



# Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.  
PART IV.—Land Settlement.  
PART V.—Mercantile, Marine, Municipal, Local, &c.

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF DELMEGE, REID & COMPANY, LIMITED.

The name of the Company is "DELMEGE, REID & COMPANY, LIMITED."

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

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

- (1) To acquire and take over as a going concern the business of Delmege & Company, Limited, now carried on by them at London, Colombo and elsewhere, in the Island of Ceylon, under the style or firm of Delmege & Company, Limited, and also to acquire and take over the several other assets and effects mentioned in an agreement which has already been prepared and is expressed to be made between the said Delmege & Company, Limited, and Charles Goodman of 7, Great St. Helens, London, E.C., its Liquidator, of the one part, and the said Delmege, Reid & Company, Limited, of the other part, a copy whereof has for the purposes of identification been subscribed by F. J. de Saram, a Proctor of the Supreme Court of the Island of Ceylon, and for the purpose aforesaid to enter into and carry into effect (either with or without modification) the said agreement.
- (2) To carry on as a Joint Stock Company, Limited, the business referred to in the said agreement as the same has heretofore been carried on by the said Delmege & Company, Limited, and to develop and extend the same, and to carry on such other businesses and processes in connection with the above-mentioned business as are customarily or usually carried on in connection therewith, or are naturally incident thereto.
- (3) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of coal merchants, colliery proprietors, coke manufacturers, miners, smelters, engineers, manufacturers of chemicals and manures, distillers, dye makers, metallurgists, carriers by land and water, shipowners, bargeowners, warehousemen, proprietors of docks, warehouses, and stores, wharfingers, lightermen, forwarding agents, commission agents, ship agents, agents for insurance companies and other firms, corporations or individuals, underwriters and insurers of ships, goods, and other property, ice merchants and refrigerating storekeepers, exporters, importers, and manufacturers, and wholesale and retail dealers of and in manufactured goods, materials, provisions, produce, live and dead stock, and merchandise of all kinds, storekeepers, planters, and millers, and to carry on all or any of such businesses in all their branches.
- (4) To carry on the business of planters, cultivators, sellers, and dealers in tea, rubber, cocoa, and other tropical crops and produce and to manufacture, dispose of, sell, and deal in products of tea, rubber, cocoa, and other tropical crops and produce.

- (5) To purchase, take on lease, or otherwise acquire any mines, mining rights, and metalliferous lands in Ceylon or elsewhere, and any interest therein, and to explore, work, exercise, develop, and turn to account the same; also to crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, and prepare for market, ore, plumbago, metal, and mineral substances of all kinds, and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects.
- (6) To buy, sell, manufacture, refine, manipulate, import and export, and deal in all substances, apparatus, and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealings with the Company, either wholesale or retail, and generally to carry on directly or indirectly any other business or businesses, trade or employment, manufacturing, importing, exporting, planting, mining, or otherwise, which may seem to the Company capable of being conveniently carried on, either in connection with or in addition to any business hereby authorized or otherwise calculated directly or indirectly to enhance or render profitable any of the Company's property, rights, or business for the time being.
- (7) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
- (8) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale and improvement, development and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (9) 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 moneys, shares, debentures, or securities in any other company, or for any other consideration.
- (10) To construct or join in and contribute towards the construction of any railways, tramways, canals, roads, embankments, reservoirs, electric, water or gas works, or other works of whatever description, and to equip, work, and maintain any railways or tramways, and to generate, store, and use electricity for any purpose, and to carry on the business of a gas or water company or an electric light or storage company or electrical engineers.
- (11) To take, purchase or acquire, by exchange or otherwise, and to hold any shares (whether fully or partly paid), stock, debentures, debenture stock, or other securities in or of any other company, and to cause such shares, securities, or any of them to be vested in or held by nominees or a nominee for and on behalf of the Company.
- (12) To purchase or acquire, by exchange or otherwise, and to undertake all or any part of the goodwill, business, undertaking, property, assets, and liabilities of any person or persons or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company, and to conduct and develop or wind up and liquidate such business.
- (13) To purchase, take on lease or in exchange, hire, or otherwise acquire and deal in immovable and movable property of all kinds and any interests therein.
- (14) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company in any part of the world carrying on or engaged 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, and to give to any person or company special rights and privileges in connection with or control over the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (15) To subsidize and assist any person or companies, and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations, and to guarantee the performance of contracts by customers or other persons or companies.
- (16) To enter into any arrangements with any authorities, government, municipal, local, or otherwise in any part of the world that may seem conducive to the Company's objects, or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (17) To establish and support or aid in the establishment and support of hospitals, infirmaries, and other charities, friendly societies, reading rooms, libraries, educational institutions, and any other institutions or associations, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (18) To make any experiments in connection with any business of the Company, and to take out or otherwise acquire by original application, purchase, or otherwise any letters patent, patent rights, licenses, concessions, secret processes, or other information as to any inventions or the like, and to grant licenses in respect thereof.
- (19) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (20) To take part in the management, supervision, and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, trustees, accountants, or other experts or agents.
- (21) To invest and deal with the moneys of the Company, not immediately required, upon such securities, shares, or investments and in such manner as may from time to time be determined.
- (22) To give all descriptions of guarantees, and in particular to guarantee the principal and interest of and any premium which may become payable on any mortgages, debentures, debenture stock, or other obligations, and the dividend on and the return either with or without any premium of the capital paid on any shares.
- (23) To subscribe to, or become a member of, or join in establishing any association or company formed for the purpose of insuring the members and staff or their property against fire, storm, explosion, or any other loss, including loss occasioned by the infidelity of any person.

- (24) To lend money, either with or without security, and generally to such persons or companies, and on such terms as may seem expedient, and to subsidise and assist any person or companies, and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations, and to guarantee the performance of contracts by customers or other persons or companies.
- (25) To borrow or raise money in any manner and on any terms.
- (26) For any purpose and in any manner and form from time to time to mortgage or charge the whole or any part of the undertaking, property, and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or increased, of the Company, and whether at the time issued or created or not, and to create, issue, make, and give debentures, debenture stock, bonds, or other obligations perpetual or otherwise, and at par, or at a premium or discount, with or without any mortgage or charge on all or any part of such undertaking, property, rights, and uncalled money, and to purchase, redeem, exchange, vary, extend, or pay off and from time to time re-issue such securities.
- (27) To give to any director, officer, servant, or employé of the Company any share or interest in the profits of the Company's business, or any branch thereof, and for that purpose to enter into any arrangements the Company may think fit.
- (28) To pay all preliminary expenses of the Company, and any company promoted or formed by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any of the shares in the capital of the Company, or any other company, or any debentures, debenture stock, or other securities of the Company or any other company, or in or about the formation or promotion of the Company or any other company, or the conduct of its business.
- (29) To remunerate any person or company either in cash, shares, debentures or debenture stock, or otherwise howsoever, for placing, or assisting to place, or subscribing, or agreeing to subscribe, whether absolutely or conditionally, for or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the shares or debentures or debenture stock or other obligations of or for any other services in or about the promotion of or the issue of the capital or obligations of this or any other company, or the conduct of the business of this or any other company, or for acting as trustees for debenture holders or debenture-stock holders, and also to pay any costs of winding up any company, the whole or any portion of the property of which is acquired by this Company.
- (30) To make, draw, accept, endorse, and negotiate respectively promissory notes, bills of exchange, bills of lading, warrants, and other negotiable or transferable instruments.
- (31) To adopt such means of making known the products of Ceylon and of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (32) To apply for at the cost of the Company and obtain any ordinance or enactment of the legislature of Ceylon, or order or decree of his Excellency the Governor in Council, or order or decree of any court for enabling the Company to extend its objects, or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (33) To sell or dispose of the whole or any part of the undertaking, business, and property of the Company for such consideration as the Company may think fit, and in particular to accept payment, wholly or in part, in shares or obligations, partly of fully paid up, of any other company, and to promote and form any company intended to purchase any property of the Company, or to use anything made, dealt in, or produced by the Company in its business, or which it may be considered will help the Company in its business, and to subscribe absolutely, or subject to any condition or contingency, for or acquire in any way any of such company's shares or obligations, and as to all or any shares or obligations acquired by the Company, either to hold the same or to sell or re-issue with or without guarantee, or to distribute them or any other assets of the Company in specie upon a division of profits or distribution of capital among the shareholders.
- (34) 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.
- (35) 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.
- (36) To organize, start, and furnish depôts for the sale of coal, or buy, or join in buying a share or the whole of existing depôts for the sale of coal in any part of the world.
- (37) To procure the Company to be registered or recognized in Ceylon or in any other colony or dependency or any foreign country.
- (38) 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.
- (39) To do all or any of the above things in any part of the world, and as principles, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ceylon or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed in such paragraphs, be in nowise limited by reference to or inference from any other paragraphs or the name of the Company, but may be carried out in as full and ample a manner, and shall be continued in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct, and independent company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) shares of Ten Rupees (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. Provided that if and whenever the capital of the Company is divided into shares of various classes, the rights and privileges of any class shall not be modified or varied, except in the manner from time to time provided by the Articles of Association and regulations of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. A. DELMEGE (by his attorney J. A. B. CARVER), 7, Great St. Helens, London, E.C.	One
CHARLES GOODMAN (by his attorney J. A. B. CARVER), 7, Great St. Helens, London, E.C.	One
J. E. MOXEY (by his attorney J. A. B. CARVER), 3 and 4, Lime St. Square, London, E.C.	One
SPENCER SHELLEY, 16, Queen street, Fort, Colombo	One
T. S. STEWART, 16, Queen street, Fort, Colombo	One
J. J. B. PALMER, 16, Queen street, Fort, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this 20th day of July, 1916:

