

Ceylon Government Gazette

Published by Authority.

No. 6,809 — FRIDAY, JULY 21, 1916.

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

PART V.—Mercantile, Marine, Municipal, Local, &c.

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

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

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	769	Trade Marks Notifications	779
Notices to Mariners	—	Local Board Notices	776
Notifications of Quarantine	—	Road Committee Notices	779
Returns of Imports and Exports	775	Notices affecting Small Towns	—
Railway Traffic Returns	—	Notices affecting Village Communities (Gansabhawa)	—
Patents Notifications	778	Unofficial Announcements	741

3/2 Publications

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE G. W. RUBBER ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE G. W. RUBBER ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To acquire and take over as a going concern the Gampolawatta estate in the Gampola district of Ceylon.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.

- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (e) or (g), or for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash, credit bonds, or hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money or otherwise shares or bonds in, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

(z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred and Seventy-five thousand Rupees (Rs. 175,000), divided into 17,500 shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
D. W. WATSON, Colombo	One
EDMUND T. F. S. HARVEY, Colombo	One
H. J. BROMLEY, Colombo	One
H. CREASY, Colombo	One
E. R. WILLIAMS, Colombo	One
Witness to the above five signatures at Colombo this 16th day of June, 1916.	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
E. D. BERESFORD BRUCE, Norwood	One
LYDIA BERESFORD BRUCE, Norwood	One
Witness to the above two signatures at Norwood this 17th day of June, 1916.	
FRANCIS G. BEESON, Pharmacist, Glencairn, Dikoya.	
Total number of Shares taken ..	Seven

ARTICLES OF ASSOCIATION OF THE G. W. RUBBER ESTATE COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on the shares of the Company.

INTERPRETATION CLAUSE.

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

The word "Company" means "The G. W. Rubber Estate Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is One hundred and Seventy-five thousand Rupees (Rs. 175,000), divided into 17,500 shares of Rs. 10 each.

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

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

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

SHARES.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them; and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the share so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clauses 35 and 36 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

30. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

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

34. The Register of Transfers may be closed during the 14 days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than 21 days in any year.

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered under clause 36 in respect of any share on which the Company has any lien shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

43. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence

of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted or otherwise disposed of under Article 41 hereof shall be redeemable after sale or disposal.

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

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every share held by him up to fifty shares; he shall have an additional vote for every fifty shares held by him beyond the first fifty shares up to two hundred shares; and he shall have an additional vote for every hundred shares held by him beyond the first two hundred shares. When voting on a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

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

79. Votes may be given either personally or by proxy or by attorney.

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

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

82. No person shall be entitled to hold a proxy who is not a Shareholder of the Company.

83. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor, or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

The G. W. Rubber Estate Company, Limited.

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

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

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

DIRECTORS.

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

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

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be Ernest Douglas Beresford Bruce, Francis John Poyntz Roberts, and Alfred Churchill Matthew, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the lease, purchase, or acquisition of any lands, estates, or property they may think fit, or any share or shares thereof.

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

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

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

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

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

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

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

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

purpose, and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit, and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from their other assets.

140. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining, or extending any of the property or plant of the Company, or any part thereof, or for the redemption of mortgages or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

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

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

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

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

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

147. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of the Company or of

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, 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 trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the days and dates hereafter written.

D. W. WATSON.
EDMUND T. F. S. HARVEY.
H. J. BROMLEY.
H. CREASY.
E. R. WILLIAMS.

Witness to the above five signatures at Colombo this 16th day of June, 1916.

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

E. D. BERESFORD BRUCE.
LYDIA BERESFORD BRUCE.

Witness to the above two signatures at Norwood this 17th day of June, 1916.

FRANCIS G. BEESON,
Pharmacist,
Glencairn, Dikoya.

3rd Publication

MEMORANDUM OF ASSOCIATION OF THE LYEGROVE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE LYEGROVE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire from Humphrey Bowen Trevelyan Boucher, Esq., and Sidney Harrison Pearless, Esq., the Lower Lyegrove Estate, situated in the Haputale district, in the Province of Uva, Ceylon.
 - (2) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property; real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamons, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say, planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.

- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize, or otherwise assist any such company; and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the money secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other Company or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up, or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any Company, or debentures or debenture stock or obligations of any Company or person, or partly one and partly any other.
- (29) To distribute among the shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand (30,000) shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
S. H. PEARLESS (by his attorney T. G. ELLIOTT), 6, High street, East Grinstead, Sussex, England	One
T. G. ELLIOTT, Hingurugama, Badulla	One
H. B. T. BOUCHER, Duckwari, Rangala	One
H. W. CRABBE, Colombo	One
C. A. HARE, Colombo	One
C. E. HAMMOND, Colombo	One
E. MILES HARE, Colombo	One
Total number of Shares taken ..	Seven

Witness to the signatures of SIDNEY HARRISON PEARLESS and THOMAS GOSSELIN ELLIOTT, at Nuwara Eliya, this 10th day of June, 1916 :

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

Witness to the signatures of HUMPHREY BOWEN TREVELYAN BOUCHER, at Rangala, this 19th day of June, 1916 :

JOHN McCLELLAN (Planter),
Burnside Group, Udispattu.

Witness to the signatures of HERBERT WILLIAM CRABBE, CHARLES AUGUSTUS HARE, CYRIL ELMORE HAMMOND, and EDWARD MILES HARE, at Colombo, this 21st day of June, 1916 :

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

ARTICLES OF ASSOCIATION OF THE LYEGROVE RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Lyegrove Rubber Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand (30,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

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

31. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or in the case of shares not fully paid up, to any person not approved of by them.

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder, and retain the instrument of transfer.

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

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

37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also when a dividend is declared for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of moneys so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent and Secretary or Agents and Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares, he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Lyegrove Rubber Company, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than three nor more than five; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies, but so that if the number falls below the minimum above fixed, the remaining Directors shall not commit the Company to any new business so long as the number is below the minimum.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Seven hundred and fifty Rupees (Rs. 750), and upon which, in the case of partly paid up shares all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Humphrey Bowen Trevelyan Boucher, Esq., Herbert William Crabbe, Esq., and Thomas Gosselin Elliott, Esq., who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being

a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

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

POWERS OF DIRECTORS.

105. The Directors shall have power to purchase or otherwise acquire the said Lyegrove Estate.

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

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

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

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

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

123. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares or other instrument except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a Company registered in England under the English Joint Stock Companies' Acts being the Agents and Secretaries, being signified by the duly authorized manager, sub-manager, Attorney or Agent in Ceylon of the said Company signing for and on behalf of the said Company as such Agents and Secretaries.

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

131. *Reserve fund.*—Previously to the Directors recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they shall think fit, or place the same in fixed deposit in any bank or banks.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

149. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

S. H. PEARLESS (by his attorney T. G. ELLIOTT).
T. G. ELLIOTT.

Witness to the signatures of SYDNEY HARRISON PEARLESS and THOMAS GOSSELIN ELLIOTT, at Nuwara Eliya, the Tenth day of June, 1916:

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

H. B. T. BOUCHER.

Witness to the signature of HUMPHREY BOWEN TREVELYAN BOUCHER, at Rangla, this Nineteenth day of June, 1916:

JOHN McCLELLAN (Planter),
Burnside Group, Udispattu.

H. W. CRABBE.
C. A. HARE.
C. E. HAMMOND.
E. MILES HARE.

Witness to the signatures of HERBERT WILLIAM CRABBE, CHARLES AUGUSTUS HARE, CYRIL ELMORE HAMMOND, and EDWARD MILES HARE, at Colombo, this Twenty-first day of June, 1916:

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

[Third Publication.]

The Ceylon Sugar Refineries, Limited.

NOTICE is given that an Extraordinary General Meeting of the Ceylon Sugar Refineries, Ltd., will be held at the registered office of the Company, in Australia Buildings, Fort, Colombo, on Saturday, July 29, 1916, at 12 noon, for the purpose of considering, and, if thought fit, passing the subjoined resolution.

"That the Capital of the Company be increased to Two million rupees (Rs. 2,000,000) by the creation of Ten thousand (10,000) additional shares of One hundred rupees (Rs. 100) each."

If the above resolution is passed by the requisite majority it will be submitted for confirmation as a Special Resolution at a subsequent meeting of the Company, which will be convened for the purpose.

By order of the Board,

CARSON & CO., LTD.,

Agents and Secretaries.

Colombo, July 19, 1916.

Sale by Auction under Mortgage Decree.

Properties at Alutmawata and at Bopitiya and Ja-ela, in Colombo District, and at Uyandana, in Kurunegala District.

UNDER decree in case No. 45,632, D. C., Colombo, entered in favour of S. S. N. Sinnan Chetty against (1) J. D. Nicholas Appuhamy and another for the recovery of the amount therein stated and by virtue of the order issued to me, I shall sell by public auction at my office, 6, Hulftsdorp, Colombo, commencing at 4 P.M. on Friday, August 11, 1916:—

(A) 1. All that eastern allotment of a northern portion of the land called Nugagahawatta, with the buildings standing thereon, situated at Alutmawata, Colombo, bearing assessment No. 14, in extent 3 roods and 37 22/100 perches, excluding therefrom the portion to the north-west in extent 18.85 perches. 2. All that allotment of land called Korallada *alias* Paragahakumbura, situated at Angunuwila *alias* Mudawalaboda in Bopitiya, Ragam pattu, Colombo District, in extent 5 acres 1 rood and 3 perches. 3. All that allotment of land called Gorakagahawatta, situated at Bopitiya aforesaid, in extent 2 roods and 3 perches. (B) 4. All those several allotments of land situated at Uyandana, in Mahagalaboda Megoda korale, Weudawili hatpattu, in the District of Kurunegala, North-Western Province, lying contiguous to each other and forming one property called and known as Uyandanewatta, with the buildings and plantations thereon, in extent 40 acres 1 rood and 34 perches, exclusive, however, of the paddy fields within the boundaries. 5 (a) Field called Wewapattuwekumbura of 1 amunam paddy sowing at Uyandana aforesaid; (b) Field called Dewalakumbura of 1 pela paddy sowing at Uyandana aforesaid; (c) Field called Kongahakumbura of 1 pela paddy sowing at Uyandana aforesaid. 6 (a) Lot marked No. 9 forming part of Kanuwana estate at Ja-ela, in Ragam pattu aforesaid, in extent 2 roods and 8.8 perches; (b) Lot marked No. 10 forming part of Kanuwana estate, situated at Ja-ela aforesaid, in extent 2 roods and 7.8 perches.

Further particulars from Messrs. Kandaiya and Somasunderam, Proctors and Notaries, Colombo, or—

6, Hulftsdorp, July 19, 1916.

C. E. KARUNARATNA,
Auctioneer.

Sale by Auction, under Mortgage Decree.

Property at Wellawatta.

