



Ceylon Government Gazette

Published by Authority.

No. 6,684 — FRIDAY, NOVEMBER 27, 1914.

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and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE STEAMSHIP OWNERS' MUTUAL COALING ASSOCIATION OF COLOMBO, LIMITED.

1. The name of the Company is "THE STEAMSHIP OWNERS' MUTUAL COALING ASSOCIATION OF COLOMBO, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To carry on at Colombo in the Island of Ceylon, and/or elsewhere, on the basis of mutual or co-operative principle or otherwise the business or businesses of coal merchants, and contractors for the supply of coal to steamers, and any business connected therewith, carriers by water, steamship and barge owners, proprietors of wharves, jetties, piers, boats, warehouses and stores, wharfingers, forwarding agents, ship and commission agents, merchants for the supply of ships' stores of all kinds, and to carry on all or any of such businesses in all their branches.
 - (2) To buy, sell, manipulate, import and export, and deal in all substances, apparatus, and things capable of being used in any such businesses as aforesaid, or required by any members or customers of or persons having dealings with the Company, either in connection with or in addition to any business hereby authorized or otherwise calculated directly or indirectly to enhance or render profitable any of the Company's property, rights, or business for the time being.
 - (3) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, concessions, estates and properties in the Island of Ceylon, or elsewhere, and any rights of way, water and other rights, privileges, easements and concessions, and any machinery, implements, tools, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (4) 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.
 - (5) 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.

- (6) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concessions, 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.
- (7) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, or elsewhere.
- (8) To lend money on any terms and in any manner and on any security, and in particular on the security of bills of lading, warrants, shares, debentures or book debts, or without any security at all.
- (9) 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.
- (10) To take, purchase or acquire, by exchange or otherwise, and to hold any shares (whether fully or partly paid), stock, debentures, debenture stock, or other securities in or of any other company, and to cause such shares, securities, or any of them to be vested in or held by nominees or a nominee for and on behalf of the Company.
- (11) To purchase or acquire, by exchange or otherwise, and to undertake all or any part of the good will, business, undertaking, property, assets, and liabilities of any person or persons or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company, and to conduct and develop or wind up and liquidate such business.
- (12) To give to any person or company special rights and privileges in connection with or control over the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (13) To take part in the management, supervision, and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, trustees, accountants, or other experts or agents.
- (14) To subsidize and assist any person or companies, and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations, and to guarantee the performance of contracts by customers or other persons or companies.
- (15) To give to any director, officer, shareholder, servant or employé of the Company any share or interest in the profits of the Company's business, or any branch thereof, and for that purpose to enter into any arrangements the Company may think fit.
- (16) To apply for at the cost of the Company and obtain the confirmation of any court for enabling the Company to extend its objects or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient.
- (17) To organize, start, and furnish depôts for the sale of coal, or buy, or join in buying, a share or the whole of existing depôts for the sale of coal in any part of the world.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (22) 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.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "persons" 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 Six hundred thousand Rupees (Rs. 600,000) divided into Forty thousand (40,000) shares of Fifteen Rupees (Rs. 15) each, carrying with them the right to a non-cumulative dividend of not exceeding six per centum per annum, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be sub-divided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise. Provided that if and whenever the capital of the Company is divided into shares of various classes, the rights and privileges of any class shall not be modified or varied, except in the manner from time to time provided by the regulations of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
SPENCER SHELLEY, Colombo	One hundred
TREVOR S. STEWART, Colombo	One hundred
J. C. R. DELMEGE, Colombo	One hundred
J. E. MOXEY, London	One hundred
CHAS. GUTTMANN, London	One hundred
J. A. B. CARVER, Colombo	One hundred
A. A. DELMEGE, London	One hundred

Witness to the signatures of SPENCER SHELLEY, TREVOR S. STEWART, and J. C. R. DELMEGE, at Colombo, this 7th day of April, 1914:

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

Witness to the signatures of J. E. MOXEY, CHAS. GUTTMANN, J. A. B. CARVER, and A. A. DELMEGE, at London, this 14th day of July, 1914:

A. R. BESANT,
Solicitor, Supreme Court, London, England.

ARTICLES OF ASSOCIATION ON THE STEAMSHIP OWNERS' MUTUAL COAL ASSOCIATION OF COLOMBO, 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 Steamship Owners' Mutual Coaling Association of Colombo, 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 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.

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 shall proceed to carry out the objects for which it is established, and for that purpose the Directors shall forthwith affix the seal to an agreement which has already been prepared and is expressed to be made between the Company of the one part and Delmege & Company, Limited (Delmege, Reid & Co.,

Colombo) of the other part, a copy whereof has for the purposes of identification been subscribed by de Saram, Proctor of Colombo, under which the said Delmege, Reid & Co. (Delmege & Company, Limited) are appointed managers of the Company, with full power nevertheless to agree to any modification of the terms thereof either before or after its execution. The Company is formed upon the basis that the said agreement shall be adopted with or without such modification as aforesaid, and no objection shall be taken thereto nor shall any promoter or Director be liable to account to the Company for any benefit or profit derived by him thereunder. The Directors may employ and apply the capital subscribed 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.

CAPITAL.

6. *Nominal capital.*—The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000) divided into Forty thousand (40,000) shares of Fifteen Rupees (Rs. 15) each, carrying the right to a non-cumulative dividend of not exceeding six per cent. per annum.

7. *Application.*—All applications for shares must be made in the subjoined form or in any other form from time to time required or authorized by the Directors:—

Form of Application.

The Steamship Owners' Mutual Coaling Association of Colombo, Limited.

To the Directors of The Steamship Owners' Mutual Coaling Association of Colombo, Limited.