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

#### ARTICLES OF ASSOCIATION OF DELMEGE, REID & COMPANY, LIMITED.

It is agreed as follows:—

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

#### INTERPRETATION.

4. 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 "Delmege, Reid & 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 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" has the meaning assigned thereto by the Ordinance.

"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" 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.

With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy.

"Directors" means the Directors for the time being of the Company.

"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.

5. The first business of the Company shall be to acquire the business and undertaking of Delmege & Company, Limited, now being carried on by them at London, Colombo, and elsewhere, and for the purpose of so doing the Directors shall forthwith affix the Seal to the agreement referred to in clause 3, sub-clause (1), of the Memorandum of Association, and shall carry the said agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms of such agreement, either before or after the execution thereof. The Company is formed on the basis that the said agreement shall be adopted with or without such modification as aforesaid, and no objection shall be taken to the said agreement, nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said agreement by reason of any promoter or Director of the Company being interested in the said agreement, or by reason of the purchase consideration having been fixed without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every shareholder of the Company, past or present, shall be deemed to have notice of the provisions of the said agreement, and to have assented to all the terms thereof.

6. No invitation shall be made to the public to subscribe for any shares, debentures, or debenture stock of the Company.

7. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times as the Directors think fit, subject nevertheless to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof. The Directors shall have the power to give to any person a call on any unissued shares either at par or at a premium and for such time as they shall think fit.

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 or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company, or as it may direct, by the person who for the time being shall be the registered holder of the share.

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

11. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, save as herein provided, be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.

12. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

#### CERTIFICATES.

13. The certificates of title to shares shall be issued under the Seal of the Company and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors.

14. Every shareholder shall be entitled, free of charge, to a certificate under the common Seal of the Company for all the shares registered in his name specifying the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all.

15. 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 party entitled to such lost or destroyed certificate.

16. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of One Rupee, or such smaller sum as the Directors may determine.

17. The certificates of shares registered in the names of two or more persons may be delivered to any one of such holders.

#### CALLS.

18. The Directors may from time to time make such calls as they think fit upon the shareholders in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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

20. Two clear months' notice of any call shall be given, specifying the time and place of payment, and to whom such call shall be paid.

21. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the person from whom the sum is due shall be liable to pay interest for the same at the rate of 5 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine; but the Directors shall be at liberty to waive payment of such interest wholly or in part.

22. On the trial or hearing of any action to be brought by the Company against any shareholder, his executors or administrators, to recover any debt due for any call or interest accrued due thereon, it shall be sufficient to prove that the name of the shareholder sued is on the register of shareholders of the Company as the holder or one of the holders of the shares in respect of which such debt accrued, and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the shareholder sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matter whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

23. The Directors may, if they think fit, receive from any shareholder willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate as the shareholder paying such sum in advance, and the Directors, agree upon, but not exceeding, without the sanction of the Company in General Meeting, 6 per cent.

#### FORFEITURE AND LIEN.

24. If any shareholder fail 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.

25. The notice shall name a day (not being less than two clear months from the date of the notice) and a place or places on and at which such call or instalment and such interest or 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.

26. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

27. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

28. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

29. A person whose shares have been forfeited shall cease to be a shareholder in respect of such shares, but 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 5 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

30. The Company shall have a first and paramount lien upon all the shares registered in the name of each shareholder (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person, to or subsisting with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends and interest from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such shares.

31. For the purpose of enforcing such lien the Directors may sell the shares subject thereto, in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such shareholder; his executors or administrators, and default shall have been made by him or them in the payment, fulfilment of, or discharge of such debts, liabilities, or engagements, for seven days after such notice.

32. The nett proceeds of any such sale shall be applied in or towards satisfaction of the said debts, liabilities, and engagements, and the residue (if any) paid to such shareholder, his executors, administrators, or assigns.

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

34. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### TRANSFER AND TRANSMISSION.

35. 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.

36. The instrument of transfer of any share shall be in writing and in any usual or common form which the Directors shall approve.

37. The Directors may decline to register any transfer of shares upon which the Company has a lien, and may refuse to register a transfer to a transferee of whom they do not approve. In no case shall the Directors be bound to state the reason of their refusal to register, but their declinature shall be absolute.

38. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the share, and the transfer shall thenceforward, subject to production at all reasonable times, at the request of the transferor or transferee or the assigns of the transferee, be kept by the Company.

39. A fee not exceeding One Rupee may be charged for each transfer and shall, if required by the Directors, be paid before the registration thereof.

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

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

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

- (1) A share may be transferred by a shareholder or other person entitled to transfer to any shareholder selected by the transferor; but, save as aforesaid, no share shall be transferred to a person who is not a shareholder so long as any shareholder is willing to purchase the same at the fair value as hereinafter defined.
- (2) Except where the transfer is made pursuant to sub-clause (1) of this Article, the person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the vendor's price"), and shall constitute the Company his agent for the sale of the share to any shareholder of the Company or person selected as aforesaid at the vendor's price, or (at the option of the purchaser) at the fair value as hereinafter defined. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.
- (3) If the Company shall within the space of ninety days after being served with such notice, find a shareholder willing to purchase the share (hereinafter called "the purchasing shareholder") and give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing shareholder.
- (4) The Company shall at each Annual General Meeting, by resolution, determine the fair value of each share of the Company, and the value so determined shall, for all purposes of this Article, be deemed to be the fair value of a share as from the date of the Annual General Meeting of the Company until the end of the next succeeding Annual General Meeting. In the case of any transfer notice served before the Annual General Meeting to be held in the year 1917, the Directors shall determine the fair value of the shares comprised in every such notice.
- (5) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing shareholder to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing shareholder, and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. Each shareholder and the representative of a bankrupt shareholder shall appoint and be deemed to appoint the Secretary of the Company as Attorney for the purpose of executing any transfer of shares carried out under this clause, and any transfer executed by the Secretary in accordance therewith shall be binding on the seller or transferor of shares, and a receipt by the Secretary for the purchase price shall be a good discharge to the buyer.



- (6) If the Company shall not within the space of ninety days after being served with the transfer notice find a shareholder willing to purchase all the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of ninety days, be at liberty, subject to Article 37, to sell and transfer the said shares, or such of them as have not been sold to a purchasing shareholder, to any person and at any price.
- (7) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice shall be offered to the shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any shareholder or class of shareholders a preferential right to purchase the same. Until otherwise determined every such share shall be offered to the shareholders in such manner as the Directors shall in their absolute discretion determine.