UNDER decree in D. C., Colombo, 43,469, entered in favour of G. C. Welsh against Nona Ooryain and Allaldean Ahlip Sourjah for the recovery of the amount therein stated and by virtue of the order issued to me, I shall sell by public auction at the spot at 5 P.M. on Tuesday, August 15, 1916:—All that allotment of land called Ambalamewatta, bearing lot No. 1, situated at Wellawatta, within the Municipality of Colombo, in extent 1 rood and 24 perches.

Further particulars from Messrs. de Vos and Gratiaen, Proctors and Notaries, Colombo, or—

6, Hulftsdorp, July 18, 1916.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale.

UNDER and by virtue of the decree entered in case No. 43,246, D. C., Colombo, I shall put up for sale by public auction on Saturday, August 12, 1916, at 11 A.M., at the spot the following property, to wit:—All that undivided 1/2 share of and in all that land called Ambagahaland and of the trees and plantations thereon situated at Warapalana in the Meda pattu of Siyane korale; in extent 4 acres and 31 perches.

July 19, 1916.

M. PEIRIS,
Auctioneer.

Sale by Auction under Mortgage Decree.

UNDER decree entered in case No. 6,486 of the District Court of Kalutara, in favour of Mr. S. M. D. Cornelis Perera of Welapura Kalutara, against Wannu Appochigo Don Udaris de Barnes Abeyawardana Appuhamy and Suwandatchimulla, for the recovery of the amount therein stated, and by virtue of the order issued to me, I shall sell by public auction the under-mentioned lands at the respective spots on Saturday, August 12, 1916:—

At 11 A.M.

1. A portion in extent 13 1/2 yards from the southern to the northern boundary and 37 yards from the eastern to the western boundary, of the defined south-eastern part of Pehimbiyagahawatta *alias* Delgahawatta, situated at Welapura Kalutara, and bearing assessment No. 55 1/2, together with all the plantations and the big tiled house, and all the other houses on the said portion of land belonging to the defendant.

At 2 P.M.

2. The remaining eastern portion of the soil and trees (exclusive of the western portion in extent 1 acre and 18 perches), of the defined portion of the land called Pinnakolalanda, situated at Nagoda; containing in extent 4 acres 3 roods and 31 perches.

At 2.30 P.M.

3. The remaining portion of the soil and trees (exclusive of the portion in extent 1 rood on the southern-western corner), of the defined portion of the land called Pinnakolalanda, situated at Nagoda; containing in extent 4 acres 3 roods and 31 perches.

For further particulars, from L. D. Perera, Esq., Proctor, Kalutara, or—

D. C. P. NANAYAKKARA,
Kalutara, July 11, 1916. Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Kalutara

Sinna Thamby Alvares of Kalutara South Plaintiff.
No. 6,582. Vs. Thambadiwahewage Sirineris Fernando of Kalutara South Defendant.

UNDER and by virtue of the order to sell issued to me against the defendant in the above case, for the recovery of Rs. 819, with further interest and costs of suit, I shall put up for sale by public auction on the spot on Saturday, August 5, 1916, at 3 P.M. the following property, to wit:—

All those three contiguous portions of land called Edandabodawelakattiya, Kandawelapaulakattiya, and Madaluduawawatta, situated at Gamagoda, in Kalutarabadda in Kalutara totamune; and containing in extent about 6 acres 2 roods and 7 perches, and partly planted with rubber.

N. B.—For further particulars, please apply to plaintiff's Proctor, A. D. de Fonseka, Esq., Proctor, S. C., and Notary Public, or to me, the Auctioneer—

Kalutara, July 17, 1916.

B. A. PERERA,
Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Kalutara.

Bodabuduge Bernard Robert Perera of Beruwala. Plaintiff.
No. 5,899. Vs.

- (1) Wappu Marikkar Ahamado Ismail Marikkar,
(2) Wappu Marikkar Mohammodu Samsadeen
Marikkar, (3) Wappu Marikkar Mohammodu
Seiyado Marikkar, all of Deenagoda Defendants.

UNDER and by virtue of the order to sell issued to me against the defendants in the above case for the recovery of Rs. 1,426.66, with further interest and costs of suit, I shall put up for sale by public auction on the spot on Saturday, the 29th instant, at 3.30 P.M. the following properties, to wit:—

1. Half of the planters' $\frac{1}{2}$ share of the 4th and 5th plantations, and undivided $\frac{1}{24}$ and $\frac{1}{100}$ parts of the entire soil and of the soil share trees of Kituladiwatta with $\frac{2}{3}$ parts of the big tiled house built thereon, with stoned and the other buildings thereto, situate at Deenagoda; bounded on the north by the garden wherein Periya Thamby resides, on the east by the residing garden of Tamby Marikkar Sinna Lebbe Marikkar and others, on the south by the ditch of the field, and on the west by the residing garden of fisher caste people; containing in extent about 6 acres, together with 2 satinwood admirals, 4 jak-wood couches, and 10 hanging glass lamps, which are in the said house.

2. Undivided $\frac{5}{96}$ parts of the soil and of all the trees of Kituladiwatta, situate at Deenagoda; bounded on the north by the garden wherein Periya Thamby resided, on the east by the residing garden of Tamby Marikkar Sinna Lebbe Marikkar and others, on the south by the ditch of the field, and on the west by the residing garden of fisher caste people; containing in extent about 6 acres.

C. H. RANASINGHA,
Auctioneer.

July 17, 1916.

Auction Sale.

In the District Court of Negombo.

Ana Runa Kani Naha Arunasalam Chetty of
Negombo Plaintiff.
No. 10,749. Vs.

- (1) Kotalawalahewage Selestino Fernando, (2)
Kotalawalahewage Gustina Fernando, (3)
Munnipurage Allino Fernando, (4) Kotalawala-
hewage Manuel Fernando, and (5) Kotalawala-
hewage Lucia Fernando, all of Nelunpitiya. Defendants.

UNDER mortgage decree in the above case and by virtue of the order to sell issued to me, I shall sell by public auction at the respective spots on Friday, August 11, 1916, the under-mentioned properties declared specially bound and executable for the recovery of the sum of Rs. 333, with interest thereon at 9 per cent. per annum from January 18, 1916, till payment in full, and costs of suit, to wit:—

At 3 P.M.

1. An undivided $\frac{5}{6}$ share of an undivided $\frac{11}{12}$ share of the land called Ambagahawatta, situate at Nelunpitiya, in Dunagaha pattuwa of Alutkuru korale, in extent about 1 rood.

At 3.30 P.M.

2. An undivided $\frac{5}{6}$ share of an undivided $\frac{11}{12}$ share of the land called Kahatagahawatta, situate at Nelunpitiya, aforesaid, in extent about $1\frac{1}{2}$ roods or 1 rood.

At 4 P.M.

3. An undivided $\frac{1}{3}$ share of the land called Diulgahawatta, situated at Nelunpitiya aforesaid, in extent about 1 acre.

For further particulars apply to P. D. F. de Croos, Esq.,
Proctor, Supreme Court, and Notary Public, or to me—

Negombo, July 15, 1916.

K. L. PEREIRA,
Auctioneer.Auction Sale of a Property at Police Barracks street,
behind St. Mary's College, Negombo.

UNDER mortgage decree in case No. 11,146, D. C.,
Negombo, entered in favour of the plaintiff Ravanna
Mana Kana Runa Narayanan Chetty of Negombo, against
the defendants (1) Kurukulasuria Mary Engina Pieris
Kotukompuwa, Negombo, for herself and as legal representa-
tive of the estate of the late P. Don Isaac Pieris of
Negombo, and (2) Baddeliyanage Sebastian Fernando of
Tammitta, Negombo, and by virtue of the order to sell
issued to me, I shall sell by public auction at the spot on
Saturday, August 12, 1916, at 4 P.M., the under-mentioned
property mortgaged to the plaintiff and ordered to be sold
by the decree for the recovery of the amount therein stated,
to wit:—

An undivided $\frac{8}{10}$ share of the land called Suriyagaha-
watta, situate at Kotukompuwa in Negombo, within the
gravets of Negombo, in extent from east to west 32 yards in
length and from north to south 5 yards in breadth, or
about $5\frac{1}{4}$ perches, with the buildings standing thereon.

For further particulars apply to P. D. F. de Croos, Esq.,
Proctor, Supreme Court, and Notary Public, Negombo, or
to me—

K. L. PEREIRA,
Auctioneer.

Negombo, July 15, 1916.

Auction Sale.

In the District Court of Galle.

N. Sarab Fernando Dias of Panadure, executrix of
the last will and testament of P. Lewis Dias . . . Plaintiff.

No. 13,887. Vs.

Nigamuni Arniel Mendis of Paragahatota Defendant.
UNDER and by virtue of the decree and order of the
above case, I, the undersigned, shall sell by public auction
at the spots on Saturday, July 22, 1916, at 4 P.M., the
following property declared bound and executable, for the
recovery of a sum of Rs. 2,724.29, with interest thereon at
9 per cent. per annum from December 15, 1915, till payment
and costs, viz.:—

1. All that undivided $\frac{11}{24}$ part of the soil and fruit
trees of Maradanewatta *alias* Mohandirangewatta, together
with the houses and other buildings standing thereon,
containing in extent about 5 acres 3 roods, situate at Para-
gahatota; and bounded on the north by the garden wherein
Seda Kattadiya resided and Gampolawatta, east by minor
road, Ampitiyewatta, and Janiyagewatta, south by the
garden wherein Ruwanpura Agoris resided and Tembili-
gahawatta, and west by the ditch through which flows.

2. All that undivided $\frac{1}{2}$ part of the soil and of the fruit
trees of southern portion of Delgahawatta about 38 fathoms
perimeter, situate at the said village; and bounded on
the north by Delgahawatta, east by the high road leading
to Karandeniya, south by Beligahawatta, and west by
Ambagahawatta.

3. An undivided planter's share of the cinnamon and
other plantation of the south-western portion of that block
called Kurakkanwatta in Talgahawatta, together with 3
tiled limewashed houses standing thereon, containing in
extent about 6 acres; situate at Wandaduwa; and bounded
on the north by garden wherein Tommadura Ondoris
resided, east by madagaha, south by the field, and on the
west by that portion of Talgahawatta, wherein Tommaya-
dura Ihaeappu resides.

4. All that undivided $\frac{1}{2}$ part of the soil and of the fruit
trees of Delgahawatta, containing in extent about 2 acres,
situate at Batahirakurunduwatta in Paragahatota; and
bounded on the north by a footpath and Maduwage Wale-
ntiya's land, east by the footpath, south by the land belonging
to Hendahewa, Abraham, and Madangahagovipola and
Puwakgahakiyanaowita, and on the west by the land
wherein Wellege Elias resides, owned by Maduwage Allis
and others.

Galle, July 5, 1916.

H. G. POROLIS DE SILVA,
Licensed Auctioneer.

Auction Sale.

In the District Court of Galle.

Dangedara Gamage Arthur de Silva Appuhamy of
Ahangama Plaintiff.
No. 13,927. Vs.

