



# Ceylon Government Gazette

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

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

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

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### 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
Total Shares taken ..	Seven

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 her inafter 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 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 Auditor 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.

[Third Publication.]

*Ribur Rubber Company, Limited.*

NOTICE is hereby given that the Tenth Ordinary General Meeting of this Company will be held at the Company's registered office, No. 21, Baillie street, Fort, Colombo, on Wednesday, May 17, 1916, at 3 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1915.
2. To declare a dividend.
3. To elect a Director.
4. To elect Auditors for 1916.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 3 to 20, 1916, inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,  
Colombo, May 3, 1916. Agents and Secretaries.

*Ribur Rubber Company of Ceylon, Limited.*

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of Shareholders of this Company will be held at its registered office, No. 21, Baillie street, Fort, Colombo, on Wednesday, May 17, 1916, at 3.30 P.M.

*Business.*

1. To receive the Directors' report and accounts for the year ended December 31, 1915.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 3 to 20, 1916, inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,  
Colomb, May 3, 1916. Agents and Secretaries.

*Udakelle Rubber Company, Limited.*

AN Extraordinary General Meeting of the Shareholders of the Company will be held at No. 1, Castle Hill street, Kandy, on Friday, May 12, 1916, at 12 noon, when the following resolutions will be submitted to the meeting:—

1. That the authority granted to the Directors at the Extraordinary General Meeting of the Company held on July 9, 1910, empowering them to issue a further 1,250 Fifty-Rupee shares at par be varied, and that the Directors be authorized to issue so many of the 1,250 shares referred to as have not already been issued at such times and at such premium and on such terms as they think proper.

2. That the Directors of the Company be authorized to borrow a further sum or sums of money not exceeding Twenty-five thousand Rupees (Rs. 25,000) on a mortgage of the Udakelle Estate, buildings, and plantations, on such terms and conditions as the Directors may deem expedient; the authority hereby given to the Directors not being intended in any way to supersede or limit the borrowing powers conferred on them by the Articles of Association of the Company and the authority granted to them at the Extraordinary General Meeting of the Company held on April 3, 1915, empowering them to borrow a sum of Thirty thousand Rupees (Rs. 30,000) on a mortgage of the Udakelle Estate and premises.

By order of the Directors,

LIESCHING & LEE,  
Kandy, May 2, 1916. Secretaries.

*Auction Sale.*

WITH authority obtained from the District Court Colombo in insolvency proceedings No. 2,671, I sell by public auction on Monday, May 22, 1916, commencing at 5 P.M., at my office, No. 119, Hulftsdorp street, Colombo, the following properties, to wit:—

- (1) An undivided half part of all that allotment of land called Katuwellekotuwewatta, situated at Siyambalangomuwa, Kudagalboda korale, Weudawili hatpattuwa, Kurunegala District, containing in extent 6 acres 2 roods and 38 perches.
- (2) An undivided half part of all that allotment of land called Katuwellekotuwewatta Kongahamulawatta, situated at Siyambalangomuwa aforesaid, containing in extent 4 lahas of kurakkan sowing.
- (3) An undivided half part of all that allotment of land called Jambugahamulawatta, situated at Siyambalangomuwa aforesaid, containing in extent 3 lahas of kurakkan sowing.

H. D. JOHN PIERIS,  
119, Hulftsdorp street, Colombo. Auctioneer.

*Auction Sale of Valuable Properties in the District of Chil*

UNDER mortgage decree in case No. 10,892, D.C., Negombo, entered in favour of the plaintiff, Kana Nona Kana Lena Lechchamanan Chetty of Negombo, against the defendants, Malasinghe Aratchige Dona Engelinahamy of Bandiruppuwa, personally and as administratrix of the estate of Hitihamy Appuhamillage Don Cornelis Appuhamy of Bandiruppuwa, deceased, and guardian *ad vitam* of (1) Hitihamy Appuhamillage William, (2) ditto Albinahamy, (3) ditto Robertinahamy, (4) ditto Seadoris, and (5) ditto Dona Mary Josephine, minors, and (2) Hitihamy Appuhamillage Porlentina assisted by her husband J. D. Selestino of Bandiruppuwa, and by virtue of the commission issued to me, for the recovery of the sum of Rs. 1,520, with interest thereon at 9 per cent, per annum from April 10, 1916, till

payment in full and costs of suit, I shall sell the under-mentioned properties by public auction at the respective spots on Friday, May 26, 1916:—

At 4 P.M.

