman.

#### Branch Road from Norwood Bridge to Maskeliya and Moray.

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 Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	Rs. 6,125
Private contributions	Rs. 6,160

1st section, 23·11 lines.

Total acreage, 16,739—Moiety of cost, Rs. 276·84—  
Sectional rate, ·1654c.—Total rate, ·1654c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Eastern Produce and Estates Company, Ltd.	Norwood	882	14 66

1st to 3rd section, 99·14 lines.

Total acreage, 15,857—Moiety of cost, Rs. 911·14—  
Sectional rate, ·0574c.—Total rate, ·0739c.

Mackwood and Co.	New Valley	457	33 90
M. Elton Lane	Haloowella	239½	17 77

1st to 5th section, 190·83 lines.

Total rate, 15,160½—Moiety of cost, Rs. 1,098·91—  
Sectional rate, ·0725c.—Total rate, ·1464c.

M. Elton Lane	Rockwood	153½	22 49
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1st to 7th section, 270·86 lines.

Total acreage, 15,007—Moiety of cost, Rs. 959·11—  
Sectional rate, ·0639c.—Total rate, ·2103c.

F. H. Gossage	Maskeliya	372	78 37
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1st to 8th section, 323·66 lines.

Total acreage, 14,635—Moiety of cost, Rs. 632·86—  
Sectional rate, ·0432c.—Total rate, ·2535c.

J. M. Robertson & Co.	Glentilt	467	118 56
Sir Thomas Lipton	Bunyan	398	78 22
Do.	Ovooca	255	64 77
J. M. Robertson & Co.	Mocha	588	149 26
R. A. Galton	Queensland	281	71 37
J. M. Robertson & Co.	Craighill and Lanka	204	51 83
Whittall & Co.	Bloomfield	262	66 55
Do.	Mottingham	258	65 53
E. H. Bent	Dunottar	187	47 52
Colombo Commercial Company, Limited	Emelina	205	52 9

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Whittall & Co.	Brunswick	256	63 51
Do.	Caskieben	206	52 35
Do.	Midlothian	244	61 99
J. M. Robertson & Co.	Deeside	441	111 98
William Rollo (George Steuart & Co.)	Glenugie	377	95 74
Do.	Bargrove	205	52 10
C. B. Prettijohn	Strathspey	231	58 69
G. B. de Mowbray	Dotale	108	27 49
W. W. Hood (C. H. Hood)	Braemer	151	38 40
C. H. Hood	Kelaniya	191	48 55

1st to 9th section, 363·26 lines.

Total acreage, 9,210—Moiety of cost, Rs. 474·58—  
Sectional rate, ·0515c.—Total rate, ·3050c.

Geo. Steuart & Co.	Brownlow and Tarf	583	178 4
Do.	Gangawatta	186	56 86
E. & H. A. Webb	Mousakele	278	84 94
C. H. Hood	Ekolsund	310	94 71
F. R. Chapman	Nyanza	397	121 27
Whittall & Co.	Luccombe and Heathfield	478	145 89
Do.	Rutherford	276	84 33
Lambert L. Pieris	Hapugastenne	601	183 53

1st to 11th section, 402·86 lines.

Total acreage, 6,101—Moiety of cost, Rs. 474·30—  
Sectional rate, ·0777c.—Total rate, ·3827c.

Geo. Steuart & Co.	Kintyre	288	110 38
Do.	Bitterne	169	64 51
H. Williams	Rikarton and Leas-ton	596	225 34

1st to 12th section, 420·28 lines.

Total acreage, 5,048—Moiety of cost, Rs. 208·68—  
Sectional rate, ·0413c.—Total rate, ·4240c.

A. N. Greig	Laxapana, York, and John's Land	866	367 52
F. J. Reiss	Blantyre	239	101 39
Do.	St. Andrew's	321	136 29
C. Johnson	Dalhouseie	289	122 70
Do.	Situlaganga	143	60 76
A. N. Greig	Suluganga	155	65 85

1st to 13th section, 473·08 lines.