Eunchi Hewage Lokuhamy of Ahangama. Defendant.
UNDER and by virtue of the decree and order in the
above styled action, I, the undersigned, shall sell by public
auction at the spot on Saturday, July 29, 1916, at 10 A.M.,
the following property declared bound and executable for
the recovery of a sum of Rs. 913, with interest thereon at
9 per cent. per annum from February 23, 1916, and costs,
to wit:—

1. All that undivided $\frac{1}{2}$ part of an undivided $\frac{1}{48}$ part
of the soil and of the paraveni share of trees (exclusive of
the remaining planter's share of the fruit trees) of $\frac{1}{48}$
part of an undivided planter's $\frac{1}{2}$ share of 5 jak trees and
20 coconut trees of an undivided planter's $\frac{1}{4}$ share of the
6 coconut trees and 2 del trees of the third plantation of
Maliyawatuyaya *alias* Kaluhannediyawatta, in extent
about 15 acres, situate at Ahangama; and bounded on the
north by Bintulamalapalawawatta and Weerasagemalpa-
lawawatta, east by Ihawawatta and Dimiyawawatta and
Kanakomanayamalalawawatta, south by Galbokkanemala-
palawawatta, and west by Dimiyawawatta, Mitiyawawatta, and
Tambigewawatta together with an undivided $\frac{1}{2}$ part of 13
cubits tiled bungalow thereon close to the rail road and of
the 13 cubits tiled house at the back of it.

2. All that undivided $\frac{1}{4}$ part of the soil and of all the
fruit trees of Sarukkaliyawawatta *alias* Kaluhannediyawatta,
in extent about 2 $\frac{1}{2}$ acres, situate at Ahangama; and
bounded on the north by a portion of Sarukkaliyawawatta
alias Kaluhannediyawatta wherein Daluwattage Louishamy,
Galappatti Merenchiya Simanhmy, and Puchi Hewage
Nonnohamy had resided, east by a portion of the said land
belonging to Manikku Badaturuge Babinisse, south by a
portion of the said land belonging to Daluwattage Adirian,
and west by Todigahawattakebella.

H. G. POROLIS DE SILVA,
Galle, July 7, 1916. Licensed Auctioneer.

Auction Sale.

In the District Court of Chilaw.

Muttu Raman Weerapatheran of Udappu. Plaintiff.
D. C., Case No. 5,397. Vs.
Kanavathipillai of Kusalai Defendant.

UNDER and by virtue of the commission issued to us
in the above case, we shall sell the under-mentioned prop-
erties by public auction at the spots on Saturday, August 5,
1916, commencing at 9 A.M. :—

1. The southern half share, excluding an undivided 12
coconut trees, from the land called Panamathady tottam,
situate at Kusalai in Anaivilundan pattu of the District of
Chilaw, containing in extent about 1 $\frac{1}{2}$ acre, with all planta-
tions and buildings standing thereon.

2. An undivided half share from and out of the land
called Navalmarathadytottam, situate at Kusalai in
Anaivilundan pattu, in the District of Chilaw, in extent
about 1 acre, with plantations and buildings standing
thereon.

3. An undivided half share towards the south from the
land called Navalmarathady pugaelaigalakany, situate at
Kusalai, in Anaivilundan pattu of the District of Chilaw, in
extent 3,500 tobacco plants plantable soil, with all pro-
ductive trees standing thereon.

4. An undivided half share from the field called
Maruthamarathadywawal, situate at Kusalai in Anaivilun-
dan pattu of the District of Chilaw, in extent 12 parrahs
paddy sowing soil, together with all the things thereon.

5. An undivided half share from the garden called
Othamarathadytottam *alias* Panaimarathadytottam,
situate at Valandikulam in Anaivilundan pattu of the
District of Chilaw, in extent about 1 acre, with all trees,
plantations, and buildings standing thereon.

6. An undivided half share from the garden called
Vappamarathadytottam, situate at Valandikulam in Anai-
vilundan pattu of the District of Chilaw, in extent 1 $\frac{1}{2}$ acre,
with all plantations and buildings standing thereon.

C. RAJARATNAM,
Chilaw, July 17, 1916. for the Chilaw Agency.

MUSLIM ZAHIRA COLLEGE.

Statement showing Receipts and Disbursements for the Year ending December, 1915.

	Amount.	Total.
	Rs. c.	Rs. c.
RECEIPTS.		
Balance cash in hand on December 31, 1914	6 71	
Balance cash at Hong Kong and Shanghai Banking Corporation on December 31, 1914	5 0	
		11 71
House rent from Mr. A. M. Wapche Marikar—		
From Wellawatta, No. 43A house..	467 45	
From Wellawatta, No. 43E house..	367 65	
From Sutherland road houses ..	1,697 29	
		2,532 39
House rent from Mr. Carimjie Jafferjje—		
From Wellawatta, No. 43E house..	91 91	
From Sutherland road houses ..	424 32	
		516 23
Old boys' subscription ..	—	45 0
School fees ..	—	434 75
A. M. Wapche Marikar loan account ..	—	435 68
Government grant:—		
English school ..	387 50	
Tamil school ..	149 0	
		536 50
		4,512 26

July 11, 1916.

Audited by—
W. A. DE BRUIN.A. M. WAPCHE MARIKAR,
Manager.

	Amount.	Total.
	Rs. c.	Rs. c.
DISBURSEMENTS.		
General expenses ..	72 43	
School repairs, &c. ..	53 97	
School land lease ..	60 0	
		186 40
Salary account—		
Teachers' salary ..	3,982 25	
Watcher's salary ..	180 0	
Clerk ..	50 0	
		4,212 25
School furniture ..	—	66 86
Balance cash in hand at December 31, 1915 ..	36 11	
Balance cash in Hong Kong and Shanghai Bank ..	10 64	
		46 75
		4,512 26

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Friday, June 9, 1916.

The Council met this day at 3 P.M., pursuant to notice dated June 2, 1916.

Present :—Mr. R. W. Byrde, Chairman ; Mr. C. P. Dias ; Mr. L. B. Fernando ; Mr. N. H. M. Abdul Cader ; Mr. Arthur Alvis ; Mr. H. L. de Mel ; Mr. E. G. Jayewardene ; Dr. D. P. Banajee ; Dr. E. V. Ratnam ; Dr. W. P. Rodrigo ; Mr. J. A. Perera ; Mr. T. L. Villiers ; Mr. F. R. Senanayake ; Capt. P. W. Mathew, R.A.M.C. ; Mr. C. H. Wellard ; Mr. Geo. Waddell ; and Mr. W. A. Cave.

1. The Minutes of the General Meeting of May 12, 1916, having been previously printed and a copy thereof having been sent to each Member of Council, were taken as read.

Resolved—That the Minutes of the General Meeting of May 12, 1916, be confirmed.

2. The Chairman read the following :—

Statement re Plague.

There have been 11 further cases of human plague and no cases of rat plague bringing the totals for the year up to 77 human and 16 rat cases. The corresponding totals for last year were 34 human and 31 rat cases, while in the preceding year there were 191 human cases. Of the 11 human cases, 3 were bubonic and 8 septicemic in character. All the cases proved fatal, but one.

In a series of cases which occurred in Hulftsdorp, there is reason to believe that the disease was contracted through the medium of a cat. A pet cat developed a bubo in the neck. The bubo burst and the cat died. The owner, Mr. Conderlag, who had attended to the cat and dressed its neck was taken ill and died from an illness, which was supposed at the time to be pneumonia, but which, judging from the subsequent developments, was undoubtedly plague.

3. Before Dr. W. P. Rodrigo moved the motion standing in his name, Mr. J. A. Perera rose to a point of order as to whether it is competent for a Member to move that the prayer of the petitioners be granted before the matter could be inquired into, and drew the attention of the Chairman to by-law No. 8 of Chapter II. of the by-laws.

Dr. Rodrigo stated that the wording of his motion was purely formal and moved that the petition presented by him from D. James Fernando of Fussell's lane, Wellawatta, and others, be read ; and he further moved, with the leave of Council, that it be referred to the Finance Committee for consideration.

The Secretary then read the petition. Mr. C. P. Dias seconded.—Carried.

4. Pursuant to notice, Dr. W. P. Rodrigo moved that the petition he had presented from T. Jalis Perera of No. 44, Armour street, and seventeen others, be read ; and he further moved, with the leave of Council, that it be referred to the Finance Committee for consideration.

The Secretary then read the petition. Mr. L. B. Fernando seconded.—Carried.

5. Pursuant to notice, Dr. W. P. Rodrigo moved that a Special Committee, consisting of the Chairman, Messrs. C. P. Dias, Arthur Alvis, H. L. de Mel, Dr. E. V. Ratnam, Mr. T. L. Villiers, the Hon. Dr. G. J. Rutherford, and the mover be appointed to consider and report what further by-laws, rules, or regulations are necessary for the more efficient conduct of business in this Council. Dr. E. V. Ratnam seconded.

Mr. T. L. Villiers spoke against the motion.

Dr. Rodrigo replied.

The motion was put to the meeting and declared lost, 15 voting against it and 2 for.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 6 to 8 on the agenda. Mr. L. B. Fernando seconded.—Carried.

(Council in Committee.)

6-8. The following extract from the Minutes of the Standing Committee on Sanitation and Markets, extracts from the Minutes of the Standing Committee on Municipal Works, and extracts from the Minutes of the Standing Committee on Finance, having been previously printed and circulated, were laid before the Council in Committee :—

Extract from the Standing Committee on Sanitation and Markets of May 24, 1916.

- (2) To consider the applications for meat and mutton stalls in Slave Island.—Recommended that Mohideen Mastan be permitted to open a stall at No. 1/5, Hyde Park corner (opposite Victoria Mills) provided that the building is put in order to meet the requirements of the Medical Officer of Health.
- Recommended that the licenses, as per list hereunder, be granted, provided that the buildings are put in order to meet the requirements of the Medical Officer of Health and that a condition be inserted in the license that the price of beef shall not exceed 25 cents per lb. and that of mutton 40 cents with bones and 50 cents without bones per lb.

List referred to.

Mohideen Mastan	.. No. 8, De Soysa street	.. Beef
Do	.. No. 5, De Soysa street	.. Mutton
Seyadu Ibrahim	.. No. 10, De Soysa street	.. Beef
M. P. Miskin	.. No. 6, De Soysa street	.. Beef
A. H. Abdul Ally	.. No. 4, De Soysa street	.. Beef and mutton
W. D. Salim	.. No. 3, De Soysa street	.. Beef
Vana Assen Hussien	.. No. 9, De Soysa street	.. Beef

Resolution.

Mr. L. B. Fernando moved that the recommendation be referred to the Standing Committee on Sanitation and Markets and the Standing Committee on Law (meeting together). Dr. E. V. Ratnam seconded.

Mr. J. A. Perera spoke against the insertion of the condition fixing the price of beef and mutton in the second part of the recommendation.

Mr. F. R. Senanayake supported the recommendation of the Standing Committee.

Dr. W. P. Rodrigo supported the motion.

The motion was put to the meeting and declared carried.

Extracts from the Minutes of the Standing Committee on Municipal Works of May 26, 1916.