(1) The land bearing letter R and No. 48, situate at Bandiruppuwa, in Otarapalata of Pitigal Korale South, in the District of Chilaw, in extent 9 acres 3 roods and 15 perches, of which the undivided portion, 112 coconut trees plantable extent, towards the north.

At 4.30 P.M.

(2) The undivided one-sixth share of the land called Siyambalahawatta, situate at Bandiruppuwa aforesaid, in extent about 3 acres and 3 roods.

Further particulars from D. J. S. Goonawardane, Esq., Proctor, Negombo, or—

Negombo, May 2, 1916.

M. P. KURERA,  
Auctioneer.

**Sale under Mortgage Decree of Properties in the Districts of Negombo and Kurunegala.**

UNDER decree in case No. 10,835, D. C., Negombo entered in favour of the plaintiff, Suna Pana Rawanna Mana Vena Vengadaselam Chetty of Negombo, against the defendants (1) Warnakulasuriya Juan Fernando, (2) Warnakulasuriya Marselinu Fernando, both of 2nd division, Udayartoppu, in Negombo, and by virtue of the commission issued to me, for the recovery of the sum of Rs. 1,840 due in respect of bond No. 19,984 dated October 16, 1912, and attested by H. M. de Silva, Notary Public, with interest thereon at 9 per cent. per annum from February 9, 1916, till payment in full and costs of suit, Rs. 164.87, I shall sell the under-mentioned properties by public auction at the respective spots, viz.:—

On Friday, May 26, 1916, at 4 P.M.

(1) The western half share from and out of the western half share of the land called Embillagahawatta and the buildings standing thereon, situate at 2nd division, Udayartoppu, within the gravets and in the District of Negombo; containing in extent about 20 perches.

At 4.30 P.M.

(2) The southern portion of lot A of the land called Kongahawatta and the buildings standing thereon, situate at 2nd division, Udayartoppu aforesaid; containing in extent 20 yards in breadth from north to south, and 37 yards in length from east to west.

On Saturday, May 27, 1916, at 10.30 A.M.

(3) The undivided half share of the lands called Paragahamulahenyaya, Ambagahawatta, Kajugahamulahena, and Kajugahahena, now forming one land Hiriwewawatta and the buildings standing thereon, situate at Hiriwewa, in Yagam pattu korale of Katugampola hatpattu, in the District of Kurunegala; containing in extent about 58 acres.

Further particulars from D. J. S. Goonawardana, Proctor, Negombo, or—

Negombo, May 2, 1916.

M. P. KURERA,  
Auctioneer.

**Sale under Mortgage Decree of Property at Mohottimulla and Kaluachchimulla, in the District of Chilaw.**

BY virtue of the commission to sell issued to me, under decree in case No. 5,077, D. C., Chilaw, entered in favour of the plaintiff, Sembukuttiaratchige Paul de Silva of Katana, against the defendant, Seneratkaluachchilage Siman Appuhamy alias Siman Sinno Appuhamy of Kaluachchimulla, for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction at the respective spots on Tuesday, May 30, 1916, viz.:—

At 3.30 P.M.

(1) The portion of the western  $\frac{1}{2}$  share of land marked letter I and No. 110, situate at Kaluachchimulla and Mohottimulla, in extent 3 acres 2 roods and 13 perches, of which the undivided portion, in extent 2 acres and 2 roods.

At 4 P.M.

(2) The undivided extent of 3 acres bordering the southern boundary of land 6,400, situate at Kaluachchimulla, in extent 7 acres 1 rood and 17 perches.

At 4.30 P.M.

(3) The portion of land called Kongollekele at Motemulla, in extent 3 acres and 2 roods, with the buildings standing thereon.

Further particulars from Messrs. Martin and Sansoni, Proctors, Chilaw, or—

Negombo, May 2, 1916.

M. P. KURERA,  
Auctioneer.

**Auction Sale.**

UNDER mortgage decree in case No. 10,867, D. C., Negombo, entered in favour of the plaintiff, Sina Suna Muna Muna Muttu Caruppan Chetty of Negombo, against the defendants (1) Sudasinghemanchanayaka of the hamillage Menikhamy and husband (2) Wijesinghe Abaykoon Nilame Appuhamy, both of Nathandiya, for the recovery of the sum of Rs. 662 due in respect of mortgage bond No. 6,827 dated October 26, 1912, and attested by T. H. de Silva, Notary Public, with interest thereon at 9 per cent. per annum from February 21, 1916, till payment in full and costs of suit, Rs. 124, and by virtue of the commission issued to me, I shall sell the under-mentioned properties by public auction at the respective spots on Wednesday, May 31, 1916, viz.:—

At 10 A.M.