43. Any curator of any minor shareholder, or any person becoming entitled to share 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 may, 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 Directors think sufficient, be registered as a shareholder in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

44. The Directors may call on any shareholder who has ceased to be employed under the Company, or on the executors or administrators of a deceased shareholder, or on any person or persons in whom under Article 42 or 43 hereof the shares of any shareholder may for the time being be vested, to sell and transfer all or any number of his shares or of the shares of such deceased shareholder (as the case may be) for a consideration equal to the amount paid up on the shares to such persons and in such manner as the Directors shall at any time or from time to time direct; and if such shareholder so ceasing to be employed as aforesaid or the executors or administrators of such deceased shareholder or the person or persons in whom under Article 42 or 43 hereof the shares of any shareholder may for the time being be vested as aforesaid do not forthwith comply with such call, he or they shall be deemed to have served the Company with a Transfer Notice under sub-section (2) of Article 42 hereof, and to have specified therein a sum equal to the amount paid up on the shares as the fair value thereof, and the provisions of sub-sections (3), (5), and (6) of Article 42 shall take effect *mutatis mutandis*. All dividends payable in respect of such of the shares as may not for the time being have been sold and transferred under this Article shall down to the date of actual completion of the sale and transfer belong to and be retained by the holder or holders for the time being of the shares. Provided, however, that in the event of the death of Anthony Ansdell Delmege, his executors or administrators or any person or persons in whom all or any of his shares may for the time being be vested under the provisions of Article 42 or 43 hereof or under any settlement executed by him shall be at liberty at any time after his death to transfer the shares held by him or by such person or persons aforesaid to whomsoever they may elect to transfer the same and the Directors shall accept such transfer and Article 37 shall not apply to the transfer of any shares held by him or by such person or persons aforesaid.

#### INCREASE AND REDUCTION OF CAPITAL.

45. The Company in General Meeting may from time to time increase the capital by the 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 meeting shall determine.

46. 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 upon the creation thereof 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 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.

47. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of capital, all new shares shall be offered to the then 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 Directors may dispose of the same in such manner as they think most beneficial to the Company.

48. 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 payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

49. The Company may from time to time by special resolution reduce its capital in any manner and with and subject to any incident authorized and consent required by law. And the Company may also by special resolution subdivide or consolidate its shares or any of them.

#### MODIFICATION OF RIGHTS.

50. If at any time the capital is divided into shares of different classes—

- (1) The holders of any class of shares either in writing or 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 a majority of the holders of shares of the class, either in writing or 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. For the purposes of this Article, the consent in writing of the holders of at least three-fourths of the issued shares of that class shall be sufficient to bind and shall bind all the holders of shares of the class.

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 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. Provided that the quorum necessary for any meeting under this Article shall be two persons at least, holding or representing by proxy three-fourths of the issued shares of the class.

#### BORROWING POWERS.

52. The Directors or a majority of them may from time to time at their discretion, raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

53. The Directors or a majority of them may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled or unissued capital for the time being.

#### GENERAL MEETINGS.

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

55. 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, at such time and place as may be determined by the Directors.

56. The above-mentioned General Meetings shall be called Ordinary General Meetings, all other meetings of the Company shall be called Extraordinary General Meetings.

57. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by shareholders holding in the aggregate one-half of the issued capital, convene an Extraordinary General Meeting.

58. Any such requisition shall specify the object of the meeting required, and shall be signed by the shareholders making the same, and shall be deposited at the office. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisitions and if convened otherwise than by the Directors, for those purposes only.

59. In case the Directors do not proceed to cause an Extraordinary General Meeting to be held within sixty days after such deposit, the requisitionists or a majority of them in value may themselves convene a meeting to be held within three calendar months after such deposit.

60. Sixty days' notice, specifying the place, day, and hour of meeting, and, in case of special business, the general nature of such business shall be given by notice sent by post, or otherwise served as hereinafter provided; and with the consent, in writing, of the holders of the majority of the shares in the Company a meeting may be convened by a shorter notice, and in any manner they think fit.

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

62. The accidental omission to give any such notice to any of the shareholders shall not invalidate any resolution passed at any such meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

63. Every Ordinary General Meeting other than the first one 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.

64. 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.

65. Two shareholders personally present and entitled to vote shall be a quorum for a General Meeting for the choice of a Chairman and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be shareholders personally present and entitled to vote, not being less than three in number, and holding or representing by proxy not less than one-fourth part of the issued capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

66. The Governing Director or, if there be none, the Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the shareholders present shall choose another Director as Chairman, and if no Director 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.

67. If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon such requisition as aforesaid, 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.

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

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

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

71. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

72. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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



74. 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.

#### VOTES OF SHAREHOLDERS.

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

76. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that, forty-eight hours at least before the time of holding the meeting or adjourned meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

77. Where there are joint registered holders of any shares, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; and, if more than one of such joint-holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased shareholder in whose name any share stands shall, for the purposes of this clause, be deemed joint-holders thereof.

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

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

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

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

#### *Delmege, Reid & Company, Limited.*

"I, \_\_\_\_\_, of \_\_\_\_\_, being a shareholder of Delmege, Reid & Company, Limited, hereby appoint A. B., of \_\_\_\_\_ or failing him, C. D., of \_\_\_\_\_ or failing him, E. F., of \_\_\_\_\_, as my proxy, to vote for me and on my behalf at the Ordinary (or Extraordinary) General Meeting of the Company, to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof, and at any poll which may be taken in consequence thereof.

"As witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_."

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

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

#### GOVERNING DIRECTOR.

84. Anthony Ansdell Delmege shall be the Governing Director and (subject as hereinafter mentioned) shall hold that office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors, and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business.

85. The said Anthony Ansdell Delmege whilst holding the office of Governing Director may from time to time, and at any time, appoint any other persons (not exceeding six in number) to be Directors of the Company, and may define, limit, and restrict their powers, and may fix and determine their remuneration and duties, and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

86. The said Anthony Ansdell Delmege whilst holding the office of Governing Director shall be entitled to remuneration for his services as may from time to time be arranged by the Directors, and shall give such time and attention to the affairs of the Company as he shall think fit.

87. The said Anthony Ansdell Delmege may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office he shall, if willing to act, become an ordinary Director.

#### ORDINARY DIRECTORS.

88. Whilst the said Anthony Ansdell Delmege holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding six in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Anthony Ansdell Delmege ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Anthony Ansdell Delmege if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Anthony Ansdell Delmege ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Anthony Ansdell Delmege, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500.

89. The following provision shall, after the said Anthony Ansdell Delmege shall have ceased to hold the office of Governing Director, apply, that is to say—

- (1) The number of Directors shall not be less than three nor more than seven.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.

(3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the other Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors or the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.

(4) The office of a Director shall be, *ipso facto*, vacated—

- (a) If he accepts or holds any other office under the Company except that of Managing Director, Secretary, Agent or Manager of the Company's business.
- (b) If he becomes bankrupt, or suspends payment, or compounds with his creditors.
- (c) If he is found lunatic, or becomes of unsound mind.
- (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
- (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
- (f) If by notice in writing to the Company he resign his office.
- (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

#### CONTRACTS BY DIRECTORS.

90. No Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also in the case of the said Anthony Ansdell Delmege, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that except as aforesaid and in respect of the agreement referred to in Article 5 hereof, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

#### PROCEEDINGS OF DIRECTORS.

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

92. The said Anthony Ansdell Delmege, whilst holding the office of Governing Director, and, after he shall have ceased to hold the same, any Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointor.

93. The said Anthony Ansdell Delmege shall, so long as he remains a Director and is willing to act, be the Chairman of the Directors. Subject as aforesaid, the Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

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

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

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

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

98. In the absence of the Governing Director and until he shall otherwise direct, 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.

99. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

#### MINUTES.

100. The Directors shall cause minutes to be duly entered in books provided for the purpose:—

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.
- (3) Of all orders made by the Directors and committees of Directors.
- (4) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and committees.

And any such minutes of any meeting of the Directors or of any committee or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

## POWERS OF DIRECTORS.

101. Subject and without prejudice to the provisions of clause 84 hereof, the management of the business of the Company shall be vested in the Directors, who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance and of these presents and to any regulations from time to time made by the Company in General Meeting; provided that no regulations so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

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

(1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.

(2) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price, and generally on such terms and conditions as they think fit.

(3) At their discretion to pay for any property, rights, or privileges acquired by, or service rendered, to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued as either fully paid up or with such amount credited as paid up thereon, as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit.

(5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.

(6) To accept from any shareholder, on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof, so far as the same may lawfully be surrendered.

(7) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

(8) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.

(9) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

(10) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.

(11) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.

(12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.

(13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed upon.

(14) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and any such commission, or share of profits, shall be treated as part of the working expenses of the Company.

(15) Before recommending any dividend, to set aside out of the profits of the Company in any year—

(a) Such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, improving, or maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof, for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets; and

(b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support, or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.

(16) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.

(17) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

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

(1) The Directors from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

(2) The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any

such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit ; and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

(3) The Directors may at any time, and from time to time, by power of attorney under the Seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors ; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.

