



# Ceylon Government Gazette

Published by Authority.

No. 6,790 — THURSDAY, APRIL 20, 1916.

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.  
 PART II.—Legal and Judicial.  
 PART III.—Provincial Administration.  
 PART IV.—Land Settlement.  
 PART V.—Mercantile, Marine, Municipal, Local, &c.  
*Separate paging is given to each Part, in order that it may be filed separately.*

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

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	464	Trade Marks Notifications	464
Notices to Mariners	—	Local Board Notices	465
Notifications of Quarantine	—	Road Committee Notices	465
Returns of Imports and Exports	463	Notices affecting Small Towns	—
Railway Traffic Returns	—	Notices affecting Village Communities (Gansabhawa)	—
Patents Notifications	462	Unofficial Announcements	447

### UNOFFICIAL ANNOUNCEMENTS.

*Company Limited by Shares.*

#### MEMORANDUM OF ASSOCIATION OF HARRISONS AND EASTERN EXPORT, LIMITED.

1. The name of the Company is "HARRISONS AND EASTERN EXPORT, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are—
  - (a) To acquire and take over as going concerns and amalgamate any businesses of importers, exporters, blenders, and distributors of tea, and general merchants and dealers of and in foreign and colonial produce, and all or any assets and liabilities in connection therewith respectively, and to enter into and carry into effect, with or without modification, an agreement with Harrisons and Eastern Export, Limited, in liquidation, a draft whereof has already been prepared and initialled on behalf of the parties thereto, but is subject to modification.
  - (b) To carry on the business of importers, exporters, blenders, and distributors of tea, and general merchants and dealers of and in foreign and colonial produce, and commission and general agents.
  - (c) To carry on all or any of the businesses of importers, exporters, refrigerators, shipowners, shipbuilders, charterers of ships and other vessels, warehousemen, ship and insurance brokers, carriers, forwarding agents, wharfingers, dock owners, manufacturers of extract of meat, preservers and packers of provisions of all kinds.
  - (d) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
  - (e) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Colonial, or foreign, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop or grant licences in respect

- of or otherwise turn to account the property, rights or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
- (f) To erect and maintain, or reconstruct, and adapt manufactories, buildings, mills, plant, engines, machinery, and other things found necessary or convenient for the purposes of the Company.
  - (g) To carry on business as farmers, graziers, cultivators, storekeepers, cattle breeders, stockmen, dealers in hides, skins, fat, and other animal products, provision preservers, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, sawmill proprietors, shipowners, merchants, exporters and importers, carriers, agents, and brokers.
  - (h) To carry on any other business or businesses whatsoever and wheresoever, which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile, and financial business.
  - (i) To promote any other company or companies for the purpose of acquiring or undertaking all or any of the assets and liabilities of this Company, or of advancing, directly or indirectly, the objects of interest thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
  - (j) To purchase, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.
  - (k) To amalgamate with, or enter into partnership, or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
  - (l) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, and liabilities of any person or company carrying on any business which this Company is authorized to enter into, undertake, or carry on, or possessed of property suitable for the purposes of this Company.
  - (m) To sell or dispose of all or any part of the undertaking, assets, and rights of the Company, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
  - (n) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members, in specie or otherwise.
  - (o) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
  - (p) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
  - (q) To receive money and securities on deposit at interest or otherwise.
  - (r) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock, or other securities, with or without a charge upon all or any of the Company's assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
  - (s) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, either gratuitously or otherwise.
  - (t) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or other securities of the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
  - (u) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences, calculated to benefit any of the employes or ex-employes of the Company, or its predecessors in business, or the dependents, or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
  - (v) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account, or otherwise deal with, all or any part of the assets and rights of the Company.
  - (w) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
  - (x) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
  - (y) To do all such other things as are incidental to or connected with any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rs. 150,000, divided into 10,000 shares of Rs. 15 each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions, and either with or without any special designation, and

also from time to time to alter, modify, commute, abrogate, or deal with any such rights, privileges, terms, conditions, or designations in accordance with the regulations for the time being of the Company.

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

Names, Addresses, and Descriptions of Subscribers	Number of Shares taken by each Subscriber.
COPLAND MACKIE, 4, Prince street, Colombo, Director ..	One
GORDON CAMPBELL, 4, Prince street, Colombo, Merchant ..	One
J. F. SIBBALD, 4, Prince street, Colombo, Chartered Accountant..	One
H. W. HORNER, 4, Prince street, Colombo, Chartered Accountant	One
OSWIN S. WICKWAR, 4, Prince street, Colombo, Merchant ..	One
ANTHONY S. LAMPARD, 4, Prince street, Colombo, Merchant ..	One
J. R. TAWSE, 4, Prince street, Colombo, Merchant ..	One
<b>Total Shares taken ..</b>	<b>Seven</b>

Dated the 31st day of March, 1916.

Witness to all the above signatures :

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

*Company Limited by Shares.*

**ARTICLES OF ASSOCIATION OF HARRISONS AND EASTERN EXPORT, LIMITED.**

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

INTERPRETATION.

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

Words.	Meanings.
The Company ..	"Harrisons and Eastern Export, Limited," incorporated by or under the Memorandum of Association to which these Articles are attached.
The Ordinance ..	"The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance for the time being in force concerning joint stock companies and affecting the Company.
Special Resolution ..	The meaning assigned thereto by the Ordinance.
Extraordinary Resolution..	A resolution passed at a separate general meeting by three-fourths in value of such shareholders of the Company or of such shareholders of the class or group affected for the time being entitled to vote as may be present at any such meeting of which notice specifying an intention to propose such resolution has been duly given.
These presents ..	These Articles of Association and the regulations of the Company from time to time in force.
Office ..	The Registered Office for the time being of the Company.
Register ..	The Register of Members to be kept pursuant to Section 19 of "The Joint Stock Companies Ordinance, 1861."
Board ..	The Directors for the time being of the Company.
Seal ..	The Common Seal of the Company.
Original Capital ..	The Capital specified in the Memorandum of Association of the Company.
Month ..	Calendar month.
Auditors ..	The Auditors for the time being of the Company.

"Present personally" or "present in person" shall wherever used in these presents be deemed to include the meaning "present by attorney under the provisions of Article 73 hereof."

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

"Dividend" includes bonus.

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

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

Words importing persons shall include corporations.

"Member or Members" shall mean Shareholder or Shareholders of the Company.

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

PRELIMINARY AGREEMENT.

4. The Company shall forthwith enter into and carry into effect, with or without modification, an agreement with Harrisons and Eastern Export, Limited (in liquidation), a Company incorporated according to the laws of the United Kingdom of Great Britain and Ireland, in terms of the draft, a copy whereof has for the purposes of identification been indorsed or will be indorsed with the signature of the liquidator thereof, and the Board shall forthwith carry the same into effect, with full power, nevertheless, from time to time, to agree to any modification of the terms thereof, either before or after the execution thereof. The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications (if any), as aforesaid, and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof, upon the ground that any vendors, agents, or other persons interested therein are to be first Directors of the Company, or as vendors, promoters, agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances no independent Board of the Company, and any Directors of the Company who are interested therein shall be respectively

entitled to retain and dispose of for their own use all benefits (if any) accruing to them directly or indirectly under or by virtue of the said agreement or of any other agreements in connection therewith, and the said agreement when executed, with or without modification, shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

#### BUSINESS.

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

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

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

#### SHARES.

8. The shares taken by the subscribers to the Memorandum of Association hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.

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

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

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

#### CERTIFICATES.

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

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

#### ALTERATION OF RIGHTS.

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

#### CALLS ON SHARES.

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

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

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

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

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

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

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

#### FORFEITURE AND LIEN.

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

23. The notice shall name a day, not being less than 14 days from the date of the notice on or before which the call and interest, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place at which payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

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

25. Where any person entitled to a share by transmission and not having elected according to these presents either to be registered himself as the holder thereof, or to have his nominee (approved as provided in Article 40 hereof) registered, fails so to elect for twelve months after being thereunto required by notice from the Board, such share may, at any time after the expiration of that period, be forfeited by a resolution of the Board to that effect.

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

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

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

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

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

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

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

33. The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 11 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

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

#### TRANSFER OF SHARES.

35. Shares in the Company may be transferred by transfer in the usual common form. The instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof. No share in the Company shall be transferred without the sanction of a resolution of the Company in General Meeting.

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

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

38. The register may be closed during such time as the Board think fit, not exceeding in the whole 21 days in any one year.

#### TRANSMISSION OF SHARES.

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

40. The Directors may call on the executors or administrators of a deceased member to transfer the shares of the deceased to some person to be selected by such executors or administrators, and approved by the Directors, and if the executors or administrators do not comply forthwith with such call, a resolution of the Board nominating a transferee for such shares and fixing the value to be paid therefor shall be deemed for all purposes to be an effective transfer.

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

#### ALTERATION OF CAPITAL.

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

43. The new shares shall, subject to the provisions of Article 14 hereof, and to the rights attached to any class of shares by the Memorandum of Association of the Company, be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the Company, or in default the Board, shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

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

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

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

#### GENERAL MEETINGS.

48. The first General Meeting of the Company shall be held at such time (subject to the provisions of the Ordinance) and at such place as the Board may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Board may determine. Any General Meeting may be held elsewhere than in Ceylon.