- (3) To consider an estimate of Rs. 275, for a carriage and rickshaw shed for the Assessor's Office, use being made of the old materials from the latrine at Pickering's road.—Recommended that the work be carried out.
- (4) To consider an application from the Waterworks Engineer for special remuneration in connection with his services on the pipe line and on the works at Labugama.—Recommended that, as a special remuneration for the services rendered by Mr. W. M. Thyne, the Waterworks Engineer, and in view of the fact that the work on the 30-in. main and the new filter beds at Labugama has been carried out without the employment of a Consulting Engineer, a sum of Rs. 7,500 may be paid now to Mr. Thyne, the Waterworks Engineer, and a further sum of Rs. 2,500 on completion of the work.
- (6) To consider an estimate for laying a 4-in. gas main and street lamps for portion of Jawatta road, between Buller's road and road to Government bungalows, Rs. 2,857·40; for lighting same, 7 half night lamps at Rs. 3·40 per mensem, Rs. 285·60 per annum.—Recommended that the laying of the gas main and street lamps for the portion of Jawatta road be carried out, and also that for the portion of the road on the south-west of the Lunatic Asylum be carried out at a further cost of Rs. 1,375, and that the sum of Rs. 5,107·80 be included in the next budget for lighting Maligawatta.

Resolutions.

(Special Remuneration to Waterworks Engineer.)

With reference to item No. 4 (corresponding to item No. 7 in the extracts from the Minutes of the Standing Committee on Finance), Mr. F. R. Senanayake suggested the desirability of the Chairman making a statement so that the public should know the facts on which the recommendation was based.

Messrs. Arthur Alvis, T. L. Villiers, C. P. Dias, Geo. Waddell, and H. L. de Mel spoke in favour of the recommendation.

Dr. W. P. Rodrigo and Dr. E. V. Ratnam spoke against it.

Mr. C. P. Dias moved that the recommendation of the Standing Committee on Municipal Works be adopted.

Mr. E. G. Jayewardene seconded.

The Chairman detailed the reasons which induced the Committee to make the recommendation.

The motion was put to the meeting and declared carried, 16 voting for it and 1 against.

Dissent by Dr. E. V. Ratnam annexed.

(Messrs. T. L. Villiers, Geo. Waddell, and C. H. Wellard left the meeting at this stage.)

Resolved that the recommendations of the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of May 26, 1916.

- (2) (a) To consider the rate which should be charged to mosques for water supplied in excess of 5,000 gallons; (b) To recommend the increase by Rs. 1,500 of the vote D 4 (Refunds) to meet the refund to the trustees of the mosque in 2nd Cross street, who have been overcharged for the supply of water.—(a) Recommended that the recommendation of the Law Committee, viz., that the recommendation be submitted with a note of Mr. Abdul Cader's dissent, be adopted; (b) In the present case, the Committee cannot recommend any refund of the amounts paid.
- (4) To consider the question of the refunds of rents to A. L. Sheik Ismail.—Recommended that the application be not granted.
- (6) To consider an estimate of Rs. 275 for a carriage and rickshaw shed for the Assessor's Office, use being made of the old materials from the latrine at Pickering's road.—Recommended that the work be carried out.
- (7) To consider an application from the Waterworks Engineer for special remuneration in connection with his services on the pipe line, and on the works at Labugama.—Recommended that as a special remuneration for the services rendered by Mr. W. M. Thyne, the Waterworks Engineer, and in view of the fact that the work on the 30-in. main and the new filter beds at Labugama has been carried out without the employment of a Consulting Engineer, a sum of Rs. 7,500 may be paid now to Mr. Thyne, the Waterworks Engineer, and a further sum of Rs. 2,500 on completion of the work.
- (10) To consider an estimate for laying a 4-in. gas main and street lamps for portion of Jawatta road, between Buller's road and road to Government bungalows, Rs. 2,857·40; for lighting same, 7 half night lamps at Rs. 3·40 per mensem—Rs. 285·60 per annum.—Recommended that the laying of the gas main and street lamps for the portion of Jawatta road be carried out and also that for the portion of the road on the south-west of the Lunatic Asylum be carried out at a further cost of Rs. 1,375, and that the sum of Rs. 5,107·80 be included in the next budget for lighting Maligawatta.
- (11) To consider an application for an increase to his salary, from Mr. T. D. G. Vincent, Storekeeper, Waterworks Department.—Recommended that he be granted Rs. 20 a month extra, pending the settlement of his case by the Establishment Committee.
- (13) To consider the acceptance of the highest bid received for the sale of premises No. 1,469/240 A, Madampitiya, land vested in the Council, having been sold for arrears of taxes.—Recommended that the land be put up for sale again by auction to be sold to the highest bidder on the spot at an upset price of Rs. 300.
- (14) To consider the question of the Acting Financial Assistant furnishing security.—Recommended that he enter into a bond with the Guarantee Association in a sum of Rs. 30,000 for 12 months, the Council paying the premium.
- (16) To consider an application from Mr. A. Raffel, Clerk, City Sanitation Engineer's Department, for 2 months' and 20 days' full-pay leave and three months' and 10 days' commuted half-pay leave out of the Colony.—Recommended.
- (18) To consider an application of Mr. F. L. Daniel for the lease of Municipal land adjoining the Treatment Works at Madampitiya, at a rental of Rs. 5 per annum instead, as approved by Council on April 7, 1916, at Rs. 5 per mensem.—Recommended that the rental be Rs. 12 per annum.
- (20) To recommend a gratuity of Rs. 630 to the widow and four minor children of the late Mr. T. Joseph, Supervisor of the Conservancy Branch in terms of Rule No. 24 of the Pension Minute: 3 months' pay to widow, Rs. 270; 1 month's pay to each of the four minor children, Rs. 360.—Recommended.

Resolutions.

With reference to item No. 2, Mr. N. H. M. Abdul Cader moved that the recommendation be referred back to the Standing Committees on Finance and Law (meeting together). Mr. E. G. Jayawardene seconded.—Carried.

With reference to item No. 4, Mr. J. A. Perera moved that the recommendation be referred back to the Standing Committees on Finance and Law (meeting together). Mr. C. P. Dias seconded.—Carried.

With reference to item No. 16, the Chairman explained that the words "and 3 months' and 10 days' commuted half-pay leave" had been added to the recommendation after the meeting of the Finance Committee.

With reference to item No. 20, the Chairman explained that there were only four minor children and not five, and consequently the total amount of the gratuity was reduced from Rs. 720 to Rs. 630.

Resolved—That the recommendations, as amended, be adopted.

Resolved—That the recommendations of the remaining items be adopted.

Mr. C. P. Dias moved that the Council do resume and that the resolutions of Council in Committee, as amended, be adopted. Mr. L. B. Fernando seconded.—Carried.

Council Agenda (continued).

The Chairman formally moved in Council, that the resolutions of Council in Committee, as amended, be adopted. Mr. Arthur Alvis seconded.—Carried.

Mr. E. G. Jayawardene moved that the following items on the agenda, viz., Nos. 9 to 12 be adopted. Mr. C. P. Dias seconded.—Carried.

9. To sanction excess leave of 23 days over 42 days granted to Mr. E. D. S. Wijeyeratne, Clerk, Waterworks Department, owing to ill-health.

10. To sanction excess leave of 41 days over 42 days granted to Aboo Huraira, Compositor, Printing Department, owing to ill-health.

11. To sanction excess leave of 10 days over 42 days granted to James I., disinfecting cooly, Public Health Department, owing to ill-health.

12. To sanction excess leave of 8 days over 42 days granted to M. P. Muruger, midwife, Public Health Department, owing to ill-health.

The following documents were laid on the table:—

13. The Report of the Medical Officer of Health for the 4th quarter of 1915.

14. The City Analyst's reports on town water for May, 1916, and the Municipal Bacteriologist's report on town water for May, 1916.

15. The Progress Report No. 63 of the City Sanitation Engineer for May, 1916.

16. The report of the Resident Engineer, Drainage Works, for April, 1916.

17. Statements of Receipts and Disbursements from January 1, 1916, to April 30, 1916, and progress reports showing expenditure up to April 30, 1916.

18. Reports of Inspectors on licensed carriages for May, 1916.

Return of Committees of the Municipal Council for 1916.

Proceedings of Committees.

C. L. I. Band Programme for July, 1916.

Return of average daily supply and consumption of water for March, 1916.

The Works Engineer's report for April, 1916, on the condition of tramway routes.

Report of the Municipal Bacteriologist of work done during May, 1916.

Diaries of the following officers for the month of May, 1916:—

The Works Engineer and his Assistants, the Waterworks Engineer and his Assistants, the Acting Medical Officer of Health and his Assistants, Prosecuting Inspector, the Acting City Sanitation Engineer, the Acting Financial Assistant to the Chairman, and the Officers of his Department, the Veterinary Surgeon and his Officers, and the City Analyst.

Confirmed on July 7, 1916:

R. W. BYRDE,
Chairman, Municipal Council, and
Mayor of Colombo.

R. W. BYRDE,
Chairman, Municipal Council, and
Mayor of Colombo.

DISSENT.

At the General Meeting of Council held on June 9, 1916, the following recommendation of the Standing Committee on Works came up for consideration, to wit:—

"Recommended that as a special remuneration for the services rendered by Mr. W. M. Thyne, the Waterworks Engineer, and in view of the fact that the work on the 30-in. main and the new filter beds at Labugama has been carried out without the employment of a Consulting Engineer, a sum of Rs. 7,500 may be paid now to Mr. Thyne, the Waterworks Engineer, and a further sum of Rs. 2,500 on completion of the work."

The Council discussed the item and passed it by a majority.

2. I desire to record the following as reasons for my dissent from the opinion of the majority.

3. Mr. Thyne is to be paid the sum of Rs. 10,000 because it is stated that he saved the Council the expense of getting the advice of a Consulting Engineer in connection with the laying of the new Labugama main. I contend that this payment is nothing less than making a free present of the rate-payers' money, and as such is illegal and unjustified in the face of the provisions of Ordinance No. 6 of 1910 and No. 18 of 1907.

4. Under section 4 of No. 18 of 1907, it is the duty of the Waterworks Engineer to take charge of and control all Municipal waterworks. Under section 5, the Council is to appoint officers for the waterworks on such terms as shall be offered by the Council, that is, terms of salary, &c., are arranged between the officers and the Council before the appointment. Section 6 allows the Council to pay out of the Municipal fund all salaries, wages, and pensions as may be

earned by the staff engaged or may become due to them by reason of their service under the Council. This can only mean that the Council is to pay such salaries, &c., as have already been offered and arranged under section 5, and that a gratuitous payment is not included which has neither been earned by an officer nor become due to him by reason of his service.

5. Under section 59 of Ordinance No. 6 of 1910, the Council can create such offices as it thinks necessary, and from time to time fix and alter the salaries and allowances *attached to such offices*. These words can only mean the salaries and allowances attached to the office itself, and not to any particular officer, and the salary and allowance must be fixed beforehand and paid regularly, that is, so much per month or year. They cannot justify the payment of a lump sum for services rendered during the last four years.