(4) Any such delegates or attorneys as aforesaid may be authorized by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

(5) The Company may cause to be kept in any place in which it transacts business a branch register of shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.

(6) The Directors may comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

#### THE SEAL.

104. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors or a committee of the Directors previously given, and in the presence of two Directors at least, who shall sign every instrument to which the Seal is affixed.

#### DIVIDENDS.

105. The nett profits shall (after such amount, if any, as the Directors may think fit has been set aside for a Reserve Fund and for the Special Distribution Fund) be applied in paying a dividend upon the shares in proportion to the amounts paid up on such shares respectively ; provided nevertheless that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits. The Directors shall recommend to the Annual General Meeting the amount (if any) which they consider should be paid as dividend, and the meeting shall declare the dividend to be paid, and fix the time for payment, but such dividend shall not exceed the amount recommended by the Directors. The amount which may have been set aside as a Reserve Fund shall be deemed to remain undivided profit, and may be applied for division as dividend in any subsequent year or for such purposes as the Directors may recommend.

106. No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest as against the Company.

107. The declaration of the Directors as to the amount of the nett profits of the Company shall be conclusive.

108. The Directors may from time to time pay to the shareholders such interim dividends as in their judgment the position of the Company justifies.

109. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

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

111. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a shareholder, or which any person under that clause is entitled to transfer, until such person shall become a shareholder in respect thereof, or shall duly transfer the same.

112. In case several persons are registered as the joint-holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

113. 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 that one whose name stands first on the register in respect of the joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent ; but the Company shall not be liable or responsible for the loss of any cheque or dividend warrant sent through the post.

#### ACCOUNTS.

114. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

115. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

116. 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 any of them shall be open to the inspection of the shareholders, and no shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Ordinance, or authorized by the Directors, or by a resolution of the Company in General Meeting.

117. At the Ordinary General Meeting in every year, but not at the First General Meeting, the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company, made up to a date not more than five months before the meeting, from the time when the last preceding account and balance sheet were made up, or, in the case of the first account and balance sheet, from the incorporation of the Company.

118. Every such balance sheet shall be accompanied by a report of the Directors 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 amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by the Directors or any three or more of them.

119. A written or printed copy of such account, balance sheet, and report shall for seven days previous to the meeting be open to the inspection of any shareholder ; but no shareholder other than the Directors shall be furnished with, or shall take a copy of such account, balance sheet, or report, except with the consent of the Directors previously obtained.

#### AUDIT.

120. The account 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.

121. 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.

122. 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.

123. Retiring auditors shall be eligible for re-election.

124. 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.

125. 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.

126. 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.

127. All accounts, books, and documents whatsoever of the Company shall at all times be open to the auditors for the purpose of audit.

#### NOTICES.

128. A notice may be served by the Company upon any shareholder, either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such shareholder at his registered place of address, and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the Secretary or Secretaries of the Company their own or some other address.

129. Each holder of registered shares whose registered place of address is not in Ceylon may, from time to time, notify in writing to the Company an address in the United Kingdom or elsewhere which shall be deemed his registered place of address within the meaning of the last preceding clause.

130. As regards those shareholders who have no registered place of address in Ceylon, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

131. Any notice required to be given by the Company to the shareholders, or any of them, and not expressly provided for by these presents, shall be sufficiently given, if given by advertisement in the *Ceylon Government Gazette*.

132. All notices shall, with respect to any registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

133. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

134. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary or other person or persons appointed by the Board to do so.

#### INDEMNITY.

135. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

#### INDIVIDUAL RESPONSIBILITY OF DIRECTORS.

136. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 whatever which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same happen through his own wilful act or default.

#### ARBITRATION.

137. 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.

138. 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.

139. 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.

140. 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.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 20th day of July, 1916.

A. A. DELMEGE (by his attorney J. A. B. CARVER).  
CHARLES GOODMAN (by his attorney J. A. B. CARVER).  
J. E. MOXEY (by his attorney J. A. B. CARVER).  
SPENCER SHELLEY.  
T. S. STEWART.  
J. J. B. PALMER.  
LESLIE W. F. DE SARAM.

Witness to the above signatures :

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

[First Publication.]

#### The Ceylon Sugar Refineries, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Ceylon Sugar Refineries, Limited, will be held at the registered office of the Company on Monday, August 14, 1916, at 12 noon, when the subjoined resolution, which was passed at the Extraordinary Meeting of the Company held on July 29, 1916, will be submitted for confirmation as a Special 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.”

By order of the Board,

Colombo, August 2, 1916. CARSON & Co., LTD.,  
Agents and Secretaries.

#### The Ceylon Sawmills Company, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the above Company, No. 2, Prince street, Fort, Colombo, on Saturday, August 12, 1916, at 12 noon.

*Business.*

- (1) To receive the report of the Directors and the accounts for the past year.
- (2) To elect a Director.
- (3) To appoint an Auditor for the current year.
- (4) To transact such other business as may properly come before the Meeting.

By order of the Directors,

Colombo, July 31, 1916. AITKEN, SPENCE & Co.,  
Agents and Secretaries.

#### The Mount Lavinia Hotel Company, Limited.

NOTICE is hereby given that an Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 21, Baillie street, Fort, Colombo, on Wednesday, August 16, 1916, at 3.30 P.M. :—

*Business.*

1. To receive the report of the Directors and accounts for the six months ending June 30, 1916.
2. To elect two Directors.
3. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed as from August 2 to 16, 1916, inclusive.

By order of the Directors,

Colombo, August 2, 1916. LEWIS BROWN & Co., LTD.,  
Agents and Secretaries.

#### The Ratwatta Cocoa Company, Limited.

NOTICE is hereby given that the Annual General Meeting of the Shareholders will be held within the registered office of the Company, No. 14, Queen street, Colombo, on Thursday, August 17, 1916, at 3 P.M. :—

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended June 30, 1916.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor and transact any other competent business that may be brought before the Meeting.

By order of the Directors,

Colombo, August 2, 1916. GEORGE STEUART & Co.,  
Agents and Secretaries.

#### Auction Sale.

UNDER and by virtue of the decree entered in case No. 43,732, D. C., Colombo, I am directed by the said court to put up for sale by public auction on August 25, 1916, at 5 P.M., at the spot, the following property to wit :—All those contiguous allotments of land called Kongahawatta, now forming one property, with the building and plantations standing thereon, situated at Katukurunda, in the Palle pattu of Salpiti korale, in extent 1 rood and 3 88/100 square perches (0A. 1R. 3 88/100P.).

61, Belmont street,  
August 1, 1916.

H. MARTIN PEIRIS,  
Auctioneer.

#### Auction Sale of Valuable Properties at Kew Lane, Slave Island.

UNDER and by virtue of the commission and order issued to me by the District Court of Colombo, in case No. 42,279 of the said court, I shall sell at the respective spots on Friday, August 25, 1916, commencing at 4.30 P.M., the under-mentioned properties declared specially bound and executable for the payment of the amount due on the decree entered in the said case to wit :—

- I.—The land and buildings thereon bearing assessment No. 42, at Kew lane, Slave Island, in extent 5 80/100 perches.
- II.—The land and building bearing assessment No. 24a, at Kew lane or Akbar lane, in extent 7 89/100 perches.
- III.—Land and buildings bearing assessment No. 24c, at Kew lane, in extent 14 80/100 perches.
- IV.—The land and buildings bearing assessment No. 26, at Kew lane, in extent 15 58/100 perches.

For further particulars apply to the undersigned.

4, Baillie street, Fort.

A. Y. DANIEL,  
of A. Y. DANIEL & SON,  
Auctioneers and Brokers.



*Q. 200*  
**Sale by Auction under Mortgage Decree—Property at Slave Island.**

UNDER decree D. C., Colombo, No. 43,953, entered in favour of Mrs. Lucie Dora Gunasekara and two others against J. Amideen Awal Cuttilan, as executor of the last will of Nona Davic, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction at the respective spots on Friday, August 25, 1916, at 5 p.m.—(1) All that allotment of land with the buildings standing thereon bearing assessment No. 14, Java lane, Slave Island, in extent 7 perches. At 5.30 p.m.—(2) All that garden with the buildings standing thereon bearing assessment No. 1, situated at New street, now Java lane, Slave Island, in extent 8 3/4/100 perches.