GENTLEMEN, $\frac{I}{WE}$ HAND you herewith cheque for _____, being payment in full for _____ shares of Rupees 15 each (£1) in the above Company, which $\frac{I}{we}$ request you will allot to $\frac{me}{us}$ and which $\frac{I}{we}$ hereby agree to accept, or any less number that you may allot to $\frac{me}{us}$ upon the terms of the Memorandum and Articles of Association of the Company, and in particular subject to the conditions and with the rights hereafter mentioned, and $\frac{I}{we}$ authorize you to place $\frac{my}{our}$ name on the Register of Shareholders in respect of any such shares so allotted to $\frac{me}{us}$.

In consideration of your allotting to $\frac{me}{us}$ such shares $\frac{I}{we}$ undertake to support the Company to the full extent of $\frac{my}{our}$ ability by taking from it $\frac{my}{our}$ bunker coal requirements at the port of Colombo or at any other port or place at which the Company may hereafter carry on business, subject to the condition that if at any time it shall be manifest that $\frac{my}{our}$ interest would be better served by purchasing $\frac{my}{our}$ coals of some other firm or company $\frac{I}{we}$ shall be at liberty to do so without such action on $\frac{my}{our}$ part being regarded as any breach of $\frac{my}{our}$ undertaking as above defined.

In further consideration of your allotting to $\frac{me}{us}$ such shares $\frac{I}{we}$ undertake, in the event of $\frac{my}{our}$, during the space of any two consecutive years, not taking coals from the Company at Colombo, or elsewhere as aforesaid, that $\frac{I}{we}$ will upon being required so to do transfer the shares so allotted to $\frac{me}{us}$, according to and upon the terms and conditions from time to time provided by the Articles of Association of the Company.

Yours faithfully,

Usual Signature: _____

Name in full: _____

Address in full: _____

Profession or business: _____

8. *Conditions and rights attaching to shares and allotment and issue.*—All shares in the Company whether held by virtue of subscription to the Memorandum of Association, or by virtue of allotment on application, transfer, transmission, or otherwise, shall be deemed to be held *mutatis mutandis* under and subject to the conditions and stipulations and with the rights and privileges specified in the form of application appearing in Article 7 hereof, or in such other form of application as may from time to time be required or authorized by the Directors as provided in Article 7 hereof. 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 shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any 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.

INCREASE OF CAPITAL.

9. *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.

10. *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 if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

11. *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.

12. *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 transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARE.

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

SHARE CERTIFICATES.

14. *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.

15. *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 One Rupee shall be payable for such new certificate.

16. *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 AND TRANSMISSION OF SHARES.

17. The shares held by a member who shall not for the space of any two consecutive years have taken from the Company the calls required by him, at Colombo, or at any other port or place at which the Company may hereafter carry on business, shall at the option of the Company be transferred to such person or persons, *firm or Company*, being members of the Company, as the Directors shall require on payment of the par value thereof, or such fair value as is hereinafter defined, and on failure thereof the Directors shall be entitled to resolve that such shares shall be forfeited.

18. The instrument of transfer of any share shall be in writing in the usual common form, and 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.

19. Before registration of any transfer, the instrument of transfer shall be left at the office of the Company, together with the certificate of the shares to be transferred, and together with any other evidence the Directors may require to prove the title of the transferor, and the transfer shall thenceforward, subject to production at all reasonable times, at the request of the transferor or transferee or the assigns of the transferee, be kept by the Company.

20. The Company may charge in respect of the registration of any transfer or transmission of shares, such sum not exceeding Two Rupees as the Directors shall from time to time prescribe, and such sum shall, if required by the Directors, be paid before such registration.

21. The transfer books may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

22. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only person recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognized as having any title to or interest in such shares.

23. Subject to the foregoing regulations as to transfer of shares, the following provisions shall have effect:—

- (1) A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but, save as aforesaid, and as provided by sub-clause 8 of this Article, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value as hereinafter defined.
- (2) Except where the transfer is made pursuant to sub-clause (1) or (8) of this Article, the person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the vendor's price"), and shall constitute the Company his agent for the sale of the share to any member of the Company, or person selected as aforesaid at the vendor's price, or (at the option of the purchaser) at the fair value as hereinafter defined. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desire to sell. A transfer notice shall not be revocable except with the sanction of the Directors.
- (3) If the Company shall within the space of twenty-eight days after being served with such notice, find a member willing to purchase the share (hereinafter called "the purchasing member") and give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing member.
- (4) The Company shall at each Annual General Meeting, by resolution, determine the fair value of each share of the Company, and the value so determined shall, for all purposes of this Article, be deemed to be the fair value of a share as from the date of the Annual General Meeting of the Company until the end of the next succeeding Annual General Meeting. In the case of any transfer notice served before the Annual General Meeting to be held in the year 1915, the Directors shall determine the fair value of the shares comprised in every such notice.
- (5) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

- (6) If the Company shall not within the space of twenty-eight days after being served with the transfer notice find a member willing to purchase all the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within six calendar months after the expiration of the said period of twenty-eight days, be at liberty to sell and transfer the said shares, or such of them as have not been sold, to a purchasing member to any person and at any price.
- (7) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.
- (8) Any share may be transferred by a member to any other member, or to any son, daughter, grandson, granddaughter, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a member, and any share of a deceased member may be transferred by his executors or administrators to a member or to any son, daughter, grandson, granddaughter, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, brother-in-law, widow or widower of such deceased member, to whom such deceased member may have specifically bequeathed the same, or who may be entitled to the residuary estate of such deceased member, or any part or share of such residuary estate and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will, and the restrictions in sub-clause (1) of this article contained shall not apply to any transfer authorized by this sub-clause.

24. Any guardian of an infant member, any committee of a lunatic member, and any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this article, or of his title, as the Directors think sufficient, may, subject to the regulations as to transfers hereinbefore contained, transfer such shares to himself or any other person.

SURRENDERED OR FORFEITED SHARES.

25. *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.

26. *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.

27. *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.