(1) An undivided  $\frac{1}{2}$  share from and out of the undivided  $\frac{1}{2}$  share of the land called Palugahawatta, situate at Palliyapitiya, in Dunagaha pattu of Alutkuru korale, in extent about 25 acres.

At 10.30 A.M.

(2) An undivided  $\frac{1}{2}$  share from and out of the undivided  $\frac{1}{2}$  share of the field called Nagahakumbura, situate at Palliyapitiya aforesaid, in extent about 8 parras of paddy sowing.

Further particulars from P. F. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, May 2, 1916.

M. P. KURERA,  
Auctioneer.

**Auction Sale.**

In the District Court of Galle.

Pena Ana Avanna Muna Muttusamy Pulle of Kaluwella ..... Plaintiff.  
No. 13,663. Vs.

James Dahanayaka of Yakgaha in Akmeemana ..... Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction at the spot on Saturday, May 27, 1916, commencing at 2 P.M. the following property, declared bound and executed for the recovery of the amount due under the said decree, viz.:—

1. All the soil and trees and the buildings standing thereon of the defined lot bearing No. 3 of the three contiguous and adjoining allotments of land called Babayagawatta alias Keenagahaudumulla, Yakgahawatta alias Welipotawatta, and Yakgaha Kandapahalakebella, together forming one land depicted in the figure of survey No. 2,595, made by F. A. Gunasekera, Surveyor, and filed of record in case No. 8,574 of the District Court of Galle, situate at Yakgaha in Akmeemana in Galle District; which said defined lot is bounded on the north by lot No. 2 of the said land, east by tea estate, south by lot No. 4 of the said land, and west by a road; containing in extent 1 acre 3 roods 31.56 perches.

2. All the soil and trees of a defined lot bearing No. 3 of the land called Aluwalageduwa depicted in plan No. 2,598A, filed in the aforesaid case, situate at Yakgaha aforesaid; which said defined portion is bounded on the north by lot No. 4 of the said land, east by a road, south by lot No. 2 of the said land, and west by Yakgahamulana; containing in extent 16.12 perches.

3. All the soil and trees of a defined lot bearing No. 1\* of the land called Batalewatta *alias* Yakgaha Kandapahala-kebella, depicted in plan No. 2,628A, made by F. Gunasekera, and filed in the aforesaid case, situate at Yakgaha; which said lot is bounded on the north by tea estate and Sirikkegewatta, east by tea estate, south by lot No. 2 of the said land, and west by Kirindegeudumulla; containing in extent 14'54 perches.

4. All the soil and trees of the defined lot bearing No. 1 of the land called Marakalayagewatta *alias* Gorakagahawatta, depicted in plan No. 2,627A filed in the aforesaid case, situate at Yakgaha aforesaid; which said defined portion is bounded on the north by lot No. 2 of the said land, east by Kirindegeudumulla, south by Gorakagahaliadda, and west by Kajugahawatta; containing in extent 1 rood 19'90 perches.

CHAS. M. GOONASEKERA,  
Auctioneer.

**Auction Sale.**

In the District Court of Galle.

M. Goda, Manuel Sasanachandra of Ella in  
Elpitiya ..... Plaintiff.  
No. 13,718. Vs.

Kalugalage Amadoris de Silva of Keraminiya in  
Ambalangoda ..... Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction at the spot on

Saturday, June 10, 1916, at 11 A.M., the following property declared bound and executable, for the recovery of the amount due under the said decree, viz. :—

The undivided  $\frac{1}{3}$  part of the entire soil and of the appurtenances thereto belonging of lot No. 12,284 of the extent of 10 acres and of lot No. 12335 lying adjoining south to the above lot of the extent of 7 acres and 33 perches of the land called Dehigahawela, situate at Nawadagala in Bentota-Walallawiti korale; which said two lots are together bounded on the north by Keramandiyakumbura, east by Elpitiela, south by Embilagahagédadeniyekanatta, and west by Uranmerudoowa.

CHAS. M. GOONASEKERA,  
Auctioneer.

In the District Court of Colombo.

Special No. 659. In the Matter of the application under Section 77 of "The Joint Stock Companies Ordinance, 1861," for the winding up of the Coliseum Theatre Company, Limited, Colombo.