Further particulars from G. L. Cooray, Esq., Proctor and Notary, Colombo, or—

C. E. KARUNARATNA,  
 6, Hulftsdorp, August 3, 1916. Auctioneer.

*Q. 201*  
**Auction Sale of Property at Kolonjadiya in the Chilaw District.**

UNDER decree in case No. 10,917, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Rawanna Mana Narayanan Pulle of Negombo, against the defendant Warnakulasuriya Gabriel Fernando of Nainamadama, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction at the spot at 11 A.M., on Saturday, August 26, 1916, the portion divided and separated from the land Kosgahawatta, situate at Kolonjadiya in Kammal pattu of Pitigal korale, in the District of Chilaw, which said portion is 74 coconut trees plantable extent, at distances similar to those planted thereon.

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

M. P. KURERA,  
 Negombo, July 29, 1916. Auctioneer.

*Q. 202*  
**Auction Sale of Property at 3rd Division, Udayartoppu in Negombo.**

UNDER decree in case No. 11,018, D. C., Negombo, entered in favour of the plaintiff, Nicholas Solomon Costa of Pallanella, against the defendant Juan Anthony Perera of 3rd division, Udayartoppu, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction at the spot at 4 P.M., on Monday, August 28, 1916, the high land called Thal-gahawatta, situate at 3rd division, Udayartoppu, within the gravets and in the District of Negombo, in extent 3 roods and 8 9/100 perches, with the buildings standing thereon.

Further particulars from D. L. E. Amarasinghe, Esq., Proctor, Negombo, or—

M. P. KURERA,  
 Negombo, August 1, 1916. Auctioneer.

*Q. 203*  
**Sale under Mortgage Decree of Property at Bandirippua, in the District of Chilaw.**

UNDER decree in case No. 10,892, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Lena Lechchamanan Chetty of Negombo, against the defendants (1) Malasinghe-aratchige Dona Angelina Hamy of Bandirippua, personally and as administratrix of the estate of Hitihamiappuhamillage Don Cornelis Appuhamy, deceased, and guardian *ad litem* of (a) Hitihamiappuhamillage William, (b) ditto Albinahamy, (c) ditto Robertinahamy, (d) ditto Siadoris, (e) ditto Dona Mary Josephine, minors, and (2) Hitihamiappuhamillage Porlentina; assisted by her husband, D. J. Selestino of Bandirippua, and by virtue of the commission issued to me for the recovery of the amount

therein stated, I shall sell the under-mentioned properties by public auction at the respective spots on Tuesday, August 29, 1916, viz. :—

At 3 P.M.

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

At 3.15 P.M.

(2) The undivided 1/2 share of the land called Siyambalahawatta, situate at Bandirippua aforesaid, in extent 3 acres and 3 roods.

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

M. P. KURERA,  
 Negombo, July 28, 1916. Auctioneer.

*Q. 204*  
**Auction Sale of Property at Grand Street in Negombo.**

UNDER decree in case No. 10,614, D. C., Negombo, entered in favour of the plaintiff, Joseph Kaithano Fernando Kirthesinghe of Negombo, Mudaliyar, against the defendants (1) Kurukulasuriya Domingo Joseph Peries and wife (2) ditto Maria Theresia Perera and surety, (3) ditto Domingo Juan Perera, all of St. Joseph's street, Negombo, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property by public auction at the spot at 4 P.M., on Thursday, August 31, 1916, viz. :—

The undivided 19/24 share of the eastern half share of the land called Suriyagahawatta and the tiled house and plantations standing thereon, situate at Grand street, within the gravets and in the District of Negombo; which said eastern half share being bounded on the north by land formerly of Sattambiyar now belonging to the heirs of Alvino Fernando, east by land formerly of Philippu Fernando and the late Domingo Fernando, now belonging to the heirs of Alvino Fernando, south by the road called Grand street, and on the west by the remaining half share of this land of Maria Perera and Rapiel Peris, containing in extent within these boundaries 12 7/8 perches.

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

M. P. KURERA,  
 Negombo, July 29, 1916. Auctioneer.

*Q. 205*  
**Auction Sale.**

UNDER mortgage decree in case No. 11,021, D. C., Negombo, entered in favour of the plaintiffs (1) Mrs. Lily Julia Aserappa assisted by her husband (2) Walter Nicholas Straube Aserappa, Advocate, both of Negombo against the defendants (1) Nanediripedige Jayatunga of Horampella, son of (2) Nanediripedige Salma of Horampella, and by virtue of the order to sell issued to me, I shall sell by public auction at the respective spots on Friday, August 25, 1916, the under-mentioned properties mortgaged to the plaintiffs and ordered to be sold by the decree for the recovery of the sum of Rs. 2,396, with interest thereon at 9 per cent. per annum till payment in full, and costs of suit, Rs. 249 50, to wit :—

At 1 P.M.

1. An undivided portion in extent 1 rood and 29 perches towards the north of the land called Kajugahalanda-kebella, situate at the village Horampella, in Dasiya pattu of the Alutkuru korale, in extent about 1 acre.

At 1.30 P.M.

2. All that land called Kahatagahalanda, situate at the village Horampella aforesaid, in extent about 1 1/2 acres, together with the buildings standing thereon.

At 2 P.M.

3. An undivided 1/2 share of the field called Meelagahakumbura, situate at the village Horampella aforesaid, in extent about 3 parahas of paddy sowing ground.

At 2.30 P.M.

4. An undivided  $\frac{1}{2}$  share of the land called Nekathigegodella, situate at the village Horampella aforesaid, in extent 6 $\frac{1}{2}$  acres.

At 3 P.M.

5. An undivided  $\frac{1}{2}$  share of the land called Keraminiyakele, situate at the village Horampella aforesaid, in extent 6 acres 1 rood and 7 perches.

At 3.30 P.M.

6. An undivided  $\frac{1}{2}$  share of the land called Maragahaland, situate at the village Horampella aforesaid, in extent 6 acres 3 rood and 4 perches.

For further particulars apply to A. E. Aserappa, Esq., Proctor, Negombo, or to me—

Negombo, July 27, 1916.

K. L. PEREIRA,  
Auctioneer.

**Auction Sale of Valuable Properties in the Town of Nawalapitiya, and at Arandara, near Kegalla.**

In the District Court of Kandy.

D. J. Blyth of Gampola ..... Plaintiff.  
No. 16,128. Vs.

Helena Sirimane and others ..... Defendants.

UNDER and by virtue of the decree entered in the above case, I am directed by the District Court of Kandy, to sell by public auction the following properties specially and primarily mortgaged with the plaintiff by the above defendants and ordered to be sold for the recovery of the sum of Rs. 1,476.93, and legal interest thereon from July 20, 1904. Not exceeding the sum of Rs. 1,476.93 :—

On Friday, August 25, 1916, at 3 P.M., at the spot.

The right, title, and interest of the above-named defendants in and to all that land called Gederawattehena *alias* Dewattagahahena, situate in the town of Nawalapitiya (in Gampola road near the Police station), in Pasbage korale in Udu Bulatgamapalata, in the Central Province, containing 6 pelas paddy sowing extent; bounded on the east by the ridge of Crown land, south by the liminary ridge of the coffee land called Barkapel, on the west by the portions of the land belonging to Samarakoon Mudiyansele Appahmy and Mudalihamy, and on the north by the road leading to the river belonging to Crown and also the land taken by Mr. Palawandarem from Government on lease and improved by him.

And in case the above property fails to realize the said amount of Rs. 1,476.93, and interest the following will be sold on Saturday, September 2, 1916, at 1 P.M., of the spot:—

The right, title, and interest of the above-named defendants in and to all that land called Ambekumbura of 2 pelas and 6 lahas paddy sowing extent, lying on both sides of the high road leading to Ruanwella, situate at the village of Arandara, in Kandupiti pattu of Four Korales; bounded on the east by the limit of Kandeyalage Kannatoopillakumbura and limit of Acharigekumbura, south by the limit of Padiyalagebulugahumulahena, west by Udduella-ela and Narangahakanattiya, and north by the same ela and limit of Acharigekumbura.

(2) At the spot the land called Hitinawatta of about 15 lahas paddy sowing extent, together with the plantation thereon, situate at the village aforesaid; bounded on the east by the galdetta on the boundary of Kandeyalagewatta, south by the boundary bank of Hurimaloogewatta, west by the stone fence of this land on the boundary of Hurimaloogewatta, and north by the jak tree and stone fence of this land on the boundary of Hurimaloogewatta.