28. (a) *Certificates of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, such purchaser thereupon shall be deemed the holder of such share, 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 upon compliance with the required conditions 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, but no share *bond fide* sold, re-allotted, or otherwise disposed of under Article 26 hereof, shall be redeemable after sale or disposal.

29. *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.

30. *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 shares the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

31. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 28 and 30 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue, if any, paid to such Shareholder or his representatives.

32. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 30 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

33. *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.

34. *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.

35. *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.

36. *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.

BORROWING POWERS.

37. *Power to borrow.*—The Directors shall have power 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. The Directors may, for the purpose of securing the repayment of any such sum or sums of moneys 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. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors.

MEETINGS

38. *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.

39. *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.

40. *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.

41. *Extraordinary General Meeting.*—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.

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

43. *Fourteen days' notice of meeting to be given.*—Fourteen 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 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.

44. Whenever it is intended to pass a special resolution, the two meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

45. *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.

46. *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.

47. *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 two or more persons being Shareholders entitled to vote or persons holding proxies from Shareholders.

48. *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.

49. *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.

50. *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.

51. *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.

52. *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.

53. Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, and in the case of an equality of votes, the Chairman shall, both on show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Shareholder. On a show of hands a Shareholder present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands, though not himself a Shareholder.

54. At any General Meeting, unless a poll is demanded by the Chairman, or by at least five Shareholders, or by a Shareholder or Shareholders holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

55. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, 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 may be withdrawn.

56. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

57. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting, and without adjournment.

58. 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.

59. On a show of hands every Shareholder present in person and entitled to vote shall have one vote, and upon a poll every Shareholder present in person or by proxy and entitled to vote shall have one vote for every share held by him.

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

61. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, duly authorized in writing, or if such appointor is a corporation, under its common seal. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, but a corporation, being a member of the Company may appoint any one of its officers to be its proxy, although such officer is not a member of the Company.

62. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting, or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.

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

“The Steamship Owners' Mutual Coaling Association of Colombo, Limited.

“I, _____, of _____, a member of the Steamship Owners' Mutual Coaling Association of Colombo, Limited, hereby appoint A. B., of _____ or failing him, C. D., of _____ or failing him, E. F., of _____, as my proxy, to vote for me and on my behalf at the Ordinary (or Extraordinary) General Meeting of the Company to be held on the _____ day of _____, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

“As witness my hand this _____ day of _____.”

64. No member shall be entitled to be present, or to vote on any question, either personally or by proxy, or as proxy for another member, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

65. Any resolution passed by the Directors, notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given, and which shall, within one month after it shall have been so passed, be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting, but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Ordinance or these presents ought to be dealt with by special or extraordinary resolution.

66. *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) except at the meeting or poll at which such vote shall be tendered; and every vote (whether given personally or by proxy) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

67. *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.

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

69. *Their qualification and remuneration.*—The qualification of a Director shall be the holding of 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. The Directors shall be entitled to appropriate a sum not exceeding Ten thousand Rupees (Rs. 10,000) annually as remuneration for their services, 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.

70. *Appointment of first Directors and duration of their office.*—The first Directors shall be the present Directors of the said Delmege & Co., Limited. They shall be entitled to hold office for so long as they shall respectively remain Directors of the said Delmege & Co., Limited, and hold the required qualification, and shall be empowered to nominate from the members of the Company holding the necessary qualification four additional Directors.

71. *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, of the Company, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services the Directors may arrange with such Director for such special remuneration for such services either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

72. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time to supply any vacancies in their number arising from death, resignation, or otherwise, and to determine in what manner the retirement of Directors and appointment of new Directors is to be regulated.

73. *Number of Directors how increased or reduced.*—The Directors may from time to time at any time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for liquidation of his affairs, or compounds with his creditors.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold or not holding already he fails to acquire the required number of shares to qualify him for the office.
- (d) If he absents himself from the meetings of Directors during a period of four calendar months without special leave of absence from the Directors: Provided that this provision shall not apply to any Director who shall for the time being be employed or be engaged in serving the Company.

76. *Contracts by Directors.*—No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest) it is declared that the nature of his interest must be disclosed by him at the meeting of Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. No Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

77. *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.

78. *No contribution to be required from Directors beyond the 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.

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

80. *General powers.*—The management of the business of the Company shall be vested in the Directors, who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by statute expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the statutes and of these presents and to any regulations from time to time made by the Company in General Meeting; provided that no regulations so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

81. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power—

- (1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire, at such price, and generally on such terms and conditions as they think fit.
- (3) At their discretion to pay for any property, rights or privileges acquired by, or service rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued as either fully paid up or with such amount credited as

- paid up thereon, as may be agreed upon; and any such bonds, debentures, or other securities may be either secured by a mortgage upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit.
 - (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
 - (6) To accept from any Shareholder, on such terms and conditions as shall be agreed, a surrender of his shares or stock, or any part thereof, so far as the same may lawfully be surrendered.
 - (7) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
 - (8) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
 - (9) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
 - (10) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.
 - (11) 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.
 - (12) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.
 - (13) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
 - (14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale, and such other powers, covenants, and provisions as shall be agreed upon.
 - (15) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and any such commission, or share of profits, shall be treated as part of the working expenses of the Company.
 - (16) Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, improving, or maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof, for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.
 - (17) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.
 - (18) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

82. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph :—

- (1) The Directors, from time to time and at any time, may establish any local boards or agencies for managing any of the affairs of the Company abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.
- (2) The Directors, from time to time and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.
- (3) The Directors may at any time and from time to time, by power of attorney under the seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.
- (4) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.
- (5) The Company may cause to be kept in any place in which it transacts business a branch register of members resident in such place, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.
- (6) The Directors may comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

PROCEEDINGS OF DIRECTORS.

83. *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. A meeting of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

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

85. *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.

86. *Questions at meetings how decided.*—Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointor.

87. *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.

88. *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.