NOTICE is hereby given that a meeting of the creditors of the above-named Company will take place at the sitting of this court on May 30, 1916, for any consideration of the liquidator's first interim reports.

By order of court,

D. M. JANSZ,  
Secretary.

**ROAD COMMITTEE NOTICES.**

**High Forest-Bramley Branch Road.**

(Storm Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for building a retaining wall at a slip on mile No. 2 of the above road, 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 at the rate of '0358c. per acre.

(Estimate No. D 551 of 1915-16.)

Government moiety .. Rs. 107.50  
Private contribution .. Rs. 110.18

Amount.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Ceylon Up-country Tea Estates, Ltd. (Boustead Brothers, Agents), R. R. Jaques ..	Kurunduoya	683	24	51
Lanka Plantations Co., Ltd. (J. M. Robertson & Co.), R. R. Jaques ..	Rillamulla	230	8	27
W. H. Tindall & Co. (Carson & Co., T. H. Williams) ..	Bramley	297	10	67
United Planters' Co. of Ceylon, Ltd. (Boustead Bros.), T. H. Williams ..	Lauriston	235	8	44
High Forest Estates Co., Ltd. (Whittall & Co.), W. P. Spurway ..	High Forest	1,625	58	29
<b>Total</b>			<b>110</b>	<b>18</b>

Which sums the proprietors, managers, or agents are hereby required to pay into the Colonial Treasury, Colombo, on or before May 16.

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

**Duckwari-Cottaganga Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 20, 1916, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

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

1st section,  $\frac{1}{2}$  mile.

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

1st to 4th section,  $1\frac{1}{2}$  mile.

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

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

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, May 1, 1916. Chairman.



Total Quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from April 16 to 22, 1916.

Steamship.	Date of Clearing.	For what Port.	Black Tea.	Green Tea.	Rubber.	Cacao.	Cardamoms.	Coffee.		Cinnamon Quills.	Cinnamon Chips.	Products of Coconut Palm.				Plumbago.	Coir.			Citronella Oil.	Cinnamon Oil.	Cinchona.	Gingelly Poonac.	Ebony.	Orchilla.	Kitul Fibre.										
								Plantation.	Native.			Total.	Desiccated Coconuts.	Poonac.	No.		Cocoanut Oil.	Copra.	Cocnuts.								Yarn.	Fibre Brisle.	Fibre Mattress.	lb.	oz.	lb.	ewt.	lb.	ewt.	lb.
<b>COLOMBO.</b>																																				
Edward Bary ..	10-3-16	Vladivostok..	1434310	240509																																
Chenstrae ..	2-4-16	London			76401		1418							95																						
Khiva ..	5-3-16	Australia	862031		36236	188			1000	10080				242																						
Kuna Jiri Maru..	29-3-16	Bombay	22837				3589																													
Lady Blake ..	23-3-16	Tondi																																		
Manora ..	31-3-16	Calcutta															25																			
Magician ..	16-3-16	London	213547		74485	523					69104																									
Nankin ..	23-3-16	Bombay	39604				74																													
Sontay ..	3-4-16	Marseilles	36243			40																														
Umfuli ..	29-3-16	Cape Ports	163022			72																														

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended April 22, 1916.

TO COLOMBO:—	
From Bombay	5,361
Dhanuskodi*	22,600
Negapatam	508
Rangoon	18,190
Singapore	11,115
Tuticorin	1,635
	<u>59,309</u>

\* By rail.

2,270 bags rice have been shipped from Colombo for the week ended April 22, 1916.

H. M. CURTIS,  
Colombo, April 26, 1916.

R. O. DE SARAM,  
for Principal Collector.

GALLE:—Nil.

TO GALLE:—Nil.

Total Quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from April 23 to 29, 1916.

Steamship.	Date of Clearing.	For what Port.	Black Tea.	Green Tea.	Rubber.	Cacao.	Cardamoms.	Coffee.			Cinnamon Quills.	Cinnamon Chips.	Products of Coconut Palm.					Yarn.	Ribre Bristle.	Ribre Mattress.	Citronella Oil.	Cinnamon Oil.	Cinchona.	Gingelly Poonac.	Ebony.	Orchilla.	Kital Fibre.		
								Plantation.	Native.	Total.			Coconut Oil.	Copra.	Desiccated Coconuts.	Poonac.	Coconuts.											Plumbago.	
<b>COLOMBO.</b>																													
Amiral Neilly	10-4-16	Havre	45898	—	—	101	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Bandon	16-4-16	Bangkok	13500	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Culua	19-4-16	London	2500	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Derbyshire	7-4-16	Rangoon	3460	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hakata Maru	16-4-16	Rangoon	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mooltan	18-3-16	Australia	533536	—	31020	404	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Novara	6-4-16	Bombay	38516	15820	60	—	2903	—	—	—	200	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Omrah	23-3-16	Australia	322615	—	—	55	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Oceana	13-3-16	New York	385680	39585	519876	340	425	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>GALLE.—Nil.</b>																													

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended April 29, 1916.