Total acreage, 3,035—Moiety of cost, Rs. 632·83—  
Sectional rate, ·2085c.—Total rate, ·6325c.

E. H. Etches	Forres	387	244 98
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1st to 14th section, 513·80 lines.

Total acreage, 2,648—Moiety of cost, Rs. 487·98—  
Sectional rate, ·1842c.—Total rate, ·8167c.

Uplands Tea Estates Co.	Moray and Valla-dolid	461	376 76
Do.	Geddes	198	161 87
Do.	Corfu	187	152 88
Do.	Rajamalle	212	173 31
R. MacLure	Gartmore Group, Larchfield, Gartmore, Bevys, and Frogmore	848	692 97
S. B. Bell	Adam's Peak	742	606 36

Total .. 6,157 13

N.B.—Private contributions	6,160 0
Unexpended balance, 1912-13	3 87

Amount to be recovered on account of 1913-14 5,157 13

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 29, 1914.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, August 12, 1914. Chairman.

**Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).**

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, September 19, 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. 300.00
Private contributions	Rs. 307.50

Proprietors or Agents.	Estates.	Acreage.
Wanarajah Tea Company of Ceylon, Limited	Wanarajah	345
South Wanarajah Tea Estates Company	South Wanarajah	250
Ceylon Proprietary Company	Summerville	239
K. D. Kershaw	Blair Athol	306
A. Anson	Carfax	298
K. Rollo and Mrs. Mercer	Gorthie	308
Whittall & Co.	Dunkeld	237
Castlereagh Estate Company	Castlereagh	511
Whittall & Co.	Banff	211
Do.	Elstree	167
Lethenty Tea Estates Company (H. G. Eccles)	Lethenty and Essex	320
Do.	Marlborough	253
Do.	Blairgowrie	114
Lethenty Tea Estates Co. (H. G. Eccles)	Claverton	198
Uplands Tea Estates of Ceylon	Osborne	441
Lethenty Tea Estates Company (H. G. Eccles)	Broad Oak	306

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

C. S. VAUGHAN,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, August 7, 1914.

**Bathford Valley Branch Road.**  
(Storm Damages.)

NOTICE is hereby given that 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, No. 14 of 1896, will on Saturday, September 19, 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 contribution	Rs. 265.00
Private contribution	Rs. 271.62

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
O. Estates Company, Limited	Darawella	675
Wanarajah Tea Company of Ceylon, Limited	Menikwatta	478
Battalgalla Tea Estates Company	Hadley	228
Scottish Ceylon Tea Company, Limited	Invery	306
Vogan Tea Company	Stamford Hill No. 1	138
Do.	Stamford Hill No. 2	138
Scottish Ceylon Tea Company, Limited	Waterloo	207
Cumberbatch & Co.	Annfield	289
Sir C. Hartley (A. Craib)	Kinloch	122
R. H. S. Scott	Ottery	381
Trustees of G. Steuart & Co.	Erlsmere	173
Trustees of the late W. H. Walker	Roscrea and Dorothea	205

Proprietors or Agents.	Estates.	Acreage.
J. W. Holt (A. Craib)	St. Ley's	130
Battalgalla Estates Co.	Battalgalla	444
Lanka Tea Estates Co. (T. W. MacLoughlin)	Gonagalla	189
Do.	Paramatta	136
Do.	Fordyce	448
Do.	Garbawn	147
Vogan Tea Estates Company	Barkindale	81
Chas. Mackwood & Co.	Bathford	219
Hornsey Tea Estates Company, Limited	Hornsey	251
Whittall & Co.	Ingestre	737
Hornsey Tea Estates Company, Limited	Abercainrey	222
C. Mackwood & Co.	Berat	226
C. L. Davis	Blinkbonnie	223
The Ceylon Tea Plantation Company, Limited	Tillyrie	754
South Wanarajah Co.	Poyston	316
J. M. Power and C. Johnson	Bon Accord	163