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

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

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

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

53. If the Board do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.

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

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

#### NOTICE OF MEETINGS.

56. Seven days' notice, specifying the time and place of a meeting, and specifying also in the case of any special business the general nature of the business to be transacted thereat, shall be given by the Secretary or other officer of

the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company, provided that with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

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

#### PROCEEDINGS AT GENERAL MEETINGS.

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

59. Two members present in person, or by proxy, and entitled to vote thereat, and holding between them at least one-half of the issued capital of the Company, shall be a quorum for a General Meeting; and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

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

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

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

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

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

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

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

#### VOTES OF MEMBERS.

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

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

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

70. Upon a poll votes may be given either personally or by proxy, but no person shall be appointed a proxy except a member entitled to vote at the General Meeting for which the proxy is given.

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

72. The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the Office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof.

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

#### DIRECTORS.

74. The first Directors shall be Gerald Shillingford Townend of  $\frac{1}{4}$  Great Tower street, London, E.C.; Charles King of the same address; Haydn Oliver Peake of 666/668, Bourke street, Melbourne; Robert Ramsay of the same address; R. W. Fraser of Sydney, New South Wales; Claude Healy of the same address; Norman John Gordon Robertson of Colombo; and Copland Mackie of Colombo.

74A. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than nine.

75. It shall not be necessary for a Director to hold any shares in the Company, and no Director shall as such be entitled to receive any remuneration unless the Company shall otherwise determine in General Meeting.

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

77. The office of a Director shall be vacated—

(a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company, except that of Managing Director, Managing Secretary, Manager, or Trustee.

(b) If he become bankrupt, or suspend payment, or compound with his creditors.

(c) If he be found lunatic, or become of unsound mind.

(d) If he be called upon by all the other Directors to resign his office.

(e) If by notice writing to the Company he resign his office.

Until an entry of the vacating of office by a Director under one of the sections of this article shall be entered in the Minutes of the Board of Directors his acts as a Director shall be effectual.

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

#### POWERS OF THE BOARD.

79. Subject to any agreement to the contrary the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinances or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Ordinances, and to such regulations, being not inconsistent with the said regulations as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

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

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

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

83. The Board or any Committee may meet at such place as they may determine, whether within or without the Island of Ceylon.

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

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

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

#### BORROWING.

87. The Board may at any time borrow or raise for the purposes of the Company, from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge, or by debentures or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon terms and conditions, and with such security as the Board shall determine.

88. The Company by an Extraordinary Resolution may remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.



## MANAGING DIRECTOR.

89. 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.

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

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

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

## THE SEAL.

93. The Board shall provide for the safe custody of the seal, which shall only be used pursuant to a Resolution passed at a meeting of the Board, or a Committee of the Board authorized to use the seal, and in the presence of two at least 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 Company registered in England under the Companies' Acts being the Secretaries, being signified by the duly authorized manager, sub-manager, attorney, or agent in Ceylon of such Company signing for and on behalf of such Company as such Secretaries.

## DIVIDENDS.

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

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

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

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

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

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

100. No dividend shall bear interest against the Company.

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

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

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

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

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

## ACCOUNTS.

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

107. The books of account shall be kept at such place or places within or without the Island of Ceylon as the Board shall think fit, and no member, other than a Director or Auditor, or any other officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents, or writings of the Company, except as provided by the Ordinances, or authorized by the Board, or by a Resolution of the Company in General Meeting.

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

#### WINDING UP.

125. (1) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the contributories *in specie* any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the Liquidator with the like sanction shall think fit.

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

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

#### INDEMNITY.

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

security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

In witness whereof the Subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Thirty-first day of March, One thousand Nine hundred and Sixteen.

COPLAND MACKIE.

GORDON CAMPBELL.

J. F. SIBBALD.

H. W. HORNER.

OSWIN S. WICKWAR.

ANTHONY S. LAMPARD.

J. R. TAWSE.

Witness :

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

### MEMORANDUM OF ASSOCIATION OF THE ABEYRATNE WEAVING MILLS COMPANY OF CEYLON, LIMITED.

1. This Company shall be called "THE ABEYRATNE WEAVING MILLS COMPANY OF CEYLON, LIMITED."

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

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

- (a) To purchase or otherwise acquire from the proprietor thereof "The Abeyratne Weaving Mills," situated at Panadure, in the District of Kalutara, together with all machinery, plant, implements, tools, loose yarn, cotton, silk, cloth, and other materials in stock belonging to or used by the said Mills for the carrying on of its business.
- (b) To purchase, take on lease, or in exchange, hire, or otherwise acquire any land or any part thereof, concessions, estates, plantations, and properties in the Island of Ceylon or elsewhere, and any buildings, machinery, implements, tools, stores, effects, and other property movable or immovable, real or personal of any kind, and any rights, privileges, easements, patents, or licenses in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, maintain, or alter any buildings, machinery, plant, roadways, or other works, or methods of communication.
- (c) To carry on business as weaving mill proprietors, manufacturers of, and dealers in, cloth and other articles of clothing, and to manufacture and deal in articles of all kinds used in the manufacture of cloth.
- (d) To carry on all or any of the businesses of merchants, exporters, importers, traders, forwarding agents, warehousemen; to acquire, establish, or carry on any business which can be conveniently carried on in connection with the Company's general business; to transact or carry on all kinds of agency business; to apply for, purchase, or otherwise acquire any patents or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to grant licenses in respect of the property and rights so acquired.
- (e) To prepare, submit to any process or manufacture, and render marketable cotton, yarn, cloth, and such other materials, and to buy, sell, export, import, trade, and deal in cotton, silk, woollen, and other yarns, cloth, and such other materials, either in a prepared, manufactured, or raw state, either by wholesale or retail.
- (f) To appoint, engage, employ, maintain, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate them at such rate as the Company shall think fit, and to grant pensions or gratuities to any such or to the widow or to the children of any such.
- (g) To build, equip, maintain, improve, alter, and work weaving mills, factories, stores, buildings, roads, or other works conducive to the Company's objects.
- (h) To buy, sell, warehouse, transport, trade, and deal in rice, and other food stuffs, products, and merchandise of any kind required for coolies and others employed on lands belonging to the Company.
- (i) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (j) To borrow or receive on loan money for the purposes of the Company upon security of cash, credit bonds, or of hypothecation or of mortgages of the Company's property or any part or parts thereof, or otherwise as shall be thought most expedient.
- (k) To sell the property, business, or undertaking of the Company or any part or parts thereof for such consideration as the Company shall think fit.
- (l) 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.
- (m) To acquire by purchase or otherwise, or undertake all or any part of the business, property, assets, and liabilities of any person 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.
- (n) To lend money on any terms which the Company thinks best, and generally to transact financial business of any kind.
- (o) To accept as consideration for the sale of any property, movable or immovable, real or personal, of any kind whatsoever, belonging to the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any Company, or the debentures or obligations of any company or person or partly one and partly other.
- (p) To pay for any property, real or personal, movable or immovable, 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 by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partially paid up for such purpose.

- (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied as shall be thought fit, also to pay off and re-borrow the moneys secured hereby, or any part or parts thereof.
- (r) To enter into partnership or any arrangements for sharing profits, or union of interests, or amalgamation or incorporation with the business of any person or persons, corporation or company, carrying on or about to carry on or engage in any business having objects wholly or in part analogous or similar or subsidiary to those of the Company or to any of them, or capable of being conducted to the benefit of this Company; and to subscribe for or otherwise acquire and hold shares, stock, or other interest in such Company; and to promote the formation of any such company for any purpose which may seem directly or indirectly calculated to benefit this Company.
- (s) To hire, purchase, lease land, either with any other person or company or otherwise and to erect factories and other buildings thereon; to lease any factory or other buildings or land from any company or person; and to enter into any agreement with any company or person for the working of any factory erected or leased, and to grow such plants and rear animals in aforesaid lands for the use of the factory.
- (t) To enter into any agreement or arrangement with Government or any authorities and obtain rights, concessions, and privileges.
- (u) To establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof.
- (v) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (w) To draw, make, accept, and endorse bills of lading, bills of exchange, promissory notes, cheques, warrants, and other transferable or negotiable instrument for the purpose of the Company.
- (x) To promote and establish any other Company whatsoever and to subscribe to and hold the shares or stock of any other Company or part thereof.
- (y) To distribute among the shareholders "in specie" any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless the contrary intention appears) the word "Company" includes any companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is One hundred Thousand Rupees (Rs. 100,000) divided into Ten thousand shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
D. J. ABEYRATNE, Panadure .. .. .	100
M. A. PERERA .. .. .	10
M. M. SALGADO .. .. .	10
S. R. WIJEMANNE .. .. .	3
P. F. W. GOONEWARDENE .. .. .	5
E. F. DIAS, Panadure .. .. .	5
E. S. RODRIGO .. .. .	5
Total ..	138

Witness to the above signatures at Panadure, this 23rd day of February, 1916:

P. C. F. GOONEWARDENE,  
Proctor and Notary.

#### ARTICLES OF ASSOCIATION OF THE ABEYRATNE WEAVING MILLS COMPANY OF CEYLON, LIMITED.

THE regulations contained in Table C annexed to "The Joint Stock Companies Ordinance, 1861," save those expressly excluded by these presents, shall apply to this Company, but shall be subject to repeal, addition, or alteration by special resolution. The Company may, by special resolution, alter, add to, or make provisions instead of any of the regulations of the Company, whether contained in these Articles or not. The Company shall also be governed by the regulations contained in these Articles.