89. *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.

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

91. *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.

92. *Signature of Minutes of Proceeding 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 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.

93. *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 Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm being the 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.

ACCOUNTS.

94. *What accounts to be kept.*—The Secretary or the Secretaries for the time being, or, if there be no Secretary 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 at the registered office of the Company as the Directors think fit.

95. *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 the Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

96. *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 to the end of the same period.

97. *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 three Directors.

DIVIDENDS, RESERVE FUND, AND APPLICATION OF PROFITS.

98. *Application of nett profits.*—The nett profits of each year shall be applied in manner following :—

Firstly.—In paying a dividend not exceeding six per centum per annum upon the ordinary shares in proportion to the amounts paid up on such shares.

Secondly.—In setting aside such sum as the Directors may think proper as a reserve fund, and

Thirdly.—In distributing the surplus profits amongst the Shareholders and/or other persons, who may have during the preceding financial year purchased and taken coal from the Company, in proportion to the quantities of coal so purchased and taken from the Company by such Shareholders and/or other persons.

99. *Dividend.*—The Directors shall recommend to the Annual General Meeting the amount (if any) which they consider should be paid as dividend and fix the time for payment; but such dividend shall not exceed the amount recommended by the Directors.

100. *Application of reserve fund.*—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 dividend for any subsequent year or for working the business of the Company, or for repairing or maintaining or extending the building 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.

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

102. *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.

103. *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.

104. *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.

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

106. *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.

107. *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.

108. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined and the correctness of the balance sheet ascertained by one or more auditor or auditors.

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

110. *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.

111. *Retiring auditors eligible for re-election.*—Retiring auditors shall be eligible for re-election.

112. *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.

113. *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.

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

115. *Company's accounts to be open 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.

116. *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.

117. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company. All notices served at such address shall be deemed to be well served. If a Shareholder shall not furnish the Company with such an address, he shall not be entitled to any notices.

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

119. *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.

120. *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.

121. *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 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.

122. *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.

123. *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.

124. *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.

125. *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 amount paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid up capital, such surplus assets shall subject to the conditions attached to preference shares (if any) be divided among the Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

126. *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 trust for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the days and dates hereinafter appearing.

SPENCER SHELLEY.
TREVOR S. STEWART.
J. C. R. DELMEGE.
J. E. MOXEY.
CHAS. GUTTMANN.
J. A. B. CARVER.
A. A. DELMEGE.

Witness to the signatures of SPENCER SHELLEY, TREVOR S. STEWART, and J. C. R. DELMEGE, at Colombo, this 7th day of April, 1914:

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

Witness to the signatures of J. E. MOXEY, CHAS. GUTTMANN, J. A. B. CARVER, and A. A. DELMEGE, at London, this 14th day of July, 1914:

A. R. BESANT,
Solicitor, Supreme Court, London, England.

[Second Publication.]

The St. Fergus Rubber Company, Limited.

NOTICE is hereby given that the Extraordinary General Meeting of the St. Fergus Rubber Company, Limited, held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, on Tuesday, November 10, 1914, was adjourned, and will be held at the registered office of the Company on Friday, December 11, at 11 A.M.

By order of the Directors,

AITKEN, SPENCE & Co.,
Colombo, November 25, 1914. Agents and Secretaries.

Application for Enrolment as a Proctor.

SIX weeks hence I, Kanagasabai Tambaiya of Jaffna, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said court.

K. TAMBAIYA,
Jaffna, November 23, 1914. Proctor, District Court.

Application for Enrolment as a Proctor.

I, WILLIAM VINCENT WIJEYEKOON, of Mudu-catuwa, Marawila, presently of No. 63, Old Moor street, Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said court.

Colombo, November 27, 1914. W. V. WIJEYEKOON.

Application for Enrolment as a Proctor.

I, EDMUND FELIX WIJAYASINHA JAYEWAR-DENE, of Madampe, and presently of Siri Niwasa Kelaniya, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and other Justices of the Supreme Court of Ceylon to be admitted a Proctor of the said court.

E. FELIX W. JAYEWARDENE.

Election of Trustees, St. James's Church, Chilaw.

NOTICE is hereby given that, in pursuance of the 10th clause of Ordinance No. 12 of 1846, a Meeting of the Congregation of St. James's Church, Chilaw, will be held in St. James's Schoolroom, Chilaw, on Sunday, December 13, 1914, at 6.15 P.M., for the purpose of electing Trustees for the ensuing year.

St. James's Parsonage, Chilaw, November 24, 1914. ARUL R. VIRASINGHE, Incumbent.

Cancellation of Power of Attorney.

THE Power of Attorney bearing No. 5,270, dated May 6, 1903, attested by W. B. de Fry, Notary Public, granted by me in favour of my husband, Mohamed Ismail Abdul Raheman, Mudaliyar, has been cancelled as from this date.

Colombo, November 24, 1914. HAGERE UMMA.

Auction Sale.

In the District Court of Colombo.

Miss Matilda Dias Bandaranayaka of Cambridge House, Darley road, Colombo..... Plaintiff.
No. 37,821 C. Against

(1) Hagara Umma and her husband (2) Mohamed Ismail Abdul Rahiman, Mudaliyar, both of Temple road, Colombo..... Defendants.

UNDER and by virtue of decree entered of record in the above case authorizing me to sell the same, I shall sell by public auction on Friday, December 18, 1914, at 5 P.M., on the spot, the following property, specially and primarily mortgaged with the plaintiff, and declared bound and executable under the said decree for the realization of the sum of Rs 3,396.56, with further interest and costs, to wit:—All that allotment of land called Ambegahawatta, and marked lot No. 1, with the buildings thereon, situated at Maradana in Colombo; bounded on the north by the road to the temple, east by the property of Sego Tamby

Ibrahim Lebbe, south by the property of Philip Perera, and on the west by the other part of the same garden marked lot No. 2; containing in extent 33 84/100 square perches.