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

C. S. VAUGHAN,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, August 18, 1914.

**Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).**  
(Drains to Cooly Lines).

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 constructing drains to cooly lines on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, September 19, 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. 95.00
Private contributions	Rs. 97.37

Proprietors or Agents.	Estates.	Acreage.
O. Estates Company, Limited	Darawella	675
Wanarajah Tea Company of Ceylon, Limited	Menikwatta	478
Battalgalla Tea Estates Co.	Hadley	228
Scottish Ceylon Tea Company, Limited	Invery	306
Vogan Tea Company	Stamford Hill No. 1	138
Do.	Stamford Hill No. 2	138
Scottish Ceylon Tea Company, Limited	Waterloo	207
Cumberbatch & Co.	Annfield	289
Sir C. Hartley (A. Craib)	Kinloch	122
R. H. S. Scott	Ottery	381
Trustees of G. Steuart & Co.	Erlsmere	173
Trustees of the late W. H. Walker	Roscrea & Dorothea	205
J. W. Holt (A. Craib)	St. Ley's	130
Battalgalla Tea Estates Co.	Battalgalla	444
Lanka Tea Estates Co. (T. W. MacLoughlin)	Gonagalla	189
Do. (do.)	Paramatta	136
Do. (do.)	Fordyce	448
Do. (do.)	Garbawn	147
Vogan Tea Estates Company	Barkindale	81
Chas. Mackwood & Co.	Bathford	219
Hornsey Tea Estates Company, Limited	Hornsey	254
Whittall & Co.	Ingestre	737
Hornsey Tea Estates Company, Limited	Abercainrey	222
C. Mackwood & Co.	Berat	226
C. L. Davis	Blinkbonnie	223
The Ceylon Tea Plantation Company, Limited	Tillyrie	754



Proprietors or Agents.	Estates.	Acreage.
South Wanarajah Co.	.. Poyston	.. 316
J. M. Power and C. Johnson	.. Bon Accord	.. 163

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, August 18, 1914. Chairman.

#### Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

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 Roads Ordinance, 1896," will on Saturday, September 19, 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. 1,750.00
Private contributions	.. Rs. 1,767.50

#### 1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
O. Estates Company, Limited	Darawella	.. 675
Wanarajah Tea Company of Ceylon, Limited	.. Menikwatta	.. 478
Battalgalla Tea Estates Co.	.. Hadley	.. 228
Scottish Ceylon Tea Company, Limited	.. Invery	.. 306
Vogan Tea Company	.. Stamford Hill No. 1	.. 138
Do.	.. Stamford Hill No. 2	.. 138
Scottish Ceylon Tea Company, Limited	.. Waterloo	.. 207
Cumberbatch & Co.	.. Annfield	.. 289
Sir C. Hartley (A. Craib)	.. Kinloch	.. 122
R. H. S. Scott	.. Ottery	.. 381
Trustees of G. Steuart & Co.	.. Erlsmere	.. 173
Trustees of the late W. H. Walker	.. Roscrea & Dorothea	.. 205
J. W. Holt (A. Craib)	.. St. Ley's	.. 130

#### 1st to 3rd section, 3 miles.

Battalgalla Tea Estates Co.	.. Battalgalla	.. 444
Lanka Tea Estates Co. (T. W. MacLoughlin)	.. Gonagalla	.. 189
Do. ( do. )	.. Paramatta	.. 136
Do. ( do. )	.. Fordyce	.. 448
Do. ( do. )	.. Garbawn	.. 147
Vogan Tea Estates Company	.. Barkindale	.. 81

#### 1st to 4th section, 4 miles.

Chas. Mackwood & Co.	.. Bathford	.. 219
Hornsey Tea Estates Company, Limited	.. Hornsey	.. 251

#### 1st to 5th section, 5 miles.

Whittall & Co.	.. Ingestre	.. 737
Hornsey Tea Estates Company, Limited	.. Abercairney	.. 222
C. Mackwood & Co.	.. Berat	.. 226
C. L. Davies	.. Blinkbonnie	.. 223

#### 1st to 7th section, 6.60 miles.

The Ceylon Tea Planattion Company, Limited	.. Tillyrie	.. 754
South Wanarajah Co.	.. Poyston	.. 316
J. M. Power and C. Johnson	.. Bon Accord	.. 163

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, August 18, 1914. Chairman.

#### Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the fifteen months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, September 19, 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. 530.00
Private contributions	.. Rs. 535.30

#### 1st section, ½ mile.

Proprietors or Agents.	Estates.	Acreage.
Rangala Tea Co. (W. Sinclair)	.. Ranwella	.. 200

#### 1st to 4th section, 1½ mile.

Galaha Ceylon Tea Estates and Agency Co., Ltd.	.. Cottaganga	.. 590
M. L. Wilkins	.. Gonawela	.. 560
C. J. Pattenson	.. New Tunisgala and Girindiella	.. 734

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, August 18, 1914. Chairman.

#### Ulapane-Riverside Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road, for the fifteen months ending September 30, 1914, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, September 19, 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. 1,500
Private contributions	.. Rs. 1,515

#### 1st to 3rd section, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies	Mahavilla	.. 321
Do. (Geo. Bunzee)	.. Weliganga and Halgolla	.. 204

#### 1st to 6th section, 3 miles.

Messrs. Lee Hedges & Co. (Philip Hanbury)	.. Kanapediwatta	.. 393
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#### 1st to 9th section, 4 miles 32 chains.

The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland, Superintendent)	.. Riverside	.. 390
The English and Scottish Co-operative Wholesale Societies	Dambagalla	.. 98
Do.	.. Nugawella	.. 195

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, August 18, 1914. Chairman.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,426 of July 31, 1914.

*The Dunlop Rubber Company, Limited, and Emil Mosinger.*

"Improvements in or relating to the manufacture of crude rubber."

*Abstract:—*

The inventor states:—

This invention relates to the manufacture of crude rubber and has reference to the coagulation of latex, the chief object being to effect such coagulation in a simple, rapid, and effective manner.

According to the present invention the latex is treated with a solution of an easily dissociated (ionised) metallic salt or mixture of such salts.

Suitable salts are the chlorides of aluminium, bismuth, and zinc. A suitable salt solution for carrying out the invention upon, say, one hundred cubic centimeters (100 cc.) of latex, is obtained by dissolving a gramme of aluminium chloride (Al Cl<sub>3</sub>), bismuth chloride (Bi Cl<sub>3</sub>), or zinc chloride (Zn Cl<sub>2</sub>), or one gramme of a mixture of two or all of these salts, in ten cubic centimetres (10 cc.) of water, although the invention is not limited to a solution of this particular strength. On mixing and stirring the two liquids for a short time at the ordinary atmospheric temperature, coagulation is effected.

The coagulation effect of the metallic salt solution may be explained as due to the application of a low electrical charge to the latex, the hydrolysed salt solution containing many ions, particularly hydrogen ions (+ H. ions), which discharge the almost neutral colloidal particles of the latex, and thereby effect immediate coagulation. The coagulated product is found to possess physical properties that considerably increase its value for commercial purposes.

The claims are:—

1. The coagulation of latex, by treating the same with a solution of an easily dissociated (ionised) metallic salt or mixture of salts, for the purpose specified.
2. The coagulation of latex, by treating the same with an aqueous solution of aluminium chloride, bismuth chloride, or zinc chloride, or a mixture of these salts, substantially as and for the purpose specified.
3. The coagulation of latex, by stirring an aqueous solution of aluminium chloride, bismuth chloride, or zinc chloride with the latex, the proportion being about one gramme of the chloride in ten cubic centimetres of water to one hundred cubic centimetres of latex.

No drawings.

E. HUMAN,  
Registrar of Patents.

THE following Specification has been accepted:—

No. 1,427 of August 6, 1914.

*George Lewis Gilberthorpe.*

"Improvements relating to buckles and means for fastening same."