##### BUSINESS.

1. The Company may proceed to carry out its objects, and to apply and use its capital as soon after the registration of the Company as to the Directors shall seem fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

2. The business of the Company shall be carried on by, or under the management or direction of, the Directors.

##### SHARES.

3. The Directors shall have the full power to allot or otherwise dispose of the shares of the Company to such persons, on such terms and conditions, and at such times, as to the Directors shall seem fit.

4. Shares may be registered in the name of a firm, and any person duly authorized to sign the name of the firm shall be entitled to vote and give proxies.

5. Shares may be registered in the name of two or more persons not in partnership; but the shareholder whose name stands first on the register, and no other, shall be entitled to vote and to give proxies and generally to possess all other advantages conferred on a sole shareholder.

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

#### CALLS.

7. The Directors may, from time to time, make such calls upon the shareholders in respect of any moneys unpaid on their shares as the Directors may think fit; provided that one month's notice at least shall be given to the shareholders of the time and place of payment of each call; and each shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

8. The Directors shall have power to give time to any one or more shareholder or shareholders, exclusive of the others, for payment of any call, or part thereof, on such terms as the Directors may determine. But no shareholder shall be entitled to any such extension except as a matter of grace or favour.

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

#### CERTIFICATE OF SHARES.

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

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

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

#### TRANSFER OF SHARES.

13. Subject to the provisions of these articles, any shareholder may transfer all or any of his shares by instrument in writing, but no such transfer shall be made to an infant or a person of unsound mind.

14. The Company shall keep a book to be called "The Register of Transfers," which shall contain all the particulars of every transfer or transmission of any share.

15. The Board may decline to register any transfer of shares by a shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or in case of shares not fully paid up, to any person not approved by them; the Directors shall not be bound to state the reason of their refusal to register, and their decision as to this matter shall be final.

16. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transfer, and a fee of one rupee and fifty cents, or such other sums as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by article 15, shall register the transferee as a shareholder and retain the instrument of transfer.

17. The Directors may authorize the registration of transferees as shareholders without the necessity of any meeting of the Directors for that purpose in any manner they shall deem expedient.

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

19. The register of transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after the Meeting; also at such other times (if any), and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than 21 days in any year.

#### BORROWING POWERS.

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

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

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

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

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

#### GENERAL MEETINGS.

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

26. Every Ordinary General Meeting shall be competent to receive, discuss, pass resolutions, approving or disapproving any report and any accounts presented thereto by the Directors, and to declare dividends, and to elect Directors and Auditors in the place of those retiring by rotation, and to fix the remuneration of the Auditors, though no special notice is given of the purposes for which it is convened.

27. Save as mentioned in Article 26, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business, not specially mentioned in the notice or notices upon which it was convened.

28. Minutes of the proceedings of every General Meeting shall be entered in a book, and signed as soon as practicable by the Chairman of the same or subsequent 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.

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

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

#### DIRECTORS.

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

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

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

32. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, Visiting Agents or Agent of the Company, and the Directors may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors and Visiting Agent or Agents.

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

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

The first Directors shall be Dr. Don James Alfred Abeyratne, M. Abraham Perera, Esq., M. Mathes Salgado, Esq., Simon R. Wijemanne, Esq. (Proctor), and Pedro F. W. Goonewardena, Esq., all of Panadure, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

#### DISQUALIFICATION OF DIRECTORS.

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

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

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

#### \* POWERS OF DIRECTORS.

34. The Directors shall have power to appoint Proctor or Proctors, Attorney or Attorneys to assist in carrying on or protecting the business of the Company, and from time to time to revoke such appointment.

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

36. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof.

37. It shall be lawful for the Directors, if authorized to do so 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 and disposal of the business, estates, and effects of the Company, or any part or parts, to any company or companies or person or persons, upon such terms and in such manner as the Directors shall think fit.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Panadure, this Twenty-third day of February, 1916.

D. J. ABEYRATNE.

M. A. PERERA.

M. M. SALGADO.

S. R. WIJEMANNE.

P. F. W. GOONEWARDENE.

E. F. DIAS.

E. S. RODRIGO.

Witness to the seven above signatures:

P. C. F. GOONEWARDENE,  
Proctor and Notary.

**The Lower Perch Coconut Company, Limited.**

NOTICE is hereby given that the Fifth Annual Ordinary General Meeting of Shareholders will be held at the registered offices of the Company, No. 18, Upper Chatham street, Colombo, on Friday, May 5, 1916, at noon :—

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1915.
2. To elect a Director.
3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Colombo, April 18, 1916. Agents and Secretaries.

**The Kalkande Rubber Company, Limited.**

**NOTICE TO HOLDERS OF MORTGAGE DEBENTURES.**

THE Company having decided to redeem 250 out of the existing 1,350 Mortgage Debentures of Rs. 100 each, notice is hereby given, in accordance with Condition 4 of the Conditions endorsed on the said debentures, that a Drawing of Debentures will take place at the registered office of the Company, No. 18, Upper Chatham street, Fort, Colombo, at 12 noon on Tuesday, May 16, 1916, for the purpose of determining which of the said existing debentures are to be so redeemed by the Company.

By order of the Board,

GORDON FRAZER & Co., LTD.,

Colombo, April 18, 1916. Agents and Secretaries.

**Sale by Auction under Mortgage Decree of Property at Dehiowita.**

UNDER decree in case No. 41,876, D. C., Colombo, entered in favour of P. Cunji Moosa of Bankshall street, Colombo, against Kolenda Marikkar Kader Tamby of Dehiowita, for the recovery of the amount therein stated, and by virtue of the order issued to me, I shall sell by public auction at the spot at 3 P.M., on Friday, May 12, 1916, all those two allotments of land called Atumenewatta, situated in the village Dehiowita, in Atulugam korale of Three Korales, in the District of Kegalla; containing in extent 1 rood and 27 perches. The property is situated in Dehiowita town, bordering the high road and the boutiques on it command a good rental.

Further particulars from Leslie Mack, Esq., Proctor and Notary, Colombo, or—

C. E. KARUNARATNA,

6, Hulftsdorp, April 17, 1916. Auctioneer.

**Sale by Auction under Mortgage Decree of Property at Drieberg's Lane.**

UNDER decree in case No. 41,793, D. C., Colombo, entered in favour of A. G. Tilekeratne, against (1) Aloysius Richard Perera, administrator of the estate of N. Dona Isabella Perera, and (2) Aloysius Richard Perera, executor of the last will of M. D. James Perera, for the recovery of the amount therein stated (less payment, subsequently made by Plaintiff), and by virtue of the order issued to me, I shall sell by public auction, at the spot, at 5 P.M., on Monday, May 15, 1916, all that portion of land, with the buildings standing thereon, bearing assessment Nos. 25 and 18A, remaining from and out of the two parts of a garden called Gonawalawatta, situated at Dematagoda (Drieberg's lane), within the Municipality of Colombo, containing in extent 1 rood and 4 perches.

Further particulars from A. B. Tilekeratne, Esq., Proctor and Notary, Colombo, or—

C. E. KARUNARATNA,

6, Hulftsdorp, April 17, 1916. Auctioneer.

**Auction Sale under Mortgage Decree.**

UNDER decree in case No. 39,601, D. C., Colombo, entered against Madavitane Mudalige Don Gregorio Samarawickrama of Welisara, in the Ragam pattu of Alutkuru korale, I am directed by the said court to sell by public auction on Friday, May 12, 1916, at 4.30 P.M., at the spot :—

All those several portions of lands called Mahawatta, now forming one property, with all the buildings and plantation standing thereon, situated at Welisara or Nagoda, in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent 3 acres and 21 perches.

For particulars apply to Messrs. Goonewardhane and Joseph, Proctors and Notaries, 98, Dam street, or to the undersigned—

B. G. RODRIGO,

98, Dam street, Colombo. Auctioneer.

**Auction Sale.**

UNDER and by virtue of a mortgage decree entered in case No. 42,266, D. C., against Sampathawaduge Anthony Silva of Moratuwa, I am directed by the said court to sell by public auction on Saturday, May 13, 1916, at 4.30 P.M., at the spot, the following property bound and executable for the payment of the amount due under the same :—

All that land called Mahapolamadangahawatta, with the plantations standing thereon, situated at Uyana, in Moratuwa, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; in extent 1 rood 33 perches and 60/100 of a perch.