TO COLOMBO :—	Bags.	Bags.	TO GALLE:—Nil.
From Calcutta	1,921	Singapore	23,539
Dhanushkodi*	25,124	Tuticorin	7,409
Karikal	3,448	Total	88,000
Fenang	5,000		
Rangoon	22,159		

\* By rail.

2,135 bags of rice have been shipped from Colombo during the week ended April 29, 1916.

H. M. Customs,  
Colombo, May 2, 1916.R. O. DE SARAJ,  
for Principal Collector.

## 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.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF KANDY.

NOTICE is hereby given that, in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of Police and Lighting rate and Water-rate due on the premises, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates, and taxes and costs be duly paid :—

Lists A/2 and D/2.—On Monday, June 12, 1916, commencing at the first-named premises at 8 A.M.

List B/2.—On Tuesday, June 13, 1916, commencing at the first-named premises at 8 A.M.

List C/2.—On Wednesday, June 14, 1916, commencing at the first-named premises at 8 A.M.

List E/2.—On Thursday, June 15, 1916, commencing at the first-named premises at 8 A.M.

The Municipal Office,  
Kandy, May 1, 1916.

By order,

JAS. JAYATILLEKE,  
Secretary.

#### LIST A/2.

##### *Aruppola.*

No.	Description of Property.	Reputed Owner.
1	Field ..	W. Tikiri Menika
4 and 25	Do. ..	A. S. Pinhamy, Arachechi
5	Do. ..	Ranhamy, Karia Korala
6	Do. ..	Uyanwatte Pulunurala Gammahe
7, 19, 57	Fields ..	Gangarama vihare
12	Field ..	Atabagegedara Mutu Menika
21	Do. ..	Medage Gammahelage Punchirala
26	Do. ..	Illukgasgoda Ukku Banda
40	Do. ..	Mudadeniye Tikira and others
46	Garden ..	Punchi Hatha
51 and 51a	Do. ..	Udakumburegedara Punchirala
52	Do. ..	Mudadeniye Yaddessa Sondina
53a	Do. ..	Dembatagaspitiyegedara Punchi Menika
58	Do. ..	Ukku Banda
59	Do. ..	Mudiyanselage Ran Menika
60	Do. ..	Udakumburegedara Banda
61	Do. ..	Kiri Menika.
62	Do. ..	Siyatu and Pulingurala
63	Do. ..	Wanategedara Ukku Menika
66	Do. ..	Mudadeniye Yaddessale Kiria and others
67	Do. ..	Watapuluwe Tikiri Menika
69	Do. ..	Udakumburegedara Dingiri Menika
70	Do. ..	Dewalayegedara Binduwa

#### LIST B/2.

##### *Huduhumpala.*

8, 12, and 24a	Fields ..	Poola
11	Field ..	Kiri Baiyaha
19	House and land	Baba

##### *Wattarantenna.*

14	House and land	W. Dunuvilla
16 and 18	Fields ..	do.
19	House and garden	Mrs. P. T. Habibu Lebbe

##### *Leula.*

2	Garden	Dodanwela, late Ratemahatmaya
11	Do.	Heenagamagedara Dothu and others

Nos.	Description of Property.	Reputed Owner.
12	House and garden	Welapalagamedara Sundara
18a	Field	Dodanwela Ratemahatmaya and Almalie
19	Do.	Tittapatgalagedara Ukkuwa
20 and 60	Fields	Hawadiya Mahaduraya
21	Field	Heenagamagedara Hauwa
23	Do.	Rajapaksagedara Menika
27	Do.	Meegahamulagedara Setuwa and others
31	Do.	Rajapaksagedara Menikie
33	Do.	Tikiri Menika
45	Garden	Heenagamagedara Hauwa
47 and 48	House and garden	do.
50	Do.	Atapathagedara Mudalihami
51	Do.	Heenagamagedara Kaloo
59 and 67	Field	Delanpitiye Kira
63	House and garden	Heenagamagedara Kiri Unga
77	Field	Yamanagedara Kiri