6. All Government officers are bound by the terms of their employment in consideration for their salaries to place the whole of their time and services at the disposal of the Government, and there is no reason why the same rule should not be regarded as forming part of the contract of every Municipal officer.

7. So much for the legal aspect of the question. In the second place, in view of the period of financial stress through which the Council is now passing, the payment of such a large sum as Rs. 10,000 to an already highly-paid officer is not justified. The Council has been, and to a large extent still is, in a state of financial embarrassment, not to say insolvency, and is obliged to observe economy even in respect of urgent works, such as the extension of water service and the proper lighting of public highways, which the Council is bound by the Ordinance to carry out. There are also public works, which the Council has from time to time to postpone for want of funds.

8. For the laying of the new main, the Council had to borrow a sum of Rs. 3,000,000 and to meet the charges on account of interest and sinking fund a special rate of 2 per cent. is now being recovered in addition to the present burdensome taxation. The above estimate of cost has already been exhausted and therefore it may be necessary to extend the operation of the 2 per cent. tax for a longer period than was at first contemplated.

9. I am, emphatically, of opinion that the laying of a new water main whenever necessary is part of the legitimate duties of the Waterworks Engineer, and that the Council would never have appointed Mr. Thyne to his present post if it had had any doubts as to his capacity and ability to maintain the waterworks of the city or to repair or replace a main when necessary, or to lay a new main when the growth of the city demanded one.

10. It is not true to assert that there was no Consulting Engineer in the Council's service whose advice could have been sought for the proper laying of the 30-in. main, considering that Mr. Skelton was the Council's Consulting Engineer, whose services were paid for as such down to nearly the end of 1915, and whose advice was obtained once at least with regard to the new main. The payment of Rs. 10,000 to Mr. Thyne, therefore, constitutes double payment on account of a Consulting Engineer.

11. I maintain that in fixing the salary of the Waterworks Engineer at Rs. 9,000, plus an allowance of Rs. 1,500, the Council took into due consideration as determining factors the qualifications of the officer selected, and the responsibilities of his office, as well as the probable extension of the waterworks in the near future.

12. I find that Mr. H. T. Creasy of the Public Works Department, who laid the second main and constructed the Elie House Reservoir between the years 1902 and 1905, was in receipt of a substantive salary of Rs. 3,000 when he started the work. The total emoluments of that Engineer during the four years mentioned amounted to Rs. 22,880, against Rs. 46,000 which Mr. Thyne will be entitled to for a similar period between 1913 and 1916, inclusive of the special allowance of Rs. 1,000 per annum. The Council has incurred in addition considerable expenditure on account of an Assistant Waterworks Engineer, and the services of an expert from the Jewell Filter Works for the proper installation of the Jewell filters.

13. I also consider the payment of this special remuneration premature and uncalled for, seeing that the work is still incomplete, not professionally tested, and the actual cost of completion is not available.

14. The resolution is bad in form as it does not state how the remuneration is to be charged, whether to the loan or to general revenue. If to the former, the account is overdrawn already and the Council is not justified in going deeper into debt over the granting of bonuses and thus increasing the obligations of the rate-payers; if to the latter, the payment is obviously open to strong objection.

15. For the above reasons I consider the payment of Rs. 10,000 to Mr. Thyne illegal, imprudent, impolitic, and unwarranted by the circumstances, besides establishing an undesirable precedent.

June 16, 1916.

E. V. RATNAM, M.M.C.

NOTICE is hereby given that the under-mentioned property seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 118th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rates due on the premises and for the period mentioned in the annexed schedule, will be sold by public auction, on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

The Municipal Office,
Colombo, July 15, 1916.

C. W. BICKMORE,
Acting Financial Assistant to the
Chairman, Municipal Council.

SCHEDULE.

Time and Date of Sale : Monday, July 31, 1916, at 4 p.m.

Premises No.	Property seized.
4,349A/11A	1 tea boiler and materials of the building standing on the above premises.
4,355A/5A	Materials of the building standing on the above premises.
4,348c/12c	2 wooden cash boxes, 1 small table, 4 small glass cases (glasses broken), 1 zinc oven, 1 zinc tray, 1 half barrel, 3 planks, and materials of the building (zinc roofing and wooden boarding, &c.).

MUNICIPALITY OF KANDY.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on June 17, 1916, at 8.30 a.m., in accordance with notice dated June 13, 1916.

Present.—The Hon. Mr. C. S. Vaughan, Chairman; Mr. E. Beven; Mr. E. L. Wijegoonewardene; Mr. D. E. Weerasooria; Mr. C. A. LaBrooy; Dr. Allan de Saram; Mr. H. F. Tomalin; Mr. V. M. Saravanamuttu; and Mr. J. C. Ratwatte.

1. The Minutes of Proceedings of the Meeting held on May 20 having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of Receipts and Disbursements from close of 1915, to May 31, 1916, on account of the Municipal Fund.
- (b) Progress Report of Works brought up to the same date.
- (c) Health Officer's Report for May.
- (d) Statement of Cases instituted by the several Inspectors, and of work done by the Municipal Magistrate during the month of May.
- (e) The Reservoir Readings for May.

Resolved—That the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on Laundries, Bakeries, Dairies, Standpipes, and House Service Taps inspected during May.

4. Correspondence :—

(1) Letter No. 21 of May 24, 1916, from the Hon. the Colonial Secretary intimating that His Excellency the Governor has been pleased to sanction the award of a gratuity of Rs. 655 to Mrs. C. Senanayake, widow of the late Chief Inspector, and her three minor children.—Read.

(2) Letter No. 22 of May 30, 1916, from the Hon. the Colonial Secretary intimating that His Excellency the Governor has been pleased to sanction the payment of a subsidy of Rs. 75 a month to St. Cecilia's Band from the Municipal Fund.—Read.

(3) Letter No. 220 of June 8 from the Hon. the Colonial Secretary to the Government Agent, Central Province, requesting that a sum of Rs. 141, the compensation awarded for the acquisition of a strip of land near the junction of Lady Gordon's road and Katugastota road, be paid into court, for the information of the Chairman. Resolved—That a sum of Rs. 141 be voted for the purpose.

(4) Letter No. 167 of June 12, 1916, from the Hon. the Colonial Secretary to the Director of Education sanctioning the appointment of Mr. W. S. Herat as Head Teacher of the Municipal School, Kandy, for the information of the Chairman.—Read.

5. Report of the Special Committee appointed to consider the adequacy or otherwise of the Police Force employed in Kandy for general Municipal purposes. Resolved—That the report be adopted.

6. Applications for the post of Revenue Inspector.

On Mr. Wijegoonewardene's motion the Council went into Committee.

Mr. Wijegoonewardene moved—That Mr. Kulasekera be appointed on his own salary, plus the allowance attached to the post. Mr. Beven seconded.

Mr. Saravanamuttu moved as an amendment—That an officer be appointed on the initial salary in terms of the advertisement. Mr. Tomalin seconded.

The amendment was put to the meeting and lost by 5 to 4 :—

<i>Ayes.</i>	<i>Noes.</i>
Mr. Saravanamuttu	The Chairman
Mr. Tomalin	Mr. Beven
Mr. Ratwatte	Mr. Wijegoonewardene
Dr. de Saram	Mr. LaBrooy
	Mr. Weerasooria

Mr. Saravanamuttu next moved—That Mr. Jawad be appointed on his own salary.

This fell through for want of a seconder.

The original motion was then put to the meeting and also lost :—

<i>Ayes.</i>	<i>Noes.</i>
The Chairman	Mr. Weerasooria
Mr. Beven	Dr. de Saram
Mr. Wijegoonewardene	Mr. Tomalin
Mr. LaBrooy	Mr. Saravanamuttu
	Mr. Ratwatte

The Council resumed and no decision being arrived at in Committee, Mr. Beven moved—That the appointment be left in the hands of the Chairman. Mr. Ratwatte seconded.—Carried unanimously.

7. To obtain a vote of Rs. 1,887.05 for the payment of riot compensation claims and for expenses in connection with the collection of compensation under the Riot Damages Ordinance, No. 25 of 1915. Resolved—That the sum be voted for the purpose.

8. To obtain a vote for the purchase of 100 dust bins at Rs. 4 each. Resolved—That the purchase be sanctioned.

9. Recommendations of Standing Committees :—

Finance and Assessment.

(1) That the salary of the overseer in charge of the destruction of rats and snails be increased from Rs. 15 to Rs. 20 a month.

(2) That Inspector J. Malleappah be paid Rs 20 a month extra as from February 1, 1916, being half the initial salary of the new post of Revenue Inspector, until the post is filled up.

(3) That a sum of Rs. 2 be remitted to the Superintendent of Surveys, Central Province, for copy of preliminary plan No. 6,472.

Municipal Works.

(4) That the following application for water service be allowed on usual terms :—

No. 42, Peradeniya road, S. Visalatchey Pillai.

Resolved—That the recommendations be adopted.

Confirmed this 15th day of July, 1916 :

C. S. VAUGHAN.
Chairman.

Statement of Receipts and Disbursements to June 30, 1916.

No. 1.—GENERAL REVENUE AND ASSESSMENT TAX ACCOUNT.