For further particulars apply to Messrs. Goonewardhane and Joseph, Proctors and Notaries, or to the undersigned—

B. G. RODRIGO,

98, Dam street, Colombo. Auctioneer.

**Auction Sale of a valuable Property in Katukurunda Kalutarabadda under the Partition Ordinance.**

In the District Court of Kalutara.

Warnakula-aratchirallalage Don Gregory, conductor of Paiyagala ..... Plaintiff.

Partition Case. Vs. No. 6,400.

- (1) Ellekuttige Euseniya Fernando and husband
- (2) Demalapallyagurunanselage Juan Fernando, both of Polkotuwa in Beruwala ..... Defendants.

BY virtue of the commission issued to me in the above case I shall sell by public auction at the spot at 2.30 P.M., on Saturday, May 27, 1916, the land called Jantajotiya-watta and the buildings standing thereon, situated at Katukurunda, containing in extent 3'168 perches.

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

C. H. WIJAYAMANNE,

Kalutara, April 17, 1916. Commissioner.

**Auction Sale of Properties at Gongawala in Matale.**

UNDER mortgage decree in case No. 24,311, D. C., Kandy, entered in favour of the plaintiff Thina Runa Nawanna Muttuwadugepulle against the defendants (1) Adampulle Araccile's son Ismail Lebbe and his children, (2) Abdul Majeedu, (3) Kadija Umme, all of Gongawala in Kohonsiyapattu of Matale, and by virtue of the commission issued to me for the recovery of the sum of Rs. 600, with interest thereon at 9 per cent. per annum from January 26, 1916, till payment in full and costs of suit, I shall sell the under-mentioned properties mortgaged by the defendants by bond No. 4,370, dated January 21, 1911, and attested

by D. A. de S. Wickremesinghe, Notary Public of Matale, by public auction at the respective spot on May 6, 1916, at 9 A.M. :—

1. An undivided  $\frac{3}{5}$  shares of and in the northern  $\frac{1}{4}$  share of and in Arasadittotam of 6 acres 2 roods and 32 perches in extent, situate at Gongawala in Kohonsiyapattu, Matale south, in the Central Province.

2. The northern  $\frac{1}{4}$  share of and in Arasadittotam of 6 acres 2 roods and 32 perches in extent situate at Gongawala aforesaid.

3. The northern  $\frac{1}{4}$  share of and in Bogahamulahena of 1 acre in extent, situate at Gongawala aforesaid.

For further particulars apply to Messrs. Beven and Beven, Proctors and Notaries, Rose Cottage, Kandy, or to the undersigned—

M. AHAMADO LEBBE,  
Auctioneer.

#### Auction Sale of Properties at Matale.

11738  
0  
UNDER mortgage decree in case No. 23,957, D. C., Kandy, entered in favour of the plaintiff Theena Runa Nawanna Muttuwadugupulle against the defendant Vyramuttu's son Kanakasabe of Trincomalee street, Matale, and by virtue of the commission issued to me for the recovery of the sum of Rs. 567, with interest thereon at 9 per cent. per annum from November 29, 1915, till payment in full, and costs of suit, I shall sell the under-mentioned properties mortgaged by the defendant by bond No. 1,833 dated March 10, 1911, and attested by H. D. Weerasekera, Notary Public of Matale, by public auction at the respective spot on May 6, 1916, at 1 P.M. :—

1. An undivided  $\frac{1}{2}$  share of the land and of everything thereon out of Lindamullegederawatta of about 3 seers in kurakkan sowing extent, situated at Padivita, in Kohonsiya pattu of the Southern Division, in Matale District of the Central Province.

2. An undivided  $\frac{1}{2}$  share of the land and of the houses and plantations thereon out of Pitiyemudiyennehelayewatta of about 6 seers in kurakkan sowing extent, situated at Padivita aforesaid.

3. An undivided  $\frac{1}{2}$  share of the land and of everything thereon out of Lindamullegederawatta of about 3 nellies in kurakkan sowing extent, situated at the said village.

4. An undivided  $\frac{2}{3}$  shares of an undivided  $\frac{1}{2}$  share of the land and of the houses and plantations thereon out of Ihala-gederawatta of about 12 nellies in kurakkan sowing extent, situated at Padivita aforesaid.

5. An undivided  $\frac{1}{2}$  share of the land and of the houses and plantations thereon out of Lindamullegederawatta of about 6 seers in kurakkan sowing extent and of Medawatta of about 2 seers in kurakkan sowing extent, both adjoining each other, containing in extent about 8 seers in kurakkan sowing in extent, situated at Padivita aforesaid.

6. An undivided  $\frac{1}{2}$  share of the land and of everything thereon out of Paluhindamullawatta of about 2 seers in kurakkan sowing extent, situated at the said village.

7. An undivided  $\frac{1}{2}$  share of the land and of the houses, plantations, and everything thereon out of Ihalegederawatta of about 3 seers in kurakkan sowing extent, situated at Padivita aforesaid.

For further particulars apply to Messrs. Beven and Beven, Proctors and Notaries, Rose Cottage, Kandy, or to the undersigned—

M. AHAMADO LEBBE,  
Auctioneer.

#### Auction Sale of Property at Nawalapitiya.

11739  
0  
UNDER mortgage decree in case No. 24,175, D. C., Kandy, entered in favour of the plaintiff Kawanna Kana Kuna Mana Segu Sulaiman against the defendants (1) Jayasunendra Mudiasselage Appuhamy of Ingurugala in Yatiganhulahe of Ambagamu korale in Uda Bulatgampalata representative of the estate of Jayasinghedera Mudiasselage Punchirala, deceased, (2) Panu Chena Mohamado Hussain of Padupola in Ambagamu korale in Udabulatgampalata, and by virtue of the commission issued to me for the recovery of the sum of Rs. 595.25, with interest thereon at 9 per cent. per annum from March 27, 1916, till payment in full and costs of suit, I shall sell the under-mentioned property mortgaged by the defendants by bond No. 917, dated July 8, 1913, and attested by Daniel Perera Senaratne, Notary Public of Nawalapitiya, by public auction at the respective spot on Saturday, May 13, 1916, at 1 P.M. :—

A portion of about 3 acres in extent out of Heru-attedeniye-narangamulahena, situated at Ingurugala in Yatiganhulahe of Ambagamu korale of Uda Bulatgama, in the Kandy District of the Central Province.

For further particulars apply to Messrs. Beven and Beven, Proctors and Notaries, Rose Cottage, Kandy, or to the undersigned—

M. AHAMADO LEBBE,  
Auctioneer.

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

A Certificate of Registration under Section 48 of the Patents Ordinance has been granted on British Patent No. 11,634 of May 19, 1913. (Ceylon Patent No. 1,482.)

Edwin James Hunt and William Thomas Gidden.

"An improved process for the electrolysis and treatment of sulphate liquors."

Abstract of the British Specification filed in connection with the British Application No. 11,634 of 1913 :—

In the electrolytic deposition of zinc from a solution of the sulphate and sulphuric acid, with the use of a lead anode, a device such as an asbestos-cloth diaphragm, or a porous covering on one of the electrodes, is employed for preventing access of suspended lead compounds, such as the peroxide and sulphate, to the cathode, while allowing circulation, so that the electrolyte has practically the same composition at anode and cathode. If necessary the strength of the electrolyte near the cathode is kept up by addition of free acid, which may be obtained from the anode liquid. Pure zinc unattacked by the acid in the electrolyte, is obtained. The lead peroxide produced may be used for preliminary purification of the electrolyte from iron and manganese, preferably with the aid of heat; the precipitation may be completed by the addition of alkali, zinc, or other metallic oxide, zinc, calcium, or other carbonate, or metallic zinc. Crude zinc oxide or carbonate may be dissolved by acid liquid withdrawn from the cell, the lead peroxide being either left in the liquid, or separated before lixivation and added afterwards.

The claims are :—

1. In the electrolysis of a zinc sulphate solution containing free sulphuric acid when employing a lead anode preventing solid free particles of undissolved lead compounds derived from the anode from arriving at the cathode while electrolyte at both anode and cathode remains substantially the same, substantially as described.

2. In the process as claimed in claim 1 employing the anode liquor while containing the peroxide of lead derived from the anodes to produce liquor fit for electrolysis, substantially as described.

3. In the process as claimed in claim 1 separating the solid particles from the anode liquor and employing the solid peroxide of lead so obtained to purify crude zinc sulphate liquors, substantially as described.

4. The improved process for the electrolysis and treatment of zinc sulphate liquors, substantially as described.

No drawings.

E. HUMAN,  
Registrar of Patents.





## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF KANDY.

## List of Auctioneers and Brokers licensed for 1916.

1. B. R. Perera	.. Auctioneer only	7. B. A. Lawrence	.. Broker only
2. J. F. Seneviratne	.. Auctioneer only	8. P. U. de la Motte	.. Auctioneer only
3. Walter Herft	.. Auctioneer and Broker	9. D. Stephen Weerappuli	Auctioneer and Broker
4. J. S. Fernando	.. Auctioneer and Broker	10. H. O. Beven	.. Auctioneer only
5. M. Ahamado Lebbe	.. Auctioneer only	11. F. J. Hills	.. Auctioneer only
6. A. R. Wickremasekera	.. Auctioneer only		

Municipal Office,  
Kandy, April 15, 1916.