## LIST C/2.

*Dodanwela.*

16	Field	Girambewatte Ukku Banda
17	Do.	Rewata Umanse
45	House and garden	Bulugahawatte Punchi Banda
54	Do.	Heenkenda Mudiyansele Punchirala
58	Field	P. B. Elikewela
65	House and garden	Dona Elizabeth Perera
76a	Garden	Dodanwela, late Ratemahatmaya

*Bahirawakanda.*

18a	House and garden	Samsar Allie
22c	Field	Kalumenika
11a	House and garden	Simon de Alwis
13b	Do.	S. de Alwis

*Road between Peradeniya and Primrose Hill.*

2a	Estate	Gunawardana
4	Garden	P. B. Disanayaka
7 and 8	Gardens	O. D. Perera

## LIST D/2.

*Watapuluwa.*

5	House and garden	Maddapuligedara Appuhami
19, 21, and 23	Houses and gardens	Maddapuligedara Dingiri Amma
26	Garden	Galkaduwe Ukkurala
37	Do.	Gohagoda Sumana Unnanse
44 and 45, 99 and 100	Fields	Kiri Banda, Arachchi
50 and 57	Do.	Una Mahamadu Lobbe
86	House and garden	Nittawela Pansala
105 and 178	House and gardens	Kiri Banda, Arachchi
121	Gala	Palkaduwegedara Wattetenne Kalu Menika
133	House and garden	Amunugamedara Appuhamy
142	Garden	Amunugamedara Kaluhamy
156a	Gala	Amunugamedara Ranmenika
158	House and garden	Kiri Banda, Arachchi
166	Field	Tikiri Menika and others
170	House and garden	Amunugamedara Kalu Menika
172	Garden	Ranhamy
173, 174, and 175	Houses and gardens	Amunugamedara Tikiri Menika
180	Land	Amunugamedara Ukku Banda
189a	Gala	Pallewattededara Ukku Banda

## LIST E/2.

*Yatinuwara, Talwatta.*

1	Land	S. P. Pinhamy, Arachchi
3	Garden	J. M. Ukku Menika
4a	Field	Walliappa Chetty
5	Garden	Ukku Menika
9, 10, 14, and 15	Fields	P. Wijesingha
16	Garden	Pallegedara Punchi Menika
28a	Do.	Uyanawatte Pulingurala Gammahe
31	House and garden	S. Ranghamy
43a	Field	K. B. Wijesinghe
44	Do.	Ranghamy, Karia Korala
56	Garden	Medagammehelaye Dingirihamy
56a	Do.	Punchirala
67a and 71a	House and gardens	Rang Menika
69	Garden	Kira and others
70 and 70a	Gardens	Udaporuwegedara Menika

## TRADE MARKS NOTICES.

NOTE.—In the following Lists the numbers in the second column show the number of the "Ceylon Government Gazette" in which the Mark was advertised :—

### Trade Marks Registered during the Month of March, 1916.

Application No.	Gazette No.	Name of Registered Proprietor.	Class.	Certificate No.
1,007	6,767	American Chicle Company	42	1,650
1,036	6,769	Messrs. S. A. M. H. Abdul Cader Sahib & Company	25	1,651
1,039	6,769	Mrs. Elizabeth White	47	1,652
1,043	6,772	Mr. S. H. P. de Silva	3	1,653

### Trade Marks Renewed during the Month of March, 1916.

391	5,830	The British-American Tobacco Company, Limited	45	352
398	5,860	Messrs. Bosanquet & Company	42	359
402	5,860	Messrs. Bosanquet & Company	42	363
406	5,837	Messrs. Welch & Company	42	367

### Trade Marks removed from the Register through Non-payment of Renewal Fees during the Month of March, 1916.

394	5,831	Messrs. Brunner Mond & Company	42	355
380	5,835	Messrs. Dodwell Carlill & Company	50	378
383	5,835	Messrs. Dodwell Carlill & Company	50	379

### Subsequent Proprietors Registered during the Month of March, 1916.

(Note.—The name in *Italics* is that of the former Proprietors.)

—	6,047	<i>Messrs. James Saunders &amp; Company, Limited</i> ; Messrs. Portal, Dingwall, & Norris	43	581
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Registrar-General's Office,  
Colombo, May 3, 1916.

W. L. KINDERSLEY,  
Registrar-General.