For further particulars please apply to Messrs de Vos and Gratiaen, Proctors for the plaintiff, or to—

G. EMANUEL DABERA, Auctioneer.
No. 118, Hultsdorf.

Auction Sale of Properties at Nagoda and Welisara.

UNDER mortgage decree in case No. 9,059, D. C., Negombo, entered in favour of Sawanna Thana Seena Wana Arunasalem Chetty of Negombo, against Felix Alvis Jayatilake and Mallikage Girigoris Alvis Jayatilake, both of Nagoda, and by virtue of the order issued to me for the recovery of the sum of Rs. 1,280, with interest thereon at 9 per cent. per annum from April 19, 1913, till payment, and costs of suit, Rs. 256.50, I shall sell by public auction at the respective spots on Saturday, December 19, 1914.

At 10 A.M.

(1) Undivided 2/10 share of the two contiguous portions of land called Etambagahawatta and Kahatagahawatu-pangua, situated at Nagoda, in Ragam pattu of Alutkuru korale, in extent about 2 acres, and the tiled house standing thereon.

At 10.30 A.M.

(2) An undivided 1/2 share of the portion of land called Mahawatta, situated at Welisera, in pattu and korale aforesaid, in extent about 1 acre and 3 roods, and of the tiled house standing thereon.

At 11 A.M.

(3) An undivided 1/3 share of the field called Halwakkade-kumbura, situated at Welisera aforesaid, containing in extent 16 parras paddy sowing.

Out of the above-mentioned amount a sum of Rs. 900 has been recovered.

Further particulars from L. C. E. Karunaratne, Esq., Proctor, S. C., and Notary, Negombo, or from—

M. P. KURERA, Auctioneer.
Negombo, November 17, 1914.

ROAD COMMITTEE NOTICES.**Burgher Member, District Road Committee, Kalutara.**

THE Provincial Road Committee hereby notifies that Mr. Wilfred Hector Hepponstall, Proctor, Kalutara, has been elected Member of the District Road Committee of Kalutara to represent the interests of the Burgher community in the said Committee in place of Mr. C. A. L. Orr, deceased, for the unexpired term of the years 1914 and 1915.

Provincial Road Committee, R. G. SAUNDERS, Secretary.
Colombo, November 19, 1914.

Norwood-Campion Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Bogawantalawa Club, on Wednesday, December 9, 1914, at 4 P.M., to consider and report to the Provincial Road Committee with regard to—

- The names of the estates which are interested in and which use the road (with their acreages);
- The sections of the road which these estates use;
- The names of the proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the cost of maintenance of the road for the year ending September 30, 1915, estimated at Rs. 7,437.

Kotiyagala Estate, R. H. COOPER, Chairman.
Bogawantalawa, November 17, 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 for the above road will be held at Bramley factory on Wednesday, December 9, 1914, at 3.30 P.M., to consider and report to the Provincial Road Committee with regard to—

- The names of the estates which are interested in and which use the road (with their acreages);
- The sections of the road which these estates use;
- The names of the proprietors, resident managers, or superintendents and of the agents of these estates—

for the assessment of the cost of maintenance of the road for the year ending September 30, 1915, estimated at Rs. 1,407.

Bramley Estate, T. H. WILLIAMS, Chairman.
Kandapola, November 20, 1914.

High Forest-Bramley Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the Bramley factory, on Wednesday, December 9, 1914, at 3.45 P.M., for the purpose of electing a new Local Committee for the two years commencing December 31, 1914.

Provincial Road Committee's Office, C. S. VAUGHAN, Chairman.
Kandy, November 24, 1914.

Darrawella-Annfield Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the Local Committee for the above road will be held on Tuesday, December 8, 1914, at Darrawella Club, at 3.30 P.M.

Business.

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

- (a) The names of the estates (with their acreages) which are interested in and which use the road;
 - (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—
- for the assessment of the cost of maintenance for the year ending September 30, 1915, estimated at Rs. 1,507.50.

H. B. DANIELL,
Chairman, Local Committee.

Annfield Estate,
Dikoya, November 21, 1914.

Maskeliya Branch Roads.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the Norwood-Maskeliya, Maskeliya-Cruden,

Brownlow-Luccombe, and Norwood-Upcot branch roads will be held at Maskeliya Club on Wednesday, December 9, 1914, at 3.30 P.M., to consider and report to the Provincial Road Committee—

- (a) The estates which are interested in and which use each section of each of the roads;
- (b) The acreage or reputed acreage of the land belonging to each estate;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of each of the estates—

for the assessment of the cost of maintenance of the above-mentioned roads for the year from October 1, 1914, to September 30, 1915.

Estimates are as follows—

	Rs.
Norwood bridge to Moray road ..	9,849
Maskeliya-Cruden road ..	2,010
Brownlow-Luccombe road ..	1,608
Norwood-Upcot road ..	5,025

2. To elect a Chairman in place of Mr. D. Finch Noyes, who has left the Island.

Moray Estate,
Maskeliya, November 17, 1914. A. P. JUCKES,
Acting Chairman, Local Committee.