JAS. JAYETILEKE,  
Secretary.

## TRADE MARKS NOTICES.

*Application No. 968.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Eustace F. de Saram, Esq., of Colombo, has applied for the registration of the following Trade Mark in the name of Messrs. Tootal Broadhurst Lee Company, Limited, of 56, Oxford street, Manchester, England, Manufacturers and Merchants, who claim to be the proprietors thereof in respect of (1) cotton piece goods of all kinds and (2) cotton goods included in Class 25 in Classes 24 and 25 respectively in the Classification of Goods in the above-mentioned Regulations:—



The applicants disclaim any right to the exclusive use of the word "Tarantulle."

Registrar-General's Office,  
Colombo, April 18, 1916.

W. L. KINDERSLEY,  
Registrar-General.

*Application No. 1,052.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that The Firestone Tire and Rubber Company, a corporation organized and existing under the laws of the State of Ohio, and having a commercial establishment located at Cole Avenue and South Main street, in the City of Akron, County of Summit, and State of Ohio, United States of America, Manufacturers, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of rubber goods, including pneumatic and solid rubber tyres, horse-shoe pads, tyre patches, vehicle wheel rims, and wheel parts in Class 40 in the Classification of Goods in the above-mentioned Regulations:—

# FIRESTONE

Registrar-General's Office,  
Colombo, April 18, 1916.

W. L. KINDERSLEY,  
Registrar-General.

*Application No. 1,055.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the regulations made on June 1, 1906, notice is hereby given that Mr. M. A. C. Mohamed, of No. 9, Consistory Buildings, Colombo, Indenting Agent, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of (1) cotton piece goods of all kinds and (2) toilet soaps in Classes 24 and 48 respectively in the Classification of Goods in the above-mentioned Regulations:—



The applicant does not claim any exclusive right to the use of the word "Petuna" in respect of cotton piece goods.

Registrar-General's Office,  
Colombo, April 12, 1916.

W. L. KINDERSLEY,  
Registrar-General.

## LOCAL BOARD NOTICES.

## Existence of Rabies, Local Board, Moratuwa.

NOTICE is hereby given, in terms of section 9 of the Ordinance No. 7 of 1893, of the existence of rabies within the limits of the Local Board of Moratuwa.

Any dog found in any public road or place unmuzzled or not under control by means of a collar and chain is liable to be destroyed.

This notification shall be in force for six months from this date.

November 30, 1915.

J. G. FRASER,  
Chairman.

## Notice of Sale, Sanitary Board, Panadura.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865 for default of payment of assessment tax due for the fourth quarter of 1915 will be sold by public auction at the premises on Monday, May 8, 1916, and following days commencing at 10 A.M.

The Kachcheri,  
Kalutara, April 16, 1916.

R. A. G. FESTING,  
Assistant Government Agent.

## List of Properties seized for Non-payment of Assessment Tax of Panadura for the Fourth Quarter of 1915.

No.	Name of Land.	Name of Owner.
330 ..	Portion of Dombagahawatta	.. The heirs of T. Daniel Peiris
618 ..	A portion of Jambughawatta	.. The heirs of Cornelis Soysa Jayatilleke
623 ..	A portion of Pahanapolawatta	.. do.

## ROAD COMMITTEE NOTICES.

## Maskeliya-Cruden Branch Road.

NOTICE is hereby given that the notice dated March 28, 1916, referring to the proposal to exclude Strathspey estate from among the estates liable to pay assessment for the above road, appearing in *Government Gazette* No. 6,786 of March 31, 1916, is hereby cancelled.

C. S. VAUGHAN,  
Provincial Road Committee's Office, Chairman,  
Kandy, April 10, 1916.

## Norwood-Maskeliya Branch Road.

NOTICE is hereby given that the notice dated March 28, 1916, referring to the proposal to exclude Strathspey estate from among the estates liable to pay assessment for the above road, appearing in the *Government Gazette* No. 6,786 of March 31, 1916, is hereby cancelled.

C. S. VAUGHAN,  
Provincial Road Committee's Office, Chairman,  
Kandy, April 10, 1916.

## Norwood-Upeot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 328 of 1915-16.)

Government moiety	..	Rs. 2,500
Private contributions	..	Rs. 2,525

1st and 2nd sections, 1½ mile.

Total acreage, 6,615—Moiety of cost, Rs. 399·28—  
Sectional rate, ·0603c.—Total rate, ·0603c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
M. Elton Lane	..	Haloowella	.. 294 .. 17 76

1st to 5th section, 3¼ miles.

Total acreage, 6,321—Moiety of cost, Rs. 798·57—  
Sectional rate, ·1263c.—Total rate, ·1866c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	..	Lanka and Craighill	204 .. 38 10

1st to 6th section, 4 miles.

Total acreage, 6,117—Moiety of cost, Rs. 79·86—  
Sectional rate, ·0130c.—Total rate, ·1996c.

R. Cotesworth	..	Stockholm	.. 283 .. 56 34
Do.	..	Lower Cruden	.. 194 .. 38 76

1st to 7th section, 4¼ miles.

Total acreage, 5,640—Moiety of cost, Rs. 239·58—  
Sectional rate, ·0424c.—Total rate, ·2420c.

Geo. Steuart & Co.	..	Mahagala	.. 290 .. 70 25
--------------------	----	----------	-----------------

1st to 8th section, 5½ miles.

Total acreage, 5,350—Moiety of cost Rs. 239·58—  
Sectional rate, ·0447c.—Total rate, ·2867c.

C. P. Hayes	..	Mahanilu	.. 290 .. 83 24
-------------	----	----------	-----------------

1st to 9th section, 6 miles.

Total acreage, 5,060—Moiety of cost, Rs. 159·71—  
Sectional rate, ·0315c.—Total rate, ·3182c.

A. Sikes	..	Kincora	.. 245 .. 78 6
----------	----	---------	----------------

1st to 10th section, 6¾ miles.

Total acreage, 4,815—Moiety of cost, Rs. 239·58—  
Sectional rate, ·0497c.—Total rate, ·3679c.

R. B. Harvey	..	Gouravilla	.. 706 .. 260 3
Ceylon Tea Planta-	..	Alton	.. 225 .. 82 88
tions Company	..	Do.	.. 168 .. 61 89
J. S. Stevenson	..	Blairavon	.. 177 .. 65 20
R. W. Braithwaite	..	Minna	.. 277 .. 102 3

1st to 12th section, 7 9/10 miles.

Total acreage, 3,262—Moiety of cost, Rs. 367·33—  
Sectional rate, ·1126c.—Total rate, ·4805c.

Mackwood & Co.	..	Scarborough	.. 276 .. 132 74
C. B. Prettijohn	..	Ormidale	.. 350 .. 168 33
Mackwood & Co.	..	Anandale	.. 296 .. 142 37
Whittall & Co.	..	Cleveland	.. 340 .. 163 53

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Steuart & Co. ..	Caledonia & Meeriacotta	409	196 71
Do. ..	Suriakanda	221	106 30
Fairlawn Estates Co. ..	Fairlawn	297	142 85
Do. ..	Glencoe (Bargany)	208	100 5
Scottish Ceylon Tea Company ..	Mineing lane	194	93 32
A. J. Austin ..	Ladbrook	208	100 5
Ceylon Tea Plantations Company ..	Upcot	232	111 59
C. B. Pretfijohn ..	Strathspey	231	111 11
			<u>2,523 49</u>
			Rs. c.
N.B.—Private contributions ..			2,525 0
Deduct unexpended balance, 1914-15 ..			1 51
Amount to be recovered on account 1915-16 ..			<u>2,523 49</u>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 17, 1916. Chairman.

#### Galagedera-Heenabowa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the cost of improvement of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of the Estates Roads Ordinance, No. 12 of 1902, and in accordance with a resolution passed at their meeting on the 1st instant, have assessed the proportion due by each estate interested in the 1st, 2nd, 3rd, 4th sections and also in the 15th, 16th, and 17th sections of the road, as follows:—

Government moiety ..	Rs. 2,500 0
Private contribution ..	Rs. 3,500 0
	<u>6,000 0</u>

#### Distributed as under—

	Government Moiety.	Private Contribution.
	Rs. c.	Rs. c.
1st, 2nd, 3rd, and 4th sections ..	810 0	1,134 0
15th, 16th, and 17th sections ..	1,690 0	2,366 0
	<u>2,500 0</u>	<u>3,500 0</u>

1st and 2nd sections, 1 mile.