*Abstract:—*The inventor states:—

This invention relates to an improved buckle which is intended to supersede the ordinary combined tongue and chape buckle, and to wholly dispense with the piercings commonly made in leather and fabric straps and bands to admit of the tongue being inserted therein, a number of such piercings being provided to meet the varying dimensions of articles, &c., which it is required to encircle.

The invention can be applied to all kinds of leather and fabric strappings which require to be secured in variable positions, and is capable of being more accurately adjusted, and much more quickly and securely fastened than ordinary tongue buckles may be.

Its construction embraces the use of a main keeper frame having parallel side pieces set the width of the strap apart, and joined together by two or more transverse bars designated keeper and seating bars. To the former one end of the strap is secured, while the latter is used to take the transverse pressure of a tumbling plate carried upon side projecting pins which are inserted in the parallel parts of the keeper frame. These may be upwardly flanged for the purpose. There may be two such tumbling plates, one made to overlap the other and having a turned over part arranged to interlock with the sub-tumbler. Each tumbler is made a suitable width to allow its gripping edge, which is on the heavy side of the pivots, coming sufficiently near to its companion seating bar, that when the leather or fabric is placed between them a tightening and gripping contact may be produced when the material is strained in the desired direction. The tumbler or tumblers may be made in a variety of shapes, slightly curved downwardly from the projecting pin, the reverse edge being curved in the contrary direction, so that when the strain on the fabric is oppositely applied, the tumbler will kick away from the fabric and a reverse motion be imparted to it, which will wholly free the material and provide for the smooth running of the fabric between the parts. The keeper frame may be formed with flat marginal parts to give it the appearance of an ordinary buckle, and the flanges to receive the tumbler plate pins may be turned at right angles thereto.

The buckle is equally serviceable for heavy and light leather and fabrics, the tumbler in either case being capable of short gripping adjustment by which slack is avoided, such as occurs in straps which are pierced and associated with a tongued buckle.

The invention can be applied as a fastening for wearing apparel and harness and such like.

The claims are:—

1. In an improved buckle adapted to secure between its fixed and movable gripping parts either a leather or fabric strap or band, a main keeper frame, consisting of an inner attachment bar (alike serviceable as a seating bar), to which an end part of the strap or band may be secured, a further seating bar, set at a suitable distance from the said attachment seating bar, a keeper bar separated from the said further seating bar by an opening through which the free end of the strap or band may be inserted to be laid over the further seating bar and continued therefrom over the aforesaid attachment seating bar, a further keeper bar separated by an opening from the attachment seating bar, such opening forming a passage for the free end to enter and pass under the further keeper bar, and verticle side pieces which are an integral part of the said seating, attachment, and keeper bars, the said verticle side pieces having piercings adapted to receive and support the pivots of a tumbling plate or plates suspended above the said keeper frame, as described and shown, and for the purposes set forth.

2. In an improved buckle adapted to secure between its fixed and movable gripping parts either a leather or fabric strap or band, a main keeper frame, consisting of an inner attachment bar (alike serviceable as a seating bar), to which an end part of the strap or band may be secured, a further seating bar set at a suitable distance from the said

attachment seating bar, a keeper bar separated from the said further seating bar by an opening through which the free end of the strap or band may be inserted to be laid over the further seating bar and continued therefrom over the aforesaid attachment seating bar, a further keeper bar separated by an opening from the attachment seating bar, such opening forming a passage for the free end to enter and pass under the further keeper bar, and flat side pieces which are an integral part of the said seating, attachment, and keeper bars, vertical flanges formed on the said flat side pieces, and piercings therein adapted to receive and support the pivots of a tumbling plate or plates suspended above the said keeper frame, as described and shown, and for the purposes set forth.

3. The combination, with the main keeper buckle frame, of a tumbling plate formed with pivots to suspend the same, a gripping edge formed transversely along the forward side of the said plate parallel to the pivots in the ends of the said plate, a further gripping edge formed parallel to the said pivots and to the said forward gripping edge, both of the said gripping edges being adapted, when the plate is suspended, to be in contact with the fabric arranged between the said gripping parts and respectively the attachment bar and the seating bar of the keeper frame, as described and shown, and for the purposes set forth.