REVENUE.	Estimated Revenue.		Receipts.	EXPENDITURE.	Estimated Expenditure.		Disbursements.		
	Rs.	c.			Rs.	c.		Rs.	c.
Cemetery account—fees and graves ..	1,200	0	841	0	Cemetery account—wages, &c. ..	1,340	0	714	98
Commutation rate ..	13,300	0	13,514	0	Commutation rate—Commission, &c. ..	1,610	0	1,180	75
Interest ..	2,000	0	1,369	23	Government loans—repayment ..	392	45	196	23
Judicial account—fines ..	3,300	0	1,635	25	House of shelter—wages, &c. ..	280	0	83	0
Lake silt—Government contribution ..	3,000	0	—	—	Interest to Government ..	514	62	257	31
Licenses ..	2,700	0	2,243	25	Judicial account—Establishment, printing, &c. ..	1,203	0	814	50
Miscellaneous receipts ..	1,425	0	1,188	82	Lake silt—clearing of ..	3,000	0	1,475	85
Public market—rents ..	25,500	0	12,293	84	Legal expenses ..	500	0	3	25
Rents ..	2,810	0	1,396	69	Licenses—printing and advertising ..	150	0	18	75
Registration of dogs ..	600	0	438	63	Miscellaneous charges ..	4,890	0	4,652	50
Stamp duties ..	12,388	0	64	0	Municipal school ..	1,470	0	605	6
Scavenging—bucket fees ..	17,325	0	9,648	67	Office charges—Establishment and sundries ..	11,781	77	5,047	15
Slaughter-houses—fees ..	7,500	0	3,647	51	Pensions ..	1,226	50	594	77
Taxes on vehicles and animals ..	5,610	0	5,487	25	Public market—Establishment, lighting, &c. ..	5,594	0	2,685	67
Tolls ..	25,834	0	1,352	64	Rents—expenses on account Town Hall, &c. ..	1,080	0	724	79
Public works—Government contribution, &c. ..	1,600	0	225	0	Registration of dogs—seizing and feeding ..	1,400	0	734	67
			55,345	78	Sanitation—Establishment and sundries ..	11,056	25	4,880	8
<i>Assessment Tax Account.</i>					Scavenging ..	55,708	84	22,794	5
Arrears ..	11,800	0	7,390	42	Slaughter-houses—Establishment, grass, &c. ..	2,712	0	1,220	4
Assessment tax, 1916 ..	48,200	0	12,500	21	Taxes—expenses on account vehicles and animals ..	350	0	174	16
			19,890	63	Time charges—wages, &c. ..	240	0	149	0
No. 2.—WATER-RATE ACCOUNT.					Tolls charges—repairs of boats and approaches ..	695	0	721	28
Arrears ..	6,700	0	4,531	27	Public works ..	41,575	10	15,139	65
Water-rate, 1916 ..	29,000	0	7,156	4				64,867	49
Fairieland and Roseneath ..	1,000	0	500	0	<i>Assessment Tax Account.</i>				
Water service account ..	9,800	0	7,969	67	Assessment tax charges ..	2,940	0	990	19
Miscellaneous receipts ..	4,300	0	2,295	19	Maintenance of police ..	21,200	0	—	—
			22,452	17	Street lighting ..	28,400	0	13,799	50
Total Revenue ..	236,892	0	97,688	53	Street names and house numbers ..	150	0	153	86
<i>Advance Account.</i>					Sundry disbursements ..	—	—	272	92
Petty cash ..	—	—	2,925	15				15,216	47
Stores ..	—	—	2,968	82	No. 2.—WATER-RATE ACCOUNT.				
Sundry debtors and advances ..	—	—	150	0	Water-rate charges ..	23,644	92	10,577	36
			6,043	97	Interest and sinking funds ..	18,154	43	9,077	21
<i>Deposit Account.</i>					Waterworks, maintenance ..	4,826	0	1,916	80
Miscellaneous ..	—	—	1,608	66	Water service account ..	4,700	0	1,587	73
Securities ..	—	—	394	75	Sundry disbursements ..	—	—	274	76
			2,003	41				23,433	86
Total receipts ..	—	—	105,735	96	Total Expenditure ..	252,789	88	103,517	82
Cash balance on Jan. 1, 1916 ..	—	—	186,630	93	<i>Advance Account.</i>				
			Grand Total ..	292,366 89	Petty cash ..	—	—	3,225	15
					Stores ..	—	—	4,324	1
								7,549	16
					<i>Deposit Account.</i>				
					Miscellaneous ..	—	—	856	2
					Securities ..	—	—	133	68
								989	70
					Total Disbursements ..	—	—	112,056	68
					Cash balance on June 30, 1916 ..	—	—	180,310	21
								Grand Total ..	292,366 89

Kandy, July 18, 1916.

E. B. PERRIS,
Accountant.

THE under-mentioned packages having been left in No. 14 Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction on August 29, 1916, at 1 P.M. Goods to be removed on or before August 31, 1916:—

Date of Landing, 1916.	Vessel.	From.	Marks.	Quantity and Description of Goods.
February 3	ss. Crew Halle	—	Nil	1 bag iron nails
—	Unknown	—	Nil	1 bag iron hinges
March 8	ss. Medina	Australia	R & H	3 empty boxes
March 8	Do.	do.	Nil	
March 8	Do.	do.	M & Co.	
—	Unknown	—	Nil	1 stone
March 17	ss. Fionia	Bangkok	Various	1 lot sweeping, rice, and grain
March 7	ss. Lightning	Tuticorin	A. Baur	1 bundle poonac
March 3	ss. Tension Maru	Japan	G T	1 bag rice
March 7	ss. Lightning	Tuticorin	O S S or nil	5 bags poonac
March 15	ss. Dogra	Java	19706 in a square	1 parcel sugar
March 15	Do.	do.	National Bank	do.
April 7	ss. Clan MacIntyre	Calcutta	W C M upon a	1 empty box
March 13	ss. Rangoon Maru	Japan	Nil	1 bundle tea shooks
March 8	ss. Leicestershire	Rangoon	W in a square	1 bag manure
March 14	ss. Agga	Bangkok	T	1 bag rice
March 29	ss. Ava	Rangoon	Nil	5 empty barrels
March 15	ss. Rangoon Maru	Japan	A C in a triangle and S C outside	1 case biscuits
March 15	Do.	do.	D B in a square	Hair brushes, &c.
March 16	ss. Lightning	—	T V R	4 bags rice
March 21	Do.	Tuticorin	Nil	1 bundle dry fish
March 21	Do.	do.	Nil	1 bag mochai
March 29	Do.	do.	A M S M	1 bag cotton seed
March 29	Do.	do.	S S T	3 bags g. poonac
March 29	Do.	do.	A S M R	3 bags rice
March 29	Do.	do.	B S B	1 bundle c. fish
March 18	ss. Merl-era	Madras	C A C upon 5338 in a square	1 package candles
			D F	2 packages lead
			R B A K	1 case milk
February 28	ss. Lady Blake	Coast	Nil	1 bundle canvas
March 29	ss. Manora	London	R P	1 case containing jam
			B L upon C in a triangle	1 case (merchandise ?)
			W C M upon C	1 box (empty)
			W in a square	1 bag manure

H. M. Customs,
Colombo, July 15, 1916.

H. E. NEWNHAM,
for Principal Collector.

LOCAL BOARD NOTICES.

Existence of Rabies, Local Board, Moratuwa.

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

2. 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.

The Kachcheri,
July 10, 1916.

J. G. FRASER,
Chairman.

Notice of Sale, Local Board, Badulla.

NOTICE is hereby given that the lands, materials, &c., mentioned in the annexed schedule having been seized for default in payment of Police and Local Board rates, Badulla, for the 1st quarter, 1916, will be sold by public auction at the Badulla Kachcheri on August 4, 1916, at 3.30 P.M., in conformity with Ordinances Nos. 13 of 1898 and 16 of 1865, unless in the meantime the amounts owing in respect of rates, together with the lawful costs of seizure and sale, are duly paid.

Badulla Kachcheri,
July 17, 1916.

F. BARTLETT,
Government Agent.

No.	Name of Owner.	Amount due. Rs. c.
25	William Weerasinha	0 59
79	K. Ukku Banda	0 77
107	Edith Thorpe and others	3 20
142	U. Kiri Banda	0 50
161	Miss Lora Elias	0 50
207	A. Rammenika	0 50
220	W. Appuhami	0 52
669	Sheikali	0 75
1031	Estate of B. Ganetirala	0 50
1157	Estate of M. Kuma	0 50
1162	K. Appuhami	0 50
1174b	Deen Mamooth	0 50
1174c	K. Ossen, Tailor	0 50
1178	H. Appuhami Arachchi	0 50
1182	Waruse Achi	0 50
1185	Estate of U. Mutu Menika	0 50
1350	U. Banda	0 50
1420	E. J. M. Appuhami	0 50
1426	A. Rammenika	0 59
1434	K. D. Sumansekera and D. M. S. Banda	0 50
1448	Mutiayangane Vihare	0 50
1463	A. P. Heen Menika	0 50
1527	U. Appuhami	0 50
1570	Estate of B. M. S. Banda	0 50
1621	A. Hudu Kuma	0 50
1637	Egoda Piyangolle Ukku Banda	0 50
1682	Uduma Lebbe	0 50
1735	Dikwattedgedera Appuhami	0 50
1757	H. Heen Menika	0 50

Election of Unofficial Member, Local Board, Ratnapura.

It is hereby notified that Mr. Charles Frederick Dharmaratne has been re-elected an Unofficial Member, under section 13 of the Local Boards Ordinance, No. 13 of 1898, to serve on the Local Board, Ratnapura, till December 31, 1916.

Ratnapura Kachcheri,
July 12, 1916.

B. CONSTANTINE,
Government Agent.

SANITARY BOARD, BATTICALOA DISTRICT.

Statement of Revenue and Expenditure of the Sanitary Board, Kalmunai (Batticaloa), for the Year 1915.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes :—				Establishment ..	—		907 92
Assessment, 1914-15 ..	1,240	28		Revenue service ..	—		698 57
Road tax ..	2,539	0		Sanitary charges ..	—		1,161 47
Dog tax ..	24	25		Lighting ..	—		433 92
			3,803 53	Public works ..	—		4,977 91
Licenses ..	—		593 65	Miscellaneous ..	—		44 38
Fines ..	—		2 0	Refund of security ..	—		299 68
Rents ..	—		1,411 43				
Miscellaneous ..	—		38 47				
Security deposit ..	—		415 66				
			6,264 74				8,523 85
Balance of January 1, 1915 ..	—		3,339 45	Balance on December 31, 1915 ..	—		1,080 34
Total ..			9,604 19	Total ..			9,604 19

Sanitary Board Office,
Batticaloa, July 14, 1916.

W. O. STEVENS,
for Chairman.

Statement of Revenue and Expenditure of the Sanitary Board, Kattankudy (Batticaloa), for the Year 1915.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes :—				Establishment ..	—		918 60
Assessment, 1914-15 ..	932	10		Revenue service ..	—		858 25
Road tax ..	3,614	42		Sanitary charges ..	—		1,234 69
			4,546 52	Lighting ..	—		318 78
Licenses ..	—		1,531 85	Miscellaneous ..	—		514 57
Fines ..	—		55 0	Public works ..	—		4,006 31
Miscellaneous ..	—		1,483 0				
Security deposit ..	—		25 0				
			7,641 37				7,851 20
Balance on January 1, 1915 ..	—		1,516 87	Balance on December 31, 1915 ..	—		1,307 4
Total ..			9,158 24	Total ..			9,158 24

Sanitary Board Office,
Batticaloa, July 14, 1916.

W. O. STEVENS,
for Chairman.

Statement of Revenue and Expenditure of the Sanitary Board, Eraur (Batticaloa), for the Year 1915.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes :—				Establishment ..	—		437 96
Assessment, 1914-15 ..	751	28		Revenue service ..	—		657 83
Road tax ..	3,002	0		Sanitary charges ..	—		291 39
Dog tax ..	10	0		Miscellaneous ..	—		176 0
			3,763 28	Public works ..	—		2,138 87
Licenses ..	—		620 50	Lighting ..	—		121 71
Fines ..	—		59 50				
Miscellaneous ..	—		81 29				
			4,524 57				3,823 76
Balance on January 1, 1915 ..	—		2,447 0	Balance on December 31, 1915 ..	—		3,147 81
Total ..			6,971 57	Total ..			6,971 57

Sanitary Board Office,
Batticaloa, July 14, 1916.

W. O. STEVENS,
for Chairman.

Statement of Revenue and Expenditure of the Sanitary Board, Sammanturai (Batticaloa), for the Year 1915.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Taxes :—			Establishment	—	397 48
Assessment, 1914-15 ..	354	8	Revenue service	—	395 22
Road tax	2,413	0	Sanitary charges	—	559 16
Dog tax	14	0	Lighting	—	42 21
		2,781 8	Public works	—	1,175 73
Licenses	—	335 25	Miscellaneous	—	182 37
Fines	—	11 45			
Security deposit	—	25 0			
		3,152 78			
Balance on January 1, 1915 ..	—	653 7	Balance on December 31, 1915 ..	—	2,752 17
					1,053 68
Total		3,805 85	Total		3,805 85

Sanitary Board Office,
Batticaloa, July 14, 1916.