Total acreage, 1,348—Moiety of cost, Rs. 490·58—  
Sectional rate, ·3639c.—Total rate, ·3639c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Pamunuwe Tikiri Duraya ..	Pamunuwe Group	50	18 20
	1st to 3rd section, 1½ mile.		
	Total acreage, 1,298—Moiety of cost, Rs. 171·50— Sectional rate, ·1321c.—Total rate, ·4960c.		
R. E. Paranagama ..	Pawulpawa	90	44 64
	1st to 4th section, 2 miles.		
	Total acreage, 1,208—Moiety of cost, Rs. 471·92— Sectional rate, ·3906c.—Total rate, ·8866c.		
Estate of the late S. Paranagama Ratwatta Kumarihamy ..	Medagoda	30	26 60
F. J. Holloway ..	Trafford Hill	600	532 4
E. Winter and M. S. Furlong ..	Majuba Hill	58	51 42
A. Hamilton Harding ..	Bentworth	237	210 16
T. Tikiri Appu ..	Gederawatta	30	26 60

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
E. Winter ..	St. George	40	35 47
C. Paranagama ..	Allugolla	60	53 20
E. Winter and Dr. Gray ..	Uduwakanda	98	86 90
George Bemmelmans ..	Kandamee and Vanilla	55	48 77
			<u>1,134 0</u>
	15th section, ½ mile.		
Government moiety ..			Rs. 629 17
Private contribution ..			Rs. 880 84
			<u>Rs. 1,510 1</u>

Total acreage, 863—Moiety of cost, Rs. 880·84—  
Rate per acre, Re. 1·0206c.

George Bemmelmans ..	Kandamee and Vanilla	55	56 13
Alluta Company ..	Alluta	400	408 27
H. J. Perera ..	—	30	30 62
Stanley Hillman and Harold Stevenson ..	Meegastenna	378	385 82
			<u>880 84</u>

16th section, ½ mile.

Government moiety ..	Rs. 559 63
Private contribution ..	Rs. 783 40
	<u>1,343 3</u>

Total acreage, 1,558—Moiety of cost, Rs. 783·40—  
Rate per acre, ·5028c.

George Bemmelmans ..	Kandamee and Vanilla	55	27 65
Alluta Company ..	Alluta	400	201 13
H. J. Perera ..	—	30	15 8
Stanley Hillman and Harold Stevenson ..	Meegastenna	378	190 7
Alluta Company ..	Coodoogala	582	292 65
L. R. Lawton ..	Letchime totum (Kotikambewatta) 113	113	56 82
			<u>783 40</u>

17th section, ½ mile.

Government moiety ..	Rs. 501 20
Private contribution ..	Rs. 701 76
	<u>1,202 96</u>

Total acreage, 1,503—Moiety of cost, Rs. 701·76—  
Rate per acre, ·4669c.

Alluta Company ..	Alluta	400	186 76
H. J. Perera ..	—	30	14 1
Stanley Hillman and Harold Stevenson ..	Meegastenna	378	176 49
Alluta Company ..	Coodoogala	582	271 74
L. R. Lawton ..	Letchime totum (Kotikambewatta) 113	113	52 76
			<u>701 76</u>

#### Abstract.

	Rs. c.		Rs. c.
Pamunuwe Group	18 20	Kandamee and	
Pawulpawa ..	44 64	Vanilla ..	132 55
Medagoda ..	26 60	Alluta ..	796 16
Trafford Hill ..	532 4	Perera's land ..	59 71
Majuba Hill ..	51 42	Meegastenna ..	752 38
Bentworth ..	210 16	Coodoogala ..	564 39
Gederawatta ..	26 60	Letchime totum ..	109 58
St. George ..	35 47		
Allugolla ..	53 20		<u>3,500 0</u>
Uduwakanda ..	86 90		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Kandy, on or before April 22, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 8, 1916. Chairman.

**Lindula-Agra Branch Road.**

(Between Lindula and end of Agra road.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 309 of 1915-16)

Government moiety .. Rs. 10,000  
Private contributions .. Rs. 10,100

1st section, 1 mile.

Total acreage, 23,154—Moiety of cost, Rs. 718·67—  
Sectional rate, ·0310c.—Total rate, ·0310c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Dimbula Valley Co., Ltd.	Belgravia	305	9	48

1st to 3rd section, 2 miles.

Total acreage, 22,849—Moiety of cost, Rs. 718·67  
Sectional rate, ·0314c.—Total rate, ·0624c.

A. V. & J. H. Renton	Tallankanda	268	16	76
The Misses Temple (A. T. Sydney Smith)	Deyanillakele	267	16	70
A. H. Bell, Mrs. H. C. C. Bell, and Miss R. M. Bell	Fairfield	319	19	95
The Ceylon Tea Plantation Co., Ltd.	Wallaha	290	18	13
The Dimbula Valley Tea Co., Ltd.	Mousacla	550	34	38
Eildon Hall Tea and Rubber Co., Ltd.	Eildon Hall	413	25	82
The Bambarakellie Estates Tea Co., Ltd.	Bambarakellie	486	30	38
Do.	Lot. 110,386, Dell	100	6	26
T. Fairhurst & W. C. Oswald	Oddington	100	6	26
Mrs. Wiggin & Sons	Melton	207	12	95
T. Fairhurst	Kerham	273	17	7
Scottish Trust & Loan Co., Ltd.	Rahanwatta	308	19	26
Do.	Queenwood	239	14	95

1st to 4th section, 2½ miles.

Total acreage, 19,029—Moiety of cost, Rs. 359·34—  
Sectional rate, ·0188c.—Total rate, ·0812c.

The Dimbula Valley Co., Ltd.	Tillicoultry	401	32	64
------------------------------	--------------	-----	----	----

1st to 6th section, 3½ miles.

Total acreage, 18,623—Moiety of cost, Rs. 718·67—  
Sectional rate, ·0385c.—Total rate, ·1197c.

J. A. & N. G. Campbell	Waltrim	370	44	40
Lord Chelmsford	Agarakanda	288	34	56

1st to 7th section, 4 miles.

Total acreage, 17,970—Moiety of cost, Rs. 359·33—  
Sectional rate, ·0199c.—Total rate, ·1396c.

C. R. S. Carew (G. H. Masefield, Agent)	Fassifern West	138	19	33
W. H. Sealey (J. E. Baillie Hamilton)	Fassifern East	138	19	33

1st to 8th section, 4½ miles.

Total acreage, 17,694—Moiety of cost, Rs. 359·34—  
Sectional rate, ·0203c.—Total rate, ·1599c.

F. A. & W. N. Fairlie	Kowlahena	366	58	66
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	91	35

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Dimbula Valley Tea Co., Ltd.	Lippakelle	206	33	2
The Ceylon Estates Investment Association, Ltd.	Macduff	221	35	43
The Ceylon Tea Plantation Company, Ltd.	Begalla, Cymru, and Tangakelle	910	145	83
Sumatravale Estates Co., Ltd.	Maria	297	47	61
The Dimbula Valley Tea Co., Ltd.	Elgin	291	46	64
Do.	Kellyhill	158	25	33
The Vellekellie Tea Co.	Ouvahkellie	593	95	4

1st to 9th section, 5 miles.

Total acreage, 14,082—Moiety of cost, Rs. 359·33—  
Sectional rate, ·0255c.—Total rate, ·1854c.

Heirs of John M. Smith	Caledonia	255	47	38
------------------------	-----------	-----	----	----

1st to 10th section, 5½ miles.

Total acreage, 13,827—Moiety of cost, Rs. 359·34—  
Sectional rate, ·0259c.—Total rate, ·2113c.

Eildon Hall Tea and Rubber Co., Ltd.	Agra	276	58	45
Mooloya Estates, Ltd.	Braemore	265	56	12

1st to 12th section, 6½ miles.

Total acreage, 13,286—Moiety of cost, Rs. 718·67—  
Sectional rate, ·0540c.—Total rate, ·2653c.

Cranley Tea Estates Co.	Cranley and Cranley Upper	818	217	46
Holbrook Co., Ltd.	Holbrook	200	53	18

1st to 16th section, 8½ miles.

Total acreage, 12,268—Moiety of cost, Rs. 1,437·33—  
Sectional rate, ·1171c.—Total rate, ·3824c.

The Agra Tea Co. of Ceylon, Limited	Ardlaw	209	80	6
Heirs of J. M. Smith	Albion	291	111	46
A. G. Seton and C.A. Seton (A. Hamilton Harding, Agent & Resident Manager)	St. Margaret's	197	75	46
Balmoral Ceylon Estates Co., Ltd.	Balmoral, Clydesdale, and Galatea	626	239	76

Alliance Tea Co., Ltd.	Thornfield	290½	111	27
The Agra Tea Co. of Ceylon, Ltd.	Wishford	158	60	53

R. S. & G. J. Pieris	Agra Elbedde	276	105	72
----------------------	--------------	-----	-----	----

A. R. Ashton (E. E. Megget)	Iona	112	42	91
-----------------------------	------	-----	----	----

G. L. Gwatkin (E. E. Megget)	Torrington	283	108	40
Do.	Helbeck	109	41	76

Alex. Stevenson	Lot 110,382, Mossend	125	47	89
-----------------	----------------------	-----	----	----

P. B. Seton (A. Hamilton Harding, Agent and Resident Manager)	New Preston	167½	64	16
---	-------------	------	----	----

A. G. & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	Lot 110,383, Preston No. 2	250	95	76
---	----------------------------	-----	----	----

1st to 17th section, 9 miles.