LOCAL BOARD NOTICES.**SANITARY BOARD OF MADAMPE.****Statement of Revenue and Expenditure of the Sanitary Board of Madampe for the Year 1913.**

REVENUE.	Amount. Rs. c.	Total. Rs. c.	EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.
Balance on January 1, 1913 ..	—	21,193 46	(1) <i>Administration.</i>		
(1) <i>Taxes.</i>			Salary of Sanitary Board clerk ..	90 0	
Assessment tax ..	—	1,572 79	Salary of Sanitary Board Inspector ..	300 0	
(2) <i>Licenses.</i>			Uniform allowance to Inspector ..	50 0	
Carts ..	124 0		Travelling allowance to Inspector ..	6 0	
Guns ..	16 0		House allowance for Sanitary Board		
Notaries ..	20 0		Inspector's quarters ..	120 0	
Butchers ..	15 0		Remuneration to auditor ..	75 0	
Petroleum ..	15 0		Remuneration to assessors ..	75 0	
Explosives ..	3 0		Office contingencies ..	1 69	
Liquor ..	393 75				717 69
(3) <i>Rent.</i>		586 75	(2) <i>Sanitation.</i>		
Lease of coconut trees on cemetery			Pay of Sanitary Board coolies ..	738 0	
land ..	—	200 0	Hire of scavenging cart ..	480 0	
(4) <i>Refunds.</i>			Hire of bulls and driver for water		
A money order by the Postmaster,			cart ..	247 50	
Puttalam ..	—	70 70			1,465 50
(5) <i>Deposits.</i>			(3) <i>Lighting.</i>		
Tenders and security for scavenging			Cost of lighting four petrol and		
rubbish ..	—	267 99	fifteen street lamps ..	—	896 69
(6) <i>Fines.</i>			(4) <i>Advances.</i>		
Police Court cases ..	—	9 0	On loan to Nattandiya Board ..	—	300 0
(7) <i>Miscellaneous.</i>			(5) <i>Refunds.</i>		
Compensation paid by Government			Tender deposits ..	—	79 80
for loss of revenue in opium ..	5,733 76		(6) <i>Miscellaneous.</i>		
Sale of scavenging rubbish, slaughter-			Commission on money orders and		
house fees, &c. ..	446 86		articles supplied for the use of		
		6,180 62	latrine cooly, &c. ..	—	120 79
Total ..		30,081 31	Balance on December 31, 1913 ..		3,580 47
					26,500 84
			Total ..		30,081 31

Examined and found correct :

W. W. WOODS,
Acting Colonial Auditor.

S. M. P. VANDERKOEEN,
for Chairman.

SANITARY BOARD OF NATTANDIYA.

Statement of Revenue and Expenditure of the Sanitary Board of Nattandiya for the Year 1913.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on January 1, 1913	—	93 62	(1) <i>Administration.</i>		
(1) <i>Taxes.</i>			Salary of Sanitary Board clerk	30 0	
Assessment tax	—	727 72	Remuneration to auditor	10 0	
(2) <i>Licenses.</i>			Remuneration to assessors	30 0	
Carts	48 0		Office contingencies	0 93	
Guns	2 0		Pay of Sanitary Board overseer	35 0	105 93
Explosives	4 0		(2) <i>Sanitation.</i>		
Petroleum	15 0		Pay of Sanitary Board coolies	—	423 60
Butchers	35 0		(3) <i>Lighting.</i>		
Liquor	393 75		Cost of lighting two petrol lamps	—	224 3
Notaries	10 0	507 75	(4) <i>Works.</i>		
(3) <i>Miscellaneous.</i>			Cost of building a foundation for the purpose of fixing a latrine	—	58 5
Sale of scavenging rubbish, &c.	60 10		(5) <i>Miscellaneous.</i>		
Loan from Madampe Board, repaid	300 0	360 10	Commission on money orders and money paid to Messrs. Walker Sons & Co. under protest, &c.	—	85 87
Total	1,689 19		Balance on December 31, 1913	—	897 48
			Total	1,689 19	791 71

Examined and found correct :

W. W. WOODS,
Acting Colonial Auditor.S. M. P. VANDERKOEEN,
for Chairman.

SANITARY BOARD OF KALPITIYA.

Statement of Revenue and Expenditure of the Sanitary Board of Kalpitiya for the Year 1913.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on January 1, 1913	—	1,534 29	(1) <i>Administration.</i>		
(1) <i>Taxes.</i>			Salary of Sanitary Board clerk	120 0	
Assessment tax	—	1,225 42	Remuneration to auditor	20 0	
(2) <i>Licenses.</i>			Remuneration to assessors	40 0	
Carts	74 0		Commission for vegetable market rent collector	19 35	
Guns	11 0		Commission for assessment tax collectors	112 77	
Boats	120 0		Office contingencies	32 29	344 41
Liquor	168 75		(2) <i>Sanitation.</i>		
Butchers	2 0		Pay of Sanitary Board coolies, &c.	—	1,567 33
Explosives	1 0		(3) <i>Lighting.</i>		
Notaries	10 0	386 75	Pay of lamp lighter and cost of accessories	—	327 91
(3) <i>Rents.</i>			(4) <i>Refunds.</i>		
Fish market	111 50		Security deposit	—	22 75
Vegetable market	357 75	469 25	(5) <i>Works.</i>		
(4) <i>Fines.</i>			Repairing, re-thatching, &c., fish market	—	33 45
Police Court cases	—	39 50	(6) <i>Miscellaneous.</i>		
(5) <i>Deposits.</i>			Commission on money orders, &c.	—	42 31
Tender	—	40 0	Balance on January 1, 1914	—	2,338 16
(6) <i>Miscellaneous.</i>			Total	3,707 51	1,369 35
Commission on money orders, &c.	—	12 30	Total	3,707 51	
Total	3,707 51				

Examined and found correct :

W. W. WOODS,
Acting Colonial Auditor.S. M. P. VANDERKOEEN,
for Chairman.

Election of Unofficial Members, Local Board, Trincomalee.

NOTICE is hereby given that, under the provisions of the Local Board Ordinance, 1898 and 1901, section 12, a meeting will be held at the Trincomalee Local Board Office on Saturday, December 19, 1914, at 9 A.M., to elect three Unofficial Members for the Local Board of Health and Improvement of the town of Trincomalee for the years 1915 and 1916.

Batticaloa Kachcheri,
November 17, 1914.BERTRAM HILL,
Government Agent.

Election of Unofficial Members, Local Board, Puttalam.