W. O. STEVENS,
for Chairman.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 1,405 of March 28, 1914.

Roper Shelton Agar.

"Improvements in a machine for coagulating and curing latex with smoke and for treating it after coagulation."

Abstract.—The invention consists in improvements to the machine previously described in a Specification by the same inventor, and to whom Letters Patent were granted under No. 1,359 of 1913. That machine was described as being adapted to coagulate and cure rubber latex by churning it with smoke. The improvements claimed in present Specification are indicated in the claims, as follows :—

1. Apparatus adapted to coagulate and cure rubber latex by churning it with smoke, substantially as herein set forth.
2. Apparatus for treating rubber latex according to claim 1, comprising a pan adapted to receive the latex to be treated, a perforated or plain rotary drum arranged to dip into the latex within said pan, a furnace having a lower compartment or furnace grate chamber and an upper or smoke generating compartment, the two compartments being in communication through valve-controlled passages with an intermediate chamber from which the smoke is led to the latex pan.
3. Apparatus according to claim 2, wherein the latex pan or the casing containing it is extended at the side opposite to that at which the smoke is admitted, means being arranged within said extension for leading the coagulated latex outwardly or away from the pan.
4. Apparatus according to claim 2, wherein the coagulated latex leaving the latex pan is led through a hot chamber containing rollers for squeezing the water out of the coagulated latex, and means, such as heated rollers, for partially drying the coagulated latex.
5. Apparatus according to claim 4, wherein the hot chamber is heated by smoke led from the generator of the smoke that is delivered to the latex pan.
6. Apparatus for coagulating, curing, and treating latex, constructed and adapted to operate substantially as hereinbefore described with reference to, and shown in, the accompanying drawings.

One sheet of drawings.

No. 1,479 of January 13, 1916.

Emile Henri Mathieu.

"A portable coconut opener."

Abstract.—The machine consists of (1) a lever knife of wedge-shape in both planes; that is to say, of wedge-shape at the cutting edge and of wedge-shape in its thickness; (2) of an anvil or holdfast to hold the nut, consisting of a pronged fork mounted free to revolve in a socket fastened to a post forming part of the frame of the machine; (3) and of guides formed in the frame of the machine for the lever arm carrying the knife to ensure that the blade of the knife shall always work in one plane.

The claims are :—

1. A holdfast consisting of a steel cylinder with prongs, turning freely in a socket fixed to the top of a small post ensuring a firm hold of the nut, and, by its freedom of movement in its socket, allowing of the nut being cut in 4 segments obtained in two cuts.
2. A knife set between two plates and guided and maintained by them so that the stroke cannot deviate from the vertical, and must hit the nut in its middle.
3. A knife shaped and ground in such a way that it combines a wedge action (due to the thicker section of the apex) which forces apart after breaking it, the two sides of the hard shell and the cutting action required for the separation of the fibre.
4. An indiarubber buffer to stop the downward course of the knife and to break the force of the blow.

Two sheets of drawings.

No. 1,501 of June 27, 1916.

Marconi's Wireless Telegraph Company, Limited.

"Improvements in wireless telegraph receivers."

Abstract.—The inventors state :—

The object of this invention is to provide a wireless telegraph receiver in which the noises due to atmospherics shall be so reduced that they do not overpower the sounds due to the signals it is desired to read. It has before been proposed to magnify the received signals by the employment of a circuit, including a valve or vacuum tube containing an anode, a screen, and a hot filament.

According to the present invention such a valve or vacuous tube containing an anode, a screen or grid, and a metallic or carbon filament is employed, but the filament is only heated to such a degree that there is no magnification. A valve in such a condition is not able to pass more than a certain definite amount of current, and the currents due to atmospherics are therefore reduced to the dimensions of those due to the signals, and the noise in the telephone is no greater than the notes produced by the signals. If the sounds are too weak, an ordinary magnifying valve circuit may be interposed between the intermediate circuit and the receiving circuit.

A valve having a metallic or carbon filament so slightly heated as to produce only very small magnification may also be employed to reduce the resistance of the aerial circuit. The natural resistance of the aerial may then be made considerable so as to damp the atmospherics, while the effective resistance is reduced by the inter-action of the incoming and outgoing circuits of the valve. If further magnification be desired several valves, each producing small magnification, may be used in series.

The valve is used so that there is slight magnification, and thus for the narrow limits within which, owing to the dullness of the filament, it can magnify, the resistance S is neutralized. The resistance is thus effective for the large amplitudes of atmospherics, but is neutralized for the weaker amplitudes of signals.

By employing two valves in series this magnification may be doubled without decreasing the limiting property of the circuit, and consequently the resistance S may be increased so as still further to reduce the effect of atmospherics.

The claims are :—

1. In a wireless telegraph receiver the employment of a vacuous tube containing an anode, a grid, and a filament which is only heated to such a degree that there is no magnification, substantially as described.

2. In a wireless telegraph receiver the combination of an aerial having considerable resistance and a valve containing a dull filament and connected to two inductances which are coupled to the aerial and so arranged that their inter-action may reduce the effective resistance of the aerial, substantially as described.

3. A wireless telegraph receiver, substantially as described with reference to figure 1.

4. A wireless telegraph receiver, substantially as described with reference to figure 2.

5. A wireless telegraph receiver, substantially as described with reference to figure 3.

One sheet of drawings.

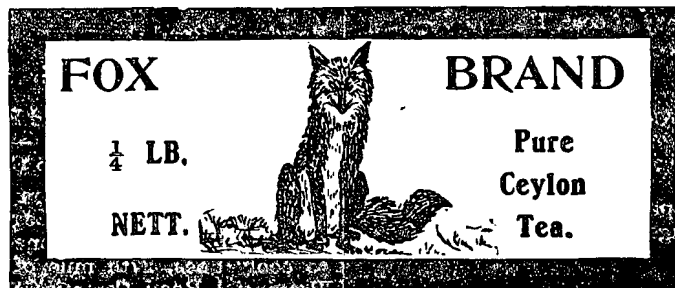
E. HUMAN,
Registrar of Patents.

Re. 1/—

TRADE MARKS NOTICES.

Application No. 1,082.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that The Times of Ceylon Company, Limited, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Morgans Agency, of Kuala Lumpur, Selangor, Federated Malay States, who claim to be the proprietors thereof in respect of tea in Class 42 in the Classification of Goods in the above-mentioned Regulations :—



This Trade Mark is to be used on goods for sale in the Federated Malay States and the Straits Settlements.

Registrar-General's Office,
Colombo, July 19, 1916.

W. L. KINDERSLEY,
Registrar-General.

ROAD COMMITTEE NOTICES.

NOTICE is hereby given that the Chairman of the Provincial Road Committee, Western Province, will receive tenders at the Colombo Kachcheri at 12 noon on Monday, July 31, 1916, for the purchase of the under-mentioned Toll Rent of the Western Province from October 1, 1916, to September 30, 1917.

Tenders should be made for the rent as shown below.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

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

Further information can be obtained on application to the Chairman of the Provincial Road Committee.

Negombo District.

Toll at the Siduwa ferry.

Colombo, July 12, 1916.

J. G. FRASER,
Chairman.

*Amended Notice.***Ulapane-Riverside Branch Road.**

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

(Notice dated June 19, 1916, is hereby cancelled.)

(Estimate No. D 280 of 1915-16.)

Government moiety .. Rs. 1,200
Private contributions .. Rs. 1,212

1st to 2nd section, 1 mile.

Total acreage, 1,601—Moiety of cost, Rs. 279·82—
Sectional rate, ·1747c.—Total rate, ·1747c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The English and Scottish Co-operative Wholesale Societies..	Mahavilla	.. 321	..	56 11
Do. (Geo. Benzie)	Weli-ganga and Halgolla	.. 204	..	35 65
Messrs. Lee, Hedges & Co. and Selby Hanbury	Kanapediwatta	.. 393	..	68 69
The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland)	Riverside	.. 390	..	68 17
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Dambagalla	.. 98	..	17 12
Do.	Nugawella	.. 195	..	34 8
				279 82

3rd section, $\frac{1}{2}$ mile.

Total acreage, 1,666—Moiety of cost, Rs. 139·91—
Sectional rate, ·0839c.—Total rate, ·0839c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The English and Scottish Co-operative Wholesale Societies..	Mahavilla	.. 321	..	26 95
Do. (Geo. Benzie)	Weli-ganga and Halgolla	.. 204	..	17 13
Messrs. Lee, Hedges & Co. and Selby Hanbury	Kanapediwatta	.. 393	..	33 1
Sirimala Duraya	Mahugahena	.. 65	..	5 46
The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland)	Riverside	.. 390	..	32 75
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Dambagalla	.. 98	..	8 23
Do.	Nugawella	.. 195	..	16 38
				139 91

4th, 5th, and 6th sections, $1\frac{1}{2}$ miles.

Total acreage, 1,141—Moiety of cost, Rs. 419·73—
Sectional rate, ·3678c.—Total rate, ·3678c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Messrs. Lee, Hedges & Co. and Selby Hanbury	Kanapediwatta	.. 393	..	144 56
Sirimala Duraya	Mahugahena	.. 65	..	23 92
The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland)	Riverside	.. 390	..	143 46
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Dambagalla	.. 98	..	36 6
Do.	Nugawella	.. 195	..	71 73
				419 73

7th, 8th, and 9th sections, 1·32 miles.

Total acreage, 683—Moiety of cost, Rs. 369·35—
Sectional rate, ·5400c.—Total rate, ·5400c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland)	Riverside	.. 390	..	210 91
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Dambagalla	.. 98	..	52 99
Do.	Nugawella	.. 195	..	105 45
				369 35

Abstract.

	Rs.	c.
Mahavilla estate	..	83 6
Weli-ganga and Halgolla	..	52 78
Kanapediwatta	..	246 26
Riverside	..	455 29
Dambagalla	..	114 40
Nugawella	..	227 64
Mahugahena	..	29 38
		1,208 81

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 22, 1916.