Total acreage, 9,174—Moiety of cost, Rs. 359·33—  
Sectional rate, ·0391c.—Total rate, ·4215c.

Ceylon Tea Plantation Co., Ltd.	Glenlyon, Stair, & Polmont	683	288	34
---------------------------------	----------------------------	-----	-----	----

1st to 19th section, 10½ miles.

Total acreage, 8,491—Moiety of cost, Rs. 1,077·98—  
Sectional rate, ·1269c.—Total rate, ·5484c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
The Alliance Tea Co. of Ceylon, Ltd.	Gleneagles	222	121 91
Agra Ouvah Estates Co.	Agra Ouvah	331	181 76
Do.	Fankerton	193	105 99

1st to 21st section, 11½ miles.

Total acreage, 7,745—Moiety of cost, Rs. 718·67—  
Sectional rate, ·0927c.—Total rate, ·6411c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Galaha Ceylon Tea Estates and Agency Coy.	Hauteville	320	205 41
Do.	Woodlake	162	103 99
Do.	Freshwater	251	161 12
Do.	St. George	263	168 82
John K. Gilliot & Co. (Cumberbatch & Co.)	Sutlon	277	177 81
Heirs of R. W. Wickham	Holmwood	391	250 98

1st to 22nd section, 12 miles.

Total acreage, 6,081—Moiety of cost, Rs. 359·33—  
Sectional rate, ·0590c.—Total rate, ·7001c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Glasgow Estate Co., Ltd.	Glasgow	472	330 86
Ceylon Tea Plantation Co., Ltd.	Waverly	157	110 6

1st to 23rd section, 12½ miles.

Total acreage, 5,452—Moiety of cost, Rs. 359·34—  
Sectional rate, ·0659c.—Total rate, ·7660c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Glasgow Estate Co., Ltd.	Nithsdale	242	185 59
Portmore Tea Estate Co., Ltd.	Portmore	311	238 50
Do.	Aldourie	269	206 29

1st to 24th section, 13 miles.

Total acreage, 4,630—Moiety of cost, Rs. 359·33—  
Sectional rate, ·0776c.—Total rate, ·8436c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Lutyons Bros. (A. L. Scott)	Mornington	417	352 17
Ceylon Tea Plantation Co., Ltd.	Ardallie	209	176 52
Heirs of T. Mackie and of P. Moir (W. B. Bartlett, Agent)	Lot No. 111,364, Powysland	165	139 35
Balmoral Ceylon Estates Co., Ltd.	Sandringham and Yaravale	542	457 72

1st to 25th section, 14 miles.

Total acreage, 3,297—Moiety of cost, Rs. 718·66—  
Sectional rate, ·2179c.—Total rate, Re. 1·0615c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
New Dimbula Co., Ltd.	Diyagama	3,125	3,320 14
Heirs of J. M. Sayers	Nutbourne	172	182 75

10,061 33

Rs.

N.B.—Private contributions .. 10,140 0  
Unexpended balance, 1914-15 .. 35 67

Amount to be recovered on account 1915-16 10,061 33

Which sums the proprietors, managers, or agents of the  
several estates are hereby required to pay into the Colonial  
Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 12, 1916. Chairman.

## Lindula-Agra Branch Road.

\* (Between Lindula and end of Agra road.)

(Waverley Bridge.)

NOTICE is hereby given that the Governor, with the  
advice and consent of the Legislative Council, having  
agreed to grant the under-mentioned sum for maintenance  
of the above bridge for the year ending September 30, 1916,  
the Provincial Road Committee, acting under the provisions  
of "The Branch Roads Ordinance, 1896," have assessed the  
proportion due by the under-mentioned estates to  
make up the private contributions at the rate of ·0054c.  
per acre:—

(Estimate No. D 518 of 1915-16.)

Government moiety .. Rs. 30·00  
Private contributions .. Rs. 30·30

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
------------------------	----------	----------	------------------

Ceylon Tea Plantation Co., Limited	Waverley	157	0 85
Glasgow Estate Co., Ltd.	Nithsdale	242	1 31
Portmore Tea Estate Co., Ltd.	Portmore	311	1 68
Do.	Aldourie	269	1 46
Lutyons Bros. (A. L. Scott)	Mornington	417	2 26
Ceylon Tea Plantations Co., Limited	Ardallie	209	1 13
Heirs of T. Mackie & P. Moir (W. B. Bartlett, Agent)	Lot 112,364, Powys land	165	0 90
Balmoral Ceylon Estates Co., Limited	Sandringham & Yaravale	542	2 92
New Dimbula Company, Ltd.	Diyagama	3,125	16 87
Heirs of J. M. Sayers	Nutbourne	172	0 92

30 30

Which sums the proprietors, managers, or agents of the  
several estates are required to pay into the Colonial Treasury,  
Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 17, 1916. Chairman.

## Lindula-Agra Branch Road.

(Between Lindula and end of Agra road.)

(Glenlyon Bridge.)

NOTICE is hereby given that the Governor, with the  
advice and consent of the Legislative Council, having  
agreed to grant the under-mentioned sum for maintenance  
of the above bridge for the year ending September 30, 1916,  
the Provincial Road Committee, acting under the provisions  
of "The Branch Roads Ordinance, 1896," have assessed the  
proportion due by the under-mentioned estates to make up  
the private contributions at the rate of ·0029c. per acre:—

(Estimate No. D 518 of 1915-16.)

Government moiety .. Rs. 34·00  
Private contributions .. Rs. 34·34

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
------------------------	----------	----------	------------------

Heirs of J. M. Smith	Albion	291	0 86
A. G. Seton & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	St. Margaret's	197	0 59
Balmoral Ceylon Estates Company, Limited	Balmoral	626	1 85
Do.	Clydesdale		
Do.	Galatea		
R. S. & G. J. Pieris	Agra Elbedde	276	0 82
A. R. Ashton (E. E. Megget)	Iona	112	0 34

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
G. L. Gwatkin (E. E. Megget)	Torrington	283	0 84
Do.	Helbeck	109	0 33
Alex Stevenson	Mossend	110,382, 125	0 37
P. B. Seton (A. Hamilton Harding, Agent and Resident Manager)	New Preston	167½	0 50
A. G. & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	Lot 110,383, Preston No. 2	250	0 74
Ceylon Tea Plantation Company, Limited	Glenlyon, Stair, & Polmont	683	2 2
The Alliance Tea Company of Ceylon, Ltd.	Gleneagles	222	0 66
Agra Ouvah Estates Co.	Agra Ouvah	331	0 98
Do.	Fankerton	193	0 56
Galaha Ceylon Tea Estates and Agency Co.	Hauteville	320	0 94
Do.	Woodlake	162	0 47
Do.	Freshwater	251	0 74
Do.	St. George	263	0 77
John K. Gilliatt & Co. (Cumberbatch & Co.)	Sutton	277	0 81
Heirs of R. W. Wickham	Holmwood	391	1 15
Glasgow Estates Co., Ltd.	Glasgow	472	1 39
Ceylon Tea Plantation Co., Limited	Waverley	157	0 46
Glasgow Estate Co., Ltd.	Nithsdale	242	0 71
Portmore Tea Estate Co., Ltd.	Portmore	311	0 91
Do.	Aldourie	269	0 79
Lutyeus Bros. (A. L. Scott)	Mornington	417	1 23
Ceylon Tea Plantations Co., Limited	Ardallie	209	0 61
Heirs of T. Mackie & P. Moir (W. B. Bartlett, Agent)	Lot 112,364, Powys land	165	0 48
Balmoral Ceylon Estates Co., Limited	Sandringham & Yaravale	542	1 59
New Dimbula Company, Ltd.	Diyagama	3,125	9 22
Heirs of J. M. Sayres	Nutbourne	172	0 51
			34 34

Which sums the proprietors, managers, or agents of the several estates are required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN, Kandy, April 17, 1916. Chairman.

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the repair of the said road to make up the private contributions, as follows:—

(Estimate No. 329 of 1915-16.)

Government moiety ..	Rs. 1,000
Private contributions ..	Rs. 1,010

1st section, 1 mile.

Total acreage, 4,500—Moiety of cost, Rs. 234·31—  
Sectional rate, ·0497c.—Total rate, ·0497c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345	17 17

1st and 2nd sections, 2 miles.

Total acreage, 4,164—Moiety of cost, Rs. 224·31—  
Sectional rate, ·0538c.—Total rate, ·1035c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
South Wanarajah Tea Estates Company	South Wanarajah	250	25 91

1st to 4th section, 4 miles.

Total acreage, 3,914—Moiety of cost, Rs. 448·62—  
Sectional rate, ·1146c.—Total rate, ·2181c.

Ceylon Proprietary Company	Estate	Acreage.	Amount.
			Rs. c.
K. D. Kershaw	Blair Athol	306	66 78
A. Anson	Carfax	298	65 3
K. Rollo and Mrs. Mercer	Gothie	308	67 21
Whittall & Co.	Dunkeld	237	51 72
Castlereagh Estate Company	Castlereagh	511	111 51
Whittall & Co.	Banff	211	46 5
Do.	Elstree	167	36 45
Lethenty Tea Estates Company (H. G. Eccles)	Lethenty and Essex	320	69 83
Do.	Marlborough	258	56 81
Do.	Blairstown	114	24 87

1st to 6th section, 4·50 miles.