UNDER the provisions of the 12th section of the Local Board of Health and Improvement Ordinance, No. 13 of 1898, I hereby give notice of my intention to hold a meeting at the Puttalam Kachcheri on December 9, 1914, at 2 P.M., for the election of three Unofficial Members to serve on the Board of Health and Improvement of the town of Puttalam for the space of two years from January 1, 1915, to December 31, 1916.

Voters must attend the meeting in person. No proxies will be accepted.

Kurunegala Kachcheri,
November 16, 1914.

C. R. CUMBERLAND,
Government Agent.

Election of Unofficial Members, Local Board, Bandarawela.

UNDER the provisions of section 12 of "The Local Board of Health and Improvement Ordinance, 1898," I hereby give notice of my intention to hold a meeting at the court-house, Bandarawela, on Friday, December 11, 1914, at 3 P.M., for the election of three Unofficial Members to serve on the Local Board of Health and Improvement of the town of Bandarawela for the period of two years from January 1, 1915, to December 31, 1916.

Badulla Kachcheri,
November 23, 1914.

J. A. MAYBIN,
for Government Agent.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following specifications have been accepted:—

No. 1,380 of November 3, 1913.

James Begg.

"Improvements in the method of spreading tea leaf in the fermenting house and in apparatus for that purpose and the like."

Abstract.—The inventor states:—

Hitherto the spreading of the green tea leaf for the purpose of fermenting or withering it has been done by hand. The object of the present invention is to provide apparatus, whereby such spreading can be done by machinery, thereby ensuring a more even spread and a saving of time and labour. The employment of a mechanical spreader has up to the present not been thought possible, presumably because the leaf has been considered to be in too sticky and adhesive a condition to be successfully dealt with by mechanical means.

In carrying out this invention a spreader similar to that described in the specification of this applicant's Ceylon application No. 1,370, dated September 20, 1913, with certain modifications, as will be hereinafter explained, is employed. According to that specification the spreader (which consists of a hopper and a spreading box in which work rakes and agitator shafts for the purpose of loosening the leaf passing through) was mounted on wheels running on rails along the floor, the rails being so arranged that the spreader is made to travel backwards and forwards over the whole area of the floor to be covered, the driving mechanism causing the spreader to travel being arranged to actuate the rake and agitator shafts. When the motive power is manual, any extra strain causes an immediate diminution in the speed of travel, resulting in an uneven spread of leaf, and such extra strain is caused every time the hopper is replenished, the amount of the extra strain depending on the state of the wither and consequent stickiness of the leaf. To obviate this a wire net is thrown over the hopper and left loose enough to clear the top rake working in the hopper itself, the mesh of the wire net being such as will take off the jar and break the fall of the leaf. The net may consist of cross strands or all may run in one direction, or the strands instead of being in the same plane may be placed in different planes forming a network through which the leaf drops from one wire to another.

Instead of the machine running on double rails, it may be arranged on the monorail principle. The rail may be so arranged that the machine in running will travel in one direction along one straight length of rail, and will return over the same rail in an opposite direction along the other side of such straight. With the monorail the machine would be provided with two wheels with double flanges for running on the rail, and a free wheel on the other side running on the floor to balance the machine. The arrangement described in the above-mentioned specification of a trolley for conveying the machine from one length of rail to another may be employed, or a trolley at one end and turntable at the other end, or the rail may be so laid so as to be a continuous rail, travelling along which the machine covers the whole floor area to be spread.

Again, the rails instead of being laid on the floor may be laid overhead, in the manner employed in engineering works for travelling cranes, &c., or the rails may be placed at any convenient height. In this arrangement the monorail would not be so satisfactory.

To the spreader is attached a collector for scraping up the leaf into heaps when fermentation is finished. This collector consists of a scraper (preferably with sides) which can be let down to the floor so as to move over the floor and push the leaf in front of it, and has means for raising the scraper so as to clear the heap collected and for lowering it to start another heap immediately thereafter. Attached to the scraper and raised and lowered with it may be a rotary brush, which catches and brushes forwards any leaf which may have escaped the scraper. This brush is arranged to be driven from the same gear which propels the machine. Means are provided to retain the collector in its raised position when its services are not required.

When the spreader is used in connection with a system of rails with trolleys to change the line of progression, it is desirable that a tray should be arranged so as to come below the outlet of the spreader to catch any leaf which, although the spreader has stopped working, might be released by the jolting and drop through. Such tray could be hinged or otherwise attached to the spreader so as to swing into position when required and swing out of the way when not wanted.

This invention further relates to the employment in the fermenting room of travelling trays upon which the leaf is spread, a method which has never been attempted in the fermenting room, though it has been in vogue in the drying of tea. For this purpose metal trays, which may be galvanized or covered with enamel, are used, and are carried on rollers and angle iron slides on a suitable frame. The frame may contain any number of tiers of these tray webs, and any number of frames could be placed side by side. In contradistinction to the method employed in the drying house, where the whole length of chain used is covered with trays, in the fermenting house only half the length of chain used would be covered with trays and the chains moved so that the trays of one tier would correspond with the spaces in the tier above and below, thus admitting more air space and obviating the passing of the sticky leaf from one tier to another, each tier being worked independently. It further admits of a clear space for the overhead spreader to load each tier in succession, which is done by rotating each tier until the trays have all passed underneath. The spreading starts on the lowest tier and works upwards. The spreading may, however, be carried out in any other known manner used in firing tea leaf, such as spreading the top web, and the same arranged so that the leaf may fall on the under and upper bands alternately or spreading on the top web, at the end of which the leaf falls on to the next web travelling in the opposite direction, and so on.

A further method of feeding leaf on to the tiers of webs or trays consists in having the spreader at the ground level and feeding the leaf on to an elevator consisting of an endless band placed at an inclined angle, the lower end being below the spreader and the upper end above the tier to be supplied, arranged so that as the endless band travels, it carries the leaf up till it drops off on to the tier being supplied. The upper pulley round which this elevator travels may be made adjustable in height, so that the elevator may be arranged so as to feed tiers at different heights. The elevator may be made so as to be capable of lateral movement so as to feed a series of tiers side by side.