4. In a tumbling plate buckle, the combination of two pivoted tumbling plates suspended in the verticle sides of the main keeper frame, the gripping edges on the said plates oppositely disposed in the said frame, the one plate having a hook formation and the other plate a piercing, the hook formation being adapted to enter the piercing of the other plate and thereby engaging both plates and interlocking them, as described and shown, and for the purposes set forth.

5. In a buckle frame adapted to support a tumbling plate of the kind described in Claim 3, the verticle side pieces forming part of the said frame, and forwardly extended over the foundation part of the said frame, to provide an opening through which the material to be held by the tumbling plate may be inserted, as described and shown, and for the purposes set forth.

One sheet of drawings.

E. HUMAN,  
Registrar of Patents.

## LOCAL BOARD NOTICES.

### Notice of Sale, Local Board, Kalutara.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of Ordinance No. 16 of 1865 for default of payment of assessment tax due for the 2nd quarter, 1914, will be sold by public auction at the premises on Thursday, September 3, 1914, and following days, commencing at 10 A.M.

Kalutara Kachcheri,  
August 17, 1914.

W. E. GRENIER,  
for Assistant Government Agent.

#### List of Properties seized for Non-payment of Assessment Tax for 2nd Quarter, 1914, of Desastra Kalutara.

No.	Name of Owner.	Name of Premises.
658-840	.. M. Lorence Perera ..	.. Kutkawatta
687	.. Mantunga Saradiel ..	.. Mawatabadamohawatta
846	.. D. D. de Silva Wijenayaka ..	.. Wawalayawatta
858-1023½	.. James de Fonseka and others ..	.. Puwakgewatta <i>alias</i> Hawadiyawatta
878-879	.. Dombagahapatirage Davith Peiris ..	.. Bandarawatta
929	.. Carolis de Fonseka and others ..	.. Gallidawatta
930	.. C. B. S. Wijenayake ..	.. do.
944	.. Carolis de Fonseka ..	.. Dodangahawatta
971	.. Mudaliyar Simon Fonseka ..	.. Moderawatta
973	.. Do. ..	.. Tuduwewatta
988½	.. W. W. Don Adrian and others ..	.. Kokiyaawatta
997	.. Estate of Lewis Perera ..	.. Kopparapitiya <i>alias</i> Kokiyaawatta
1,014	.. D. D. de Silva Wijenayaka ..	.. Sundarayawatta
1,133	.. Agampodi Andris de Soysa ..	.. Kerellagahawatta
1,140	.. Kaludewage Allis Fernando and others ..	.. Palajjawatta
1,140½	.. Kaludewage Simon Fernando and others ..	.. do.
1,158	.. Lankapura Simon Fernando ..	.. Madangahawatta
1,159-1,160	.. Akuraliyahunuge Angoris Fernando ..	.. Katukurundagahawatta
1,165	.. K. James Fernando ..	.. Kottambagahawatta
1,226	.. Hembatantirige Samel Perera's estate ..	.. Kiripelagahawatta

### Local Board, Chilaw.

IN terms of Excise Notification No. 9, Chapter IV., paragraph 4 (published in the *Government Gazette* No. 6,562 of May 16, 1913), it is hereby notified for general information that it is proposed that for the ensuing renting period, viz., from October 1, 1914, to September 30, 1915, the foreign liquor tavern license No. 3 issued in favour of J. J. Fernando, at the Puttalam-Chilaw road, in the town of Chilaw, be abolished.

2. Regarding the proposed abolition of the above license, I am prepared to receive any written representations at the Office of the Chilaw Local Board up to 2 P.M. on Saturday, October 3 next, and also to hear any verbal representations at the above-mentioned time and place.

Local Board Office,  
Chilaw, August 21, 1914.

W. H. B. CARBERY,  
Chairman.