(3) At the spot the land called Badullagamulahena of 4 amunams and 6 lahas or about 14 acres in extent, together with everything thereon, situate at the village aforesaid; bounded on the east by the limit of Pallegamadurayalage Gurugalahena, south by the boundary of Manannalage Hillambehena, west by the boundary of Handurumulahena belonging to Gamarala, and north by the limit of Delgahumulahena of Horanakaraya.

For further particulars apply to Messrs. Liesching and Lee or to—

Kandy, July 26, 1916.

W. HENRI,  
Auctioneer.

## Auction Sale.

In the District Court of Galle.

Gardiye Mahawattege Charles de Silva of Magalle Plaintiff.  
No. 12,664. Vs.  
Denepitiye Daluwattege Janeris Galuppiada ..... Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction the following property declared bound and executable for the recovery of Rs. 3,000, and costs of suit, on Monday, August 21, 1916, at 3 P.M., at Gedarawatta, Dewatura, in Magalle:—

1. An undivided  $\frac{3}{10}$  parts of the soil and trees of Ambagahawatta *alias* Gorakagahawatta *alias* Hawulwatta, situate at Galuppiada, together with the tiled and masonry built house of 9 cubits standing thereon.

2. An undivided  $\frac{1}{2}$  and  $\frac{1}{30}$  parts of the soil and 200 share trees of Gedarawatta, situate at ditto, with an undivided  $\frac{1}{2}$  part of the planter's share of 1st, 2nd, and 3rd plantations with a further  $\frac{1}{2}$  part of the planter's share of the 2nd plantation.

3. An undivided  $\frac{1}{2}$  part of Karattakottayawatta at ditto and 7 coconut trees of the new plantation.

4. An undivided  $\frac{1}{2}$  part of Polduwaliadda at Akmi-mana.

5. The defined central lot marked B of Etambagahamullekumbura *alias* Mandakumbura and also the adjoining Gorakagaha-addarakumbura, situate at Haliwala.

For further particulars, please apply to D. W. Subasinghe, Esq., Proctor, Supreme Court, Galle, or to—

Arya Sinhala Wansaya Office,  
Galle.D. G. RATNAPALA,  
Auctioneer and Broker.

## Auction Sale.

In the District Court of Galle.

No. 413. In the matter of the insolvency of M. A. M. Fernando of Kaluwella.

UNDER and by virtue of a commission issued in the above case, I will sell by public auction at the different spots, the following premises, on the date and hours hereinafter mentioned, viz. :—

On August 18, 1916, at 2 P.M.

An undivided  $\frac{1}{2}$  of  $\frac{1}{2}$  part of lot A of the field called Keranwila, situate at Akurugoda and Warakapitiya, in Weligam korale; bounded on the north by Galketiwegoda *alias* Bokkannehena and Kurundugahawaladeniya, east by Newewehena, south by Kemanwetiya, Iidduwakumbura, Handinawatta, and Handinawattedeniya, and west by Talgasdoowegoda and lot B of the said land.

On August 19, 1916, commencing at 11 A.M.

Galpoteiyadda (exclusive of the ditch passing through the land which leads to Halgahawatta) lying on either side of the Gansabhawa road from Morawaka to Alapaladeniya, situate at Weliwe, in Morawak korale; bounded on the north by Mahadola, east by Gurubewila, south by Wawdagedarawatte-agala, and west by Galwala; containing 2 pelas of paddy sowing extent.

An undivided 20 kurunies paddy sowing extent of the field called Tumpela, situate at Morawaka, in Weliwe aforesaid; bounded on the north by Gurubewle Pengiri-hena, east by Mahakumbura, south by land belonging to Mura-mudali Senanayaka and others, and west by Radakumbura; containing 1 amunam of paddy sowing extent.

July 31, 1916.

CHAS. M. GUNASEKERA,  
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 properties 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 1½ acre, with all plantations 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 Navalmarathadypugaelaigalakany, situate at Kusalai, in Anaivilundan pattu of the District of Chilaw, in extent 3,500 tobacco plants plantable soil, with all productive trees standing thereon.
4. An undivided half share from the field called Maruthamarathadywayal, situate at Kusalai in Anaivilundan pattu of the District of Chilaw, in extent 12 parras paddly sowing soil, together with all the things thereon.
5. An undivided half share from the garden called Othymarathadytottam *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 Anaivilundan pattu of the District of Chilaw, in extent 1½ acre, with all plantations and buildings standing thereon.

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

**Auction Sale.**

UNDER mortgage decree in case No. 5,239, D. C., Chilaw, entered in favour of the plaintiff Sena Kana Runa Sena Kana Runa Karuppen Chetty by his attorney Sena Kana Runa Sena Kana Runa Suppiah of Madampe, against the defendants (1) Meera Lebbelage Assena Lebbe, (2) Pallitambilage Mohammodu Lebbe (dead), both of Etugahekotuwa, in Yagam pattu korale, in Katugampola hatpattu, in the District of Kurunegala, and Jainamba of Etugahekotuwa, the substitute defendant in place of the deceased 2nd defendant, and by virtue of the commission issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties (mortgaged by the defendants) by public auction at the respective spots on Saturday, August 12, 1916, commencing at 10 A.M., viz. :—

1. An undivided ¾ share from and out of the land Kogahamulawatta, situate at Etugahekotuwa, in Yagam pattu korale, Katugampola hatpattu, in extent about 4 lahas kurakkan sowing soil with all trees.
2. An undivided ¾ share from and out of the land called Maraghamulawatta at ditto, in extent 1 laha kurakkan sowing soil.
3. An undivided ¾ share from and out of the land called Talgahamulawatta at ditto, in extent 5 lahas kurakkan sowing soil.
4. An undivided 1/9 share from and out of the land called Kongahamulawatta at ditto, in extent 3 lahas kurakkan sowing soil.

C. RAJARATNAM,  
 for the Chilaw Agency.  
 Chilaw, July 24, 1916.

**Application for Enrolment as a Proctor.**

I, NARAYANASWAMY THAMBY PALASANDIR of "Sorna Villa," Dam street, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 1, 1916. N. T. PALASANDIRAN.

**Application for Enrolment as a Proctor.**

I, GREGORY WILBERFORCE DE SILVA, of "Orange Tree," Nuwara Eliya, presently of Y.M.C.A., Racquet Court, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 1, 1916. G. W. DE SILVA.

**Application for Enrolment as a Proctor.**

I, DOMINGO AMARASURIYA, of Galle, presently of "Penrhyn," Campbell place, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court in the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 3, 1916. D. AMARASURIYA.

**Application for Enrolment as a Proctor.**

I, BASIL RICHARD ANTONIO ANDERSON, of "Fair Land," Chilaw, presently of Bambalapitiya, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Bambalapitiya, Colombo. BAS. R. ANDERSON.

**Application for Enrolment as a Proctor.**

I, SAMRAPPULIGE ABEYRATNA WIJAYATILAKE of "Daisy Villa," Matale, presently of Karagampitiya, Dehiwala, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

S. A. WIJAYATILAKE.  
 Dehiwala, Colombo, August 3, 1916.

**Application for Enrolment as a Proctor.**

I, JAMES POGITHA GOONEWARDENE, of Dehiwala, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Dehiwala, August 3, 1916. J. P. GOONEWARDENE.

**Application for Enrolment as a Proctor.**

I, EDGAR ÆLIAN HARPER EBERT, of "Hill Crest," Kalutara South, do hereby give notice that I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

"Hill Crest,"  
 Kalutara South, August 1, 1916. ÆLIAN EBERT.

## Application for Enrolment as a Proctor.

I, GEORGE CLAUDE STANLEY COREA, of Negombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other the Hon. the Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Negombo, August 2, 1916.

G. C. S. COREA.

## Application for Enrolment as a Proctor.

I, ENOCH CYRIL FELIX JOHANNES SENANAYAKE, of Negombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other the Hon. the Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Negombo, August 2, 1916.

E. CYRIL F. J. SENANAYAKE.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that, in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rates due on the premises, and for the period mentioned in the subjoined 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.

C. W. BICKMORE,  
Acting Financial Assistant to the Chairman,  
The Municipal Office, Municipal Council.  
Colombo, July 27, 1916.

## SCHEDULE.

Date of Sale : Saturday, August 19, 1916.