The trays employed may be of special form, having one side plain and the other curved upwards in the form of a hood, so as to overlap the next tray sufficiently to prevent the leaf falling through the joint between the two trays.

Where the spreading is done on webs of cloth or sheeting which are wound round rollers and gradually drawn out by means of a wire or rope attached to the end, it has been found that long lengths of cloth running the whole length of the house have too much strain put upon them and do not last long. To obviate this the webs are made in shorter lengths and run breadthwise of the house, the webs being placed in a series close to each other the whole length of the house. The webs are first drawn out the width that the spreader covers in one journey. The spreader is then worked the length of the room covering the exposed portions of all the webs. The webs are then drawn out another width of spread and the spreader worked back to its starting point, and so on, until the whole of the webs are drawn out and covered. In this method it will be observed that the spreader works forwards and backwards along one track, and the arrangement is therefore a convenient one for an overhead spreader.

The claims are:—

1. The methods hereinbefore described of spreading tea leaf in the fermenting house by means of mechanical spreaders.
2. In a mechanical spreader for use in connection with tea leaf in the fermenting house, a network of wires spread across the top of the hopper in one or more planes as and for the purpose aforesaid.
3. In a mechanical spreader for use in connection with the spreading and collecting of tea leaf, a collector or scraper with or without a rotary brush attached, with means for raising and lowering the same substantially as described in specification and drawings.
4. In a mechanical spreader for use in connection with the spreading of tea leaf, a swinging tray to catch the leaf when the machine is changing lines of progression, and means for holding same out of the way when not required.
5. In a mechanical spreader for use in connection with the spreading of tea leaf the method and apparatus for guiding the progress of the spreader consisting of a monorail as described.
6. The spreading of tea leaf in the fermenting house by means of a spreader placed overhead or at any convenient height above the floor.
7. In apparatus for spreading tea leaf in the fermenting house by means of overhead mechanical spreaders, trays carried on chains or travelling tables, as described.
8. In the spreading of tea leaf in the fermenting house such as severally claimed, the method of arranging trays upon only half the lengths of chains or tables, as described.
9. A tray upon which to spread tea leaf having one or two of its sides provided with a curved hood to partially overlap the next tray or trays.
10. The spreading of tea leaf in the fermenting house by means of mechanical spreaders on bands of cloth or sheeting, such bands being wound on rollers and gradually drawn out as the spreading proceeds.
11. In apparatus for the spreading of tea leaf in the fermenting house by means of mechanical spreaders, a series of continuous bands of cloth or sheeting on which the leaf is spread arranged so that they are continuing travelling, alternate levels travelling in opposite directions, and so arranged that the leaf falls off one on to the next band beneath.
12. In an oblong fermenting house bands of cloth or sheeting (on which the leaf is spread by means of mechanical spreaders) placed breadthwise and not lengthwise of the fermenting house, such bands being wound on rollers and gradually drawn out as the spreading proceeds.
13. In the spreading of the leaf in the fermenting house upon trays or bands the method of arranging the trays or bands in close lines across the fermenting house and of the spreader so as to move lengthwise of the house along one track backwards and forwards, as described.
14. In the spreading of tea leaf upon trays or bands an elevator from a spreader on a lower level to deliver the leaf as spread on to such trays or bands.
15. In apparatus for spreading tea leaf in the fermenting house and the like the arrangement and combination of the various parts substantially as described and illustrated with reference to figures 1, 2, and 3, 4, 5, 6, and 7, respectively, of the drawings.

Two sheets of drawings.

No. 1,412 of May 2, 1914. (Date applied for under Section 50 of the Ordinance, July 30, 1913.)

Thomas Ritchie Greenhorne.

"Improved process of removing scale from boilers."

Abstract.—The inventor states:—

The invention utilizes the known chemical property of an aqueous solution of carbon dioxide of dissolving the said carbonates in some degree as evidence of the recognized efficacy of which there may be instanced the proposal of a previous inventor to charge feed water with this gas.

In accordance with the present invention there is passed directly into the boiler, when filled with water, preferably cold water, a charge of carbonic acid gas, which enters into solution in the water, the water charged with such gas being allowed to remain in the boiler a sufficient time—say 48 hours or thereabouts—to effect loosening of scale from the metal surface caused by the solvent and disintegrating action of the co-solution on the carbonates of lime and magnesia.

The carbonic acid gas may be derived from any suitable source, e.g., from a cylinder containing gas under pressure, a connection being taken from the cylinder to the bottom of the boiler. Preferably sufficient gas is introduced to form a saturated solution.

The boiler may be left open at the time the gas is admitted, or may be closed in case a super-saturated solution is desired or necessary.

The claim is:—

The herein described process of removing scale from the internal surface of a boiler consisting in filling the boiler with water and passing directly into the boiler, when filled, a charge of carbonic acid gas in water being allowed to act on the surface until the scale is loosened and divorced from the metal.

No drawings.

E. HUMÁN,
Registrar of Patents.

LIST of balance cargo lying at Kochchikade Warehouse over three months to be sold by public auction on Tuesday, December 1, 1914, at 1 P.M.:—

Date. 1914.	Vessel.	From	Marks.	Quantity and Description of Goods.
June 6	.. ss. Euryalus	.. Bombay	.. Nil	.. 1 bag cotton seeds
August 12	.. ss. Bharata	.. Tuticorin	.. Nil	.. 2 bags rice
August 21	.. ss. Zira	.. Calcutta	.. C. N. Y.	.. 1 bag bran
October 16	.. ss. Canara	.. Bombay	.. Nil	.. 1 bundle c. fish

H. M. Customs,
Colombo, November 18, 1914.

J. CONNOY,
for Principal Collector.