Total acreage, 945—Moiety of cost, Rs. 112·16—  
Sectional rate, ·1186c.—Total rate, ·3367c.

Lethenty Tea Estates Company (H. G. Eccles)	Claverton	198	66 72
Uplands Tea Estates of Ceylon	Osborne	441	148 58
Lethenty Tea Estates Company (H. G. Eccles)	Broad Oak	306	103 10
			1,009 40

N.B.—Private contributions .. 1,010 0  
Deduct unexpended balance, 1914-15 .. 0 60

Amount to be recovered on account 1915-16 .. 1,009 40

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN, Kandy, April 18, 1916. Chairman.

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Castlereagh bridge on the 3rd mile of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of ·0594c. per acre:—

Government moiety ..	Rs. 177·00
Private contributions ..	Rs. 178·77

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
K. D. Kershaw	Blair Athol	306	18 20
K. Rollo and Mrs. Mercer	Gothie	308	18 33
Whittall & Co.	Dunkeld	237	14 7
Castlereagh Estate Company	Castlereagh	511	30 40
Whittall & Co.	Banff	211	12 56
Do.	Elstree	167	9 94

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lethenty Tea Estates Com- pany (H. G. Eccles) ..	Lethenty and Essex ..	320 ..	19 4
Do. ..	Claverton ..	198 ..	11 78
Uplands Tea Estates of Ceylon ..	Osborne ..	441 ..	26 24
Lethenty Tea Estates Com- pany (H. G. Eccles) ..	Broad Oak ..	306 ..	18 21
Total ..			178 77

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 18, 1916. Chairman.

#### Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 310 of 1915-16.)

Government moiety .. Rs. 650·00  
Private contributions .. Rs. 656·50

From 1st to end of 2nd section, 1 mile.

Total acreage, 4,089—Moiety of cost, Rs. 215·04—  
Sectional rate, ·0525c.—Total rate, ·0525c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Heirs of J. M. Smith (G. M. Smith) ..	Caledonia ..	255 ..	13 42
George Beck (J. E. Baillie Hamilton) ..	Henfold and St. Regulas ..	570 ..	29 99
F. A. & W. N. Fairlie ..	Kowlahena and Conon ..	366 ..	19 26
The Alliance Tea Co. of Ceylon, Ltd. ..	Gleneagles ..	222 ..	11 68

From 1st to end of 3rd section, 1½ mile.

Total acreage, 2,676—Moiety of cost, Rs. 107·52—  
Sectional rate, ·0401c.—Total rate, ·0926c.

Sumtravale Estate Co., Ltd. ..	Maria ..	297 ..	27 55
The Dimbula Valley Tea Co., Ltd. ..	Lippakele ..	206 ..	19 11

From 1st to end of 6th section, 3 miles.

Total acreage, 2,173—Moiety of cost, Rs. 322·56—  
Sectional rate, ·1484c.—Total rate, ·2410c.

The Ceylon Estates Invest- ment Association, Ltd. ..	Macduff ..	221 ..	53 31
Ceylon Tea Plantations Company, Limited ..	Tangakelley ..	910 ..	219 48
The Vallekellie Tea Co. ..	Ouvahkellie ..	593 ..	143 2
The Dimbula Valley Tea Company ..	Elgin ..	291 ..	70 19
Do. ..	Kellyhill ..	158 ..	38 11
Total ..			645 12

N.B.—Private contributions .. Rs. 656 50  
Unexpended balance, 1914-15 .. 11 38

Amount to be recovered on account 1915-16 .. 645 12

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 17, 1916. Chairman.

#### Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)  
(Henfold Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of ·0084c. per acre:—

Government moiety .. Rs. 32·00  
Private contributions .. Rs. 32·32

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Beck (J. E. Baillie Hamilton) ..	Henfold and St. Regulas ..	570 ..	4 80
F. A. & W. N. Fairlie ..	Kowlahena and Conon ..	366 ..	3 8
The Alliance Tea Co. of Ceylon, Ltd. ..	Gleneagles ..	222 ..	1 86
Sumtravale Estates Co., Limited ..	Maria ..	297 ..	2 51
The Dimbula Valley Tea Co., Ltd. ..	Lippakele ..	206 ..	1 74
The Ceylon Estates Invest- ment Association, Limited ..	Macduff ..	221 ..	1 87
Ceylon Tea Plantations Company, Limited ..	Tangakelle ..	910 ..	7 67
The Vallekellie Tea Co. ..	Ouvahkellie ..	593 ..	5 0
The Dimbula Valley Tea Company ..	Elgin ..	291 ..	2 45
Do. ..	Kellyhill ..	158 ..	1 34
			32 32

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 18, 1916. Chairman.

#### Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)  
(Kowlahena Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of ·0083c. per acre:—

(Estimate No. D 518 of 1915-16.)

Government moiety .. Rs. 27·00  
Private contributions .. Rs. 27·27

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
F. A. & W. N. Fairlie ..	Kowlahena and Conon ..	366 ..	3 6
The Alliance Tea Co. of Ceylon, Ltd. ..	Gleneagles ..	222 ..	1 86
Sumtravale Estates Co., Limited ..	Maria ..	297 ..	2 48



Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Dimbula Valley Tea Co., Ltd.	.. Lippakele	.. 206 ..	1 73
The Ceylon Estates Investment Association, Limited	.. Macduff	.. 221 ..	1 85
Ceylon Tea Plantations Company, Limited	.. Tangakelle	.. 910 ..	7 60
The Vallekkelle Tea Co.	.. Ouvahkellie	.. 593 ..	4 96
The Dimbula Valley Tea Company	.. Elgin	.. 291 ..	2 42
Do.	.. Kellyhill	.. 158 ..	1 31
			27 27

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 18, 1916. Chairman.

#### Wallaha Branch Road.

(Between Tillicoultry and Eildon Hall Estates.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 311 of 1915-16.)

Government moiety	..	Rs. 400
Private contributions	..	Rs. 404

1st section, .91 mile.

Total acreage, 4,180—Moiety of cost, Rs. 180.98—  
Sectional rate, .0432c.—Total rate, .0432c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Dimbula Valley Company	.. Tillicoultry	.. 401 ..	17 36
The Ceylon Tea Plantations Company, Limited	.. Wallaha	.. 290 ..	12 56
A. V. & J. H. Renton	.. Talankanda	.. 268 ..	11 61

From 1st to end of 2nd section, 1.91 mile.

Total acreage, 3,221—Moiety of cost, Rs. 198.66—  
Sectional rate, .0616c.—Total rate, .1048c.

E. Temple	.. Diyanilakele	.. 267 ..	28 3
The Dimbula Valley Tea Co., Ltd.	.. Mousaella	.. 550 ..	57 73
Eildon Hall Tea and Rubber Co., Ltd.	.. Eildon Hall	.. 413 ..	43 35
Bambrakelle Estate Tea Co., Ltd.	.. Bambarakele	.. 486 ..	51 2
Do.	.. Dell	.. 100 ..	10 50

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
T. Fairhurst & W. C. Oswald	.. Oddington	.. 100 ..	10 50
Mrs. Wiggin & Son	.. Melton	.. 207 ..	21 73
J. Fairhurst (W. C. Oswald)	.. Ferham	.. 273 ..	28 87
Scottish Trust and Loan Co., Ltd.	.. Rahanwatta	.. 308 ..	32 33
Do.	.. Queenwood	.. 239 ..	25 9
Eildon Hall Tea and Rubber Co., Ltd.	.. Agra	.. 276 ..	28 96
			379 64
			Rs. c.
N.B.—Private contributions			.. 404 0
Unexpended balance, 1914-15			.. 24 36
Amount to be recovered on account 1915-16			.. 379 64

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 30, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, April 17, 1916. Chairman.

#### Mallawapitiya-Rambodagalla Branch Road.

NOTICE is hereby given in terms of the Branch Roads Ordinance, No. 14 of 1896, that a meeting of the Local Committee of the above road will be held at the Kurunegala Resthouse on April 29, 1916, at 10 A.M.

*Business.*

- (1) To report to the Provincial Road Committee on the proportion to be paid by estates using the road for the cost of boundary stones to be erected.
- (2) To revise the acreages of estates now using the road.
- (3) To ask for information as to how the assessment money for upkeep is being expended, and what sum is being expended upon each separate mile or section.

J. S. PATTERSON,  
Kurunegala, April 7, 1916. Chairman, Local Committee.

#### Bevilla-Digowa Cart Road.

A COMMITTEE MEETING will be held at Avissawella Resthouse at 11 A.M. on Tuesday, May 2, 1916, under the provisions of the Estate Roads Ordinance, No. 12 of 1902.

*Business.*

1. To apportion the charges of the road to the estates concerned.
2. Any other business of which due notice is given.

Dunedin, Yatiyantota,  
April 6, 1916. L. BAYLY,  
Chairman, Local Committee.