Premises No.	Dematagoda. Quarter and Year.	Time of Sale.
1220.64	.. 4th quarter, 1915	.. 7 A.M.
1221.63	.. 3rd and 4th quarters, 1915	.. 7.5 "
1226.60A	.. 4th quarter, 1915	.. 7.10 "
1227.68	.. Do.	.. 7.15 "
1228.58	.. 3rd and 4th quarters, 1915	.. 7.20 "
1232/1235.54	.. 4th quarter, 1915	.. 7.25 "
1237.49A	.. Do.	.. 7.30 "
1238.49A	.. Do.	.. 7.35 "
1239.49C	.. Do.	.. 7.40 "
1243.50	.. Do.	.. 7.45 "
1245.49D	.. Do.	.. 7.50 "
1246.53B	.. Do.	.. 7.55 "
1247.53A	.. 3rd and 4th quarters, 1915	.. 8 "
1250.46A	.. 4th quarter, 1915	.. 8.5 "
1263.42A	.. 3rd and 4th quarters, 1915	.. 8.10 "
1264.42	.. Do.	.. 8.15 "
1265.41	.. 4th quarter, 1915	.. 8.20 "
1268.39B	.. 3rd and 4th quarters, 1915	.. 8.25 "
1269.39A	.. 4th quarter, 1915	.. 8.30 "
1270.39	.. 3rd and 4th quarters, 1915	.. 8.35 "
1277.31	.. Do.	.. 8.40 "
1280.28	.. 4th quarter, 1915	.. 8.45 "
1290.18	.. Do.	.. 8.50 "
1293.21C	.. 3rd and 4th quarters, 1915	.. 8.55 "
1294.21B	.. Do.	.. 9 "
1297.15	.. Do.	.. 9.5 "
1298.14	.. Do.	.. 9.10 "
1300.12	.. Do.	.. 9.15 "
1301.11	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 9.20 "
1309.4	.. 3rd and 4th quarters, 1915	.. 9.25 "
1309A.4	.. 4th quarter, 1915	.. 9.30 "
1310.3	.. Do.	.. 9.35 "

## 2nd Division, Maradana.

1312.186	.. 1st to 4th quarter, 1915	.. 9.40 A.M.
1326.178	.. 4th quarter, 1915	.. 9.45 "
1327.177	.. 3rd and 4th quarters, 1915	.. 9.50 "
1330.174	.. Do.	.. 9.55 "
1332.172	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 10 "

Date of Sale : Monday, August 21, 1916.

## 2nd Division, Maradana.

1335/1337.170	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 7 A.M.
1346.165A	.. 3rd and 4th quarters, 1915	.. 7.5 "

Premises No.	Quarter and Year.	Time of Sale.
1347.165	.. 3rd and 4th quarters, 1915	.. 7.10 A.M.
1348.164	.. Do.	.. 7.15 "
1349.163	.. Do.	.. 7.20 "

## Maligakanda.

1353.1A	.. 3rd and 4th quarters, 1915	.. 7.25 A.M.
1354.1	.. 4th quarter, 1915	.. 7.30 "
1355.2	.. 3rd and 4th quarters, 1915	.. 7.35 "
1361.8	.. 4th quarter, 1915	.. 7.40 "
1362.8	.. Do.	.. 7.45 "
1363.8	.. Do.	.. 7.50 "
1364.8	.. Do.	.. 7.55 "
1365.8	.. Do.	.. 8 "
1366.8	.. Do.	.. 8.5 "
1367.8	.. Do.	.. 8.10 "
1368.8	.. Do.	.. 8.15 "
1369.6	.. Do.	.. 8.20 "
1370.7	.. Do.	.. 8.25 "
1371.9	.. Do.	.. 8.30 "
1372.10	.. Do.	.. 8.35 "
1373.11	.. Do.	.. 8.40 "
1374.11A	.. Do.	.. 8.45 "
1375.12	.. 4th quarter, 1915	.. 8.50 "
1378/1379.14A	.. 2nd and 4th quarters, 1915	.. 8.55 "
1380.14	.. 4th quarter, 1915	.. 9.5 "
1387.14B	.. 3rd and 4th quarters, 1915	.. 9.10 "
1382.14C	.. Do.	.. 9.15 "

## Dematagoda.

1400.51C	.. 4th quarter, 1914, to 4th quarter, 1915	.. 9.20 A.M.
1414.21B	.. 4th quarter, 1915	.. 9.25 A.M.
1415.21D	.. 1st to 4th quarter, 1915	.. 9.30 "
1416/1418.22	.. 4th quarter, 1915	.. 9.35 "
1418A.22B	.. Do.	.. 9.40 "
1420.33D	.. Do.	.. 9.45 "
1421.33D	.. Do.	.. 9.50 "
1422.33D	.. Do.	.. 9.55 "
1423.33	.. 3rd and 4th quarters, 1915	.. 10 "

Date of Sale : Tuesday, August 22, 1916.

## Maligakanda.

1425.31B	.. 3rd and 4th quarters, 1915	.. 7 A.M.
1434.25	.. Do.	.. 7.5 "
1436.26	.. Do.	.. 7.10 "
1441.162	.. 1st to 4th quarter, 1915	.. 7.15 A.M.
1446.157	.. 3rd and 4th quarters, 1915	.. 7.20 "
1447.156	.. Do.	.. 7.25 "
1449/1450.154	.. Do.	.. 7.30 "
1454.151	.. 1st to 4th quarter, 1915	.. 7.35 "
1462.149B	.. 3rd and 4th quarters, 1915	.. 7.40 "

## Maligakanda.

1467.32	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 7.45 A.M.
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## 2nd Division, Maradana.

1476.147	.. 3rd and 4th quarters, 1915	.. 7.50 A.M.
1477.145/146	.. Do.	.. 7.55 "

## Maligakanda.

1485A.62	.. 3rd and 4th quarters, 1915	.. 8 A.M.
1488.60	.. Do.	.. 8.5 "
1491.61B	.. Do.	.. 8.10 "
1497.33B	.. Do.	.. 8.15 "
1499.33F	.. Do.	.. 8.20 "
1508.37	.. 4th quarter, 1915	.. 8.25 "
1510.36A	.. 3rd and 4th quarters, 1915	.. 8.30 "



## MUNICIPALITY OF KANDY.

IT is hereby notified that Mr. L. H. S. Pieris has been duly elected, under the provisions of Ordinance No. 6 of 1910, as Councillor for Ward No. 4 of the Kandy Municipality for the unexpired term of three years ending December 31, 1917, in place of Mr. D. E. Weerasooria, resigned.

Municipal Office,  
Kandy, July 29, 1916.

C. S. VAUGHAN,  
Chairman.

## MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office,  
on Saturday, June 10, 1916.

THE Council met this day at 2 P.M., pursuant to notice dated June 5, 1916.

*Present* :—The Hon. Mr. R. B. Hellings, Chairman; Mr. D. G. Goonewardena; Mr. H. M. Makan Markar; Mr. D. W. Subesingha; Dr. C. B. Lourensz; Mr. C. E. de Vos; Mr. G. E. Abeywardena; Mr. A. C. Hayley; and Mr. J. E. Perera.

1. The Minutes of the General Meeting of Council held on May 8, 1916, a copy of which was sent to each Councillor, were taken as read.

Resolved—That the Minutes of the General Meeting of Council of May 8, 1916, be confirmed.

2. Letter No. 7, dated May 7, 1916, from the Hon. the Colonial Secretary *re* Police engaged on Municipal duties.

The Chairman moved that Government be requested to allow the Council time till the end of next year to pay the balance due, so that the amount may be provided in the Estimates of 1917, as the Council has insufficient funds at present. Mr. D. G. Goonewardena seconded.—Carried unanimously.

3. Letter No. 8, dated May 16, 1916, from the Hon. the Colonial Secretary *re* amendment of "The Municipal Councils Ordinance, 1910."

Resolved—That the amendment be approved, and that the additional amendments proposed by the Chairman be submitted for favourable consideration.

4. Letter No. 9, dated May 30, 1916, from the Hon. the Colonial Secretary *re* by-laws for the regulation of street traffic.

Resolved—That the fine of Rs. 25 proposed by this Council for breach of the new by-laws *re* regulation of street traffic be reduced to Rs. 5.

5. Letter dated April 18, 1916, from Mr. F. H. de Vos *re* slaughter of goats in the Fort.

Resolved—That the Medical Officer of Health be requested to select a site for the slaughter of animals by private license in the block bounded by Lighthouse street, Pedlar street, and Rampart street, and that the matter be brought up for further consideration.

6 and 7. Extracts from the Minutes of the Meetings of the Standing Committees on Municipal Works and Finance and Assessment of June 10, 1916.

6.—*Extracts from the Minutes of the Meetings of the Standing Committee on Municipal Works of June 10, 1916.*

(5) Tenders for street lighting from July 1, 1916, to December 31, 1917. Resolved—That the work be done departmentally.

(6) Applications (1) to lay private water service to No. 18, Middle street; No. 197, Templer's road; No. 38, Circular road; and No. 27A, Leyn Baan street. (2) To extend existing private water service at No. 2, Hospital street, and No. 37, Pedlar street. (3) To lay private water service to No. 70, Galle-Matara road, on condition that Rs. 2 a quarter is paid during the use of the building for trade purposes. Approved and recommended to Council.

7.—*Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Assessment of June 10, 1916.*

(4) Tenders for street lighting from July 1, 1916, to December 31, 1917. Resolved—That the work be done departmentally.

6 and 7. Resolved—That the extracts from the Minutes of the Meetings of the Standing Committees on Municipal Works and Finance and Assessment of June 10, 1916, be approved.

8. The following documents were laid on the table :—

(1) Statement of Receipts and Disbursements to end of May, 1916.

(2) Progress Report of Works done on Estimates to the end of May, 1916.

(3) Report of Inspector of Vehicles and Animals on carriages plying for hire during the month of May, 1916.

(4) Diaries of (a) Medical Officer of Health, (b) Superintendent of Works, and (c) Manager of the Health Department.

The Municipal Office,  
Galle, July 8, 1916.

Confirmed :

R. B. HELLINGS,  
Chairman.



## A.—Statement showing the Total Receipts and Disbursements to end of June, 1916.

REVENUE.	Amount estimated.		Actual Receipts.		EXPENDITURE.	Amount estimated.		Actual Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	27,620	0	27,054	25	Non-effective charges ..	34,141	31	21,959	47
Assessment ..	69,800	0	32,077	63	Chairman ..	500	0	250	4
Licenses ..	11,885	0	2,653	0	Secretariat ..	20,251	95	8,186	93
Judicial fines ..	2,000	0	1,826	37	Vehicle and Animal Department ..	1,518	0	563	74
Tolls ..	17,945	0	—	—	Judicial ..	610	0	301	25
Slaughter-houses ..	1,530	0	894	82	Markets ..	764	0	388	0
Health Department ..	8,050	0	4,478	11	Fish auction shed ..	1,920	0	1,036	44
Markets ..	16,462	0	12,012	37	Slaughter-houses ..	1,110	0	574	96
Rents ..	1,004	0	438	57	Fire Brigade ..	1,500	0	1,077	76
Miscellaneous ..	1,455	0	1,873	60	Town clock ..	220	0	51	5
Cemeteries ..	300	0	123	50	Lighting ..	13,000	0	6,172	95
Waterworks ..	2,535	0	1,237	71	Cemetery ..	860	0	399	18
<b>Total Revenue</b> ..	<b>150,586</b>	<b>0</b>	<b>84,649</b>	<b>93</b>	<b>Public Health Department :—</b>				
Deposits ..	—	—	11,667	29	Sanitation Branch ..	10,925	70	4,209	97
<b>Total Receipts</b> ..	<b>—</b>	<b>—</b>	<b>96,317</b>	<b>22</b>	Scavenging Branch ..	13,804	0	6,855	95
Cash balance on January 1, 1916 ..	—	—	34,600	8	Conservancy ..	15,162	0	7,135	42
					Waterworks ..	9,972	0	4,499	84
					<b>Public Works Department :—</b>				
					Annually recurrent ..	22,073	88	9,190	88
					Extraordinary ..	2,250	0	527	89
					<b>Total Expenditure</b> ..	<b>150,582</b>	<b>84</b>	<b>73,381</b>	<b>72</b>
					Deposits repaid ..	—	—	5,939	69
					<b>Total Disbursements</b> ..	<b>—</b>	<b>—</b>	<b>79,321</b>	<b>41</b>
					Cash balance on June 30, 1916 ..	—	—	51,595	89
<b>Total</b> ..	<b>—</b>	<b>—</b>	<b>130,917</b>	<b>30</b>	<b>Total</b> ..	<b>—</b>	<b>—</b>	<b>130,917</b>	<b>30</b>

## B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to June 30, 1916 ..	73,381	72	Surplus on January 1, 1916 ..	27,117	4
Surplus on June 30, 1916 ..	38,385	25	Revenue from January to June, 1916 ..	84,649	93
<b>Total</b> ..	<b>111,766</b>	<b>97</b>	<b>Total</b> ..	<b>111,766</b>	<b>97</b>

## C.—Balance Sheet as at June 30, 1916.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	13,210	64	Cash in Bank :—		
Surplus ..	38,385	25	Fixed deposits ..	2,880	0
<b>Total</b> ..	<b>51,595</b>	<b>89</b>	Current account (Rs. 48,828-24—Rs. 162-35) ..	48,665	89
			Cash in hand of Shroff ..	50	0
			<b>Total</b> ..	<b>51,595</b>	<b>89</b>

The Municipal Office,  
Galle, July 8, 1916.

LESLIE L. LUDOWYK,  
Acting Secretary.

## Ceylon Government Railway.—Comparative Statement of Traffic for the Month ended May 31, 1916.

Particulars of Goods conveyed.	Month ended		Increase in 1916.	Decrease in 1916.	Nett Increase or Decrease from October 1, 1915, to May 31, 1916.	
	May 31, 1915.	May 31, 1916.			Increase in 1915-16.	Decrease in 1915-16.
	Tons.	Tons.			Tons.	Tons.
Kerosine oil ..	337	263	—	74	—	748
Rubber ..	1,529	1,690	161	—	2,745	—
Rice ..	15,226	16,776	1,550	—	14,516	—
Tea ..	13,495	14,013	518	—	—	2,239
Cacao ..	167	109	—	58	—	274
Coconut produce ..	3,822	4,439	617	—	—	2,089
Fruit and vegetable ..	1,224	1,336	112	—	1,720	—
Tea and rubber packing ..	3,189	3,011	—	178	—	621
Plumbago ..	773	1,728	955	—	9,544	—
Bulk petroleum ..	672	487	—	185	159	—
Liquid fuel ..	1,570	1,512	—	58	—	1,531
Manure ..	13,200	10,603	—	2,597	53,796	—
Other goods ..	18,496	20,460	1,964	—	24,558	—
Railway material (open line) ..	10,642	8,114	—	2,528	—	10,515
Railway material (extensions) ..	395	744	349	—	—	698
Breakwater material ..	1,006	886	—	120	—	1,610
Foreign traffic ..	8,293	10,373	2,080	—	20,334	—
<b>Total</b> ..	<b>94,036</b>	<b>96,544</b>	<b>8,306</b>	<b>5,798</b>	<b>127,372</b>	<b>20,325</b>

Colombo, July 25, 1916.

G. P. GREENE,  
General Manager.



THE under-mentioned goods having been left in the Warehouses indicated below beyond the time allowed by law, will be sold by public auction, on Tuesday, September 5, 1916, at 1 P.M. Goods should be paid for and removed on or before Friday, September 8, 1916:—

		No. 1 BONDED WAREHOUSE.				Quantity and
Date of Landing.	Entry No. and Date.	Vessel.	From.	Marks.	Description of Goods.	
1915.						
April 27 ..	F 1,244 of July 15 ..	ss. Iyo Maru	.. Japan	.. T. P. in a triangle	.. 1 roll matting withdrawn from last sale	
Oct. 28 ..	F 2,096 of Nov. 24 ..	ss. Penang Maru	.. do.	.. 90 in a diamond, D. A & Co. outside	1 case matting withdrawn from last sale	
Oct. 28 ..	F 2,097 of Nov. 24 ..	do.	.. do.	.. 554 in a diamond, A. W. A. R. and 266 outside	1 do.	
Oct. 28 ..	F 2,098 of Nov. 24 ..	do.	.. do.	.. The Manager, The Nitsui Busan Kaisha, Ltd., care of Whittall & Co.	1 do.	
Nov. 9 ..	F 2,736 of Nov. 30 ..	ss. Khiva	.. London	.. 1914 in a diamond, N. M. A. M. outside	1 do.	
Dec. 8 ..	F 2,349 of Dec. 24