Private contribution .. Rs. 1,212·00
Unexpended balance, 1914-15 .. " 3·19

Amount to be recovered on account
1915-16 .. Rs. 1,208·81

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, July 7, 1916. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

(Drains to Cooly Lines.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for constructing drains to cooly lines, 27th mile of above road, in 1913-14, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 19, 1916, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Government moiety..			..	240
Private contributions ..			..	246
The Eastern Produce and Estates Company, Ltd.	Norwood	..	882	
Mackwood & Co.	New Valley	..	457	
M. Elton Lane	Haloowella	..	294	
Do.	Rockwood	..	99	
F. H. Gossage	Maskeliya	..	372	
J. M. Robertson & Co.	Ghentilt	..	448	
Sir Thomas Lipton	Bunyan	..	308	
Do.	Ovoca	..	255	
J. M. Robertson & Co.	Mocha	..	588	
C. E. Wedd	Queensland	..	281	
J. M. Robertson & Co.	Craighill and Lanka	..	204	
Whittall & Co.	Bloomfield	..	262	
Do.	Mottingham	..	258	
A. P. Jukes	Dunnottar	..	187	
Colombo Commercial Company, Limited	Emelina	..	205	
Whittall & Co.	Brunswick	..	256	
Do.	Caskieben	..	206	
Do.	Midlothian	..	244	
J. M. Robertson & Co.	Deeside	..	441	

Proprietors or Agents.	Estates.	Acreage.
William Rollo (George Stuart & Co.)	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205
C. B. Prettijohn	.. Strathspey	.. 231
G. B. de Mowbray	.. Dotale	.. 108
W. W. Hood (C. H. Hood)	.. Braemer	.. 151
C. H. Hood	.. Kelaniya	.. 191
Geo. Stuart & Co.	.. Brownlow and Tarf	.. 583
Do.	.. Gangawatta	.. 186
E. & H. A. Webb	.. Mousakele	.. 278
C. H. Hood	.. Ekolsund	.. 310
F. R. Chapman	.. Nyanza	.. 397
Whittall & Co.	.. Luccombe and Heathfield	.. 478
Do.	.. Rutherford	.. 276
Lambert L. Pieris	.. Hapugastenne	.. 606
Geo. Stuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
P. C. Adams	.. Ricarton and Leaston	.. 596
A. N. Greig	.. Laxapana, York, and John's land	.. 866
S. Price	.. Blantyre	.. 239
Do.	.. St. Andrews	.. 321
C. Johnson	.. Dalhousie	.. 289
Do.	.. Situlaganga	.. 143
A. N. Greig	.. Suluganga	.. 155
E. H. Etches	.. Forres	.. 387
Uplands Tea Estates Co.	.. Moray and Vallodolid	.. 461
Do.	.. Geddes	.. 198
Do.	.. Corfu	.. 187
Do.	.. Rajamalle	.. 212
R. MacLure	.. Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	.. 848
S. B. Bell	.. Adam's Peak	.. 742

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, July 11, 1916. Chairman.

Norton-Carolina Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held on Friday, July 28, 1916, at Norton Factory at 4 P.M.

Business.

To consider what estates should be assessed for the following private contributions:—

	Rs.	c.
Maintenance of Norton bridge, 1915-16	227	25
Flood damages	225	50

Theberton Estate, S. H. GRIGG,
Watawala, July 6, 1916. Chairman, Local Committee.

Madulkele-Kabaragalla 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 above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 19, 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. 500.00
Private contributions	..	Rs. 512.50

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
H. Midwood	.. Ellerton	.. 72
Do.	.. Nillomally	.. 1,005
C. W. Wood	.. Kelebokka	.. 690
S. F. Greig	.. Galheria	.. 600
Carson & Co.	.. Bræ and Dell, Hatanwala, Marnagala	.. 1,694
H. W. Kennedy	.. Deyanella	.. 460
Gordon Fraser & Co.	.. Relugas	.. 378
H. W. Kennedy	.. Kabaragalla	.. 386
G. W. Hunter Blair	.. Poengalla, Hirlankanda, and Kirigalpotta	.. 1,109

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

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

Lindula-Agra Branch Road.

(Between Lindula and end of Agra Road.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned supplementary sum for maintenance of the above road from 26½ mile to 29th mile for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 19, 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. 525.00
Private contributions	..	Rs. 530.25

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Dimbula Valley Co., Limited	.. Belgravia	.. 305
1st to 3rd section, 2 miles.		
A. V. & J. H. Renton	.. Tallankanda	.. 268
The Misses Temple (A. T. Sydney Smith)	.. Diyanilakele	.. 267
A. H. Bell, Mrs. H. C. C. Bell, and Miss R. M. Bell	.. Fairfield	.. 319
The Ceylon Tea Plantations Co., Limited	.. Wallaha	.. 290
The Dimbula Valley Tea Co., Limited	.. Mousaella	.. 550
Eildon Hall Tea & Rubber Co., Limited	.. Eildon Hall	.. 413
The Bambrakelle Estates Tea Company, Limited	.. Bambrakele	.. 486
Do.	.. Lot 110,386, Dell	.. 100
T. Fairhurst & W. C. Oswald	.. Oddington	.. 100
Mrs. Wiggan & Son	.. Melton	.. 207
T. Fairhurst	.. Ferham	.. 273
Scottish Trust and Loan Company, Limited	.. Rahanwatta	.. 308
Do.	.. Queenswood	.. 239

1st to 4th section, 2½ miles.

The Dimbula Valley Co., Ltd. Tillicultry .. 401

1st to 5th section, 2½ miles.

J. A. & N. G. Campbell	.. Waltrim	.. 370
Lord Chelmsford	.. Agrakanda	.. 288
C. R. S. Carew (G. H. Masefield, Agent)	.. Fassifer West	.. 138
W. H. Sealey (J. E. Baillie Hamilton)	.. Fassifer East	.. 138
F. A. & W. N. Fairlie	.. Kowlahena	.. 366
Geo. Beck (J. E. Baillie Hamilton)	.. Henfold and St. Regulas	.. 570
The Dimbula Valley Tea Company, Limited	.. Lippakele	.. 206
The Ceylon Estates Investment Association, Limited	.. Macduff	.. 221
The Ceylon Tea Plantations Company, Limited	.. Begally, Cymru, and Tangakele	.. 910
Sumtravale Estates Company, Limited	.. Maria	.. 297
The Dimbula Valley Tea Company, Limited	.. Elgin	.. 291
Do.	.. Kellyhill	.. 158
The Vellekelle Tea Company	.. Ouvahkellie	.. 593
Heirs of John M. Smith	.. Caledonia	.. 255
Eildon Hall Tea & Rubber Co., Limited	.. Agra	.. 276
Mooloya Estates, Ltd.	.. Braemore	.. 265
Cranley Tea Estates Co.	.. Cranley and Cranley Upper	.. 818
Holbrook Co., Ltd.	.. Holbrook	.. 200

Proprietors or Agents.	Estates.	Acreage	Proprietors or Agents.	Estates.	Acreage.
The Agra Tea Company of Ceylon, Limited	.. Ardlaw	.. 209	Ceylon Tea Plantation Co., Limited	.. Waverley	.. 157
Heirs of J. M. Smith	.. Albion	.. 291	Glasgow Estate Company, Ltd.	.. Nithsdale	.. 242
A. G. Seton & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	.. St. Margaret's	.. 197	Portmore Tea Estate Co., Ltd.	.. Portmore	.. 311
Balmoral Ceylon Estates Company, Limited	.. Balmoral	} .. 626	Do. . . . .	.. Aldourie	.. 269
Do. . . . .	.. Clydesdale		Lutyus Bros. (A. L. Scott) ..	.. Morningson	.. 417
Do. . . . .	.. Galatea		Ceylon Tea Plantations Co., Limited	.. Ardallie	.. 209
Alliance Tea Company, Limited	.. Thornfield	.. 290½	Heirs of T. Mackie & P. Moir (W. B. Bartlett, Agent)	.. Lot 112,364, Powys land	.. 165
The Agra Tea Company of Ceylon, Limited	.. Wishford	.. 158	Balmoral Ceylon Estates Co., Limited	.. Sandringham and Yaravale	.. 542
R. S. & G. J. Peris	.. Agra Elbedde	.. 276	New Dimbula Company, Ltd.	.. Diyagama	.. 3,125
A. R. Ashton (E. E. Megget)	.. Iona	.. 112	Heirs of J. M. Sayres	.. Nutbourne	.. 172
G. L. Gwatkin (E. E. Megget)	.. Torrington	.. 283			
Do. . . . .	.. Helbeck	.. 109			
Alex. Stevenson	.. Lot 110,382, Mossend	.. 125			
P. B. Seton (A. Hamilton Harding, Agent and Resident Manager)	.. New Preston	.. 167½			
A. G. & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	.. Lot 110,383, Preston No. 2	.. 250			
Ceylon Tea Plantation Company, Limited	.. Glenlyon, Stair, & Polmont	.. 683			
The Alliance Tea Company of Ceylon, Ltd.	.. Gleneagles	.. 222			
Agra Ouvah Estates Co.	.. Agra Ouvah	.. 331			
Do. . . . .	.. Fankerton	.. 193			
Galaha Ceylon Tea Estates and Agency Co.	.. Hauteville	.. 320			
Do. . . . .	.. Woodlake	.. 162			
Do. . . . .	.. Freshwater	.. 251			
Do. . . . .	.. St. George	.. 263			
John K. Gilliatt & Co. (Cumberbatch & Co.)	.. Sutton	.. 277			
Heirs of R. W. Wickham	.. Holmwood	.. 391			
Glasgow Estates Company, Ltd.	.. Glasgow	.. 472			

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, Chairman.
Kandy, July 12, 1916.

Bangadeniya-Mandalana Road, Chilaw District.

NOTICE is hereby given, under section 6 of Ordinance No. 14 of 1896, that the Provincial Road Committee, North-Western Province, intends to define the limits of the district the estates in which will be assessed for the construction and maintenance of the Bangadeniya-Mandalana road—a distance of 8 miles.

The meeting of proprietors of estates interested will be held at the Kurunegala Kacheheri at 3 P.M., on August 7, 1916.

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

A. N. HURT,
Provincial Road Committee's Office, for Chairman.
Kurunegala, July 13, 1916.

MULLAITTIVU MARKET FUND.

Statement of Receipts and Expenditure on account of Markets Fund in Mullaittivu District during the Half-Year ended June 30, 1916.

RECEIPTS.	Total. Rs. c.	PAYMENTS.	Total. Rs. c.
Balance on January 1, 1916	405 17	Payments	—
Six instalments of Tanniyuttu market rent for 1916	82 56	Balance	487 73
	487 73		487 73

District Road Committee's Office,
Mullaittivu, July 12, 1916.

W. L. MURPHY,
Chairman.

JAFFNA MARKET FUND.

Statement of Receipts and Expenditure of the Markets Fund for the Half-Year ended June 30, 1916.

RECEIPTS.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Rent of Chunnakam market	667 21	Pay of market keepers, sweepers, and watchers	181 50
Rent of Chavakachcheri market	476 76	Maintenance of market buildings	186 97
Rent of Changanai market	547 0	Law expenses	43 75
Rent of Elephant Pass market	52 80	Disinfectants	35 2
Rent of Tholpuram market	37 68	Miscellaneous	102 66
Rent of Pandatiriuppu market	56 51	Deepening and building the drain at Chunnakam market	108 82
Fee for license to hold private market	95 15	Cost of audit	16 10
Produce of trees in market lands	11 0		
	1,944 11		674 82
Balance on December 31, 1915	9,522 90	Balance on June 30, 1916	10,792 19
Total	11,467 1	Total	11,467 1

District Road Committee's Office,
Jaffna, July 17, 1916.

S. H. WADIA,
for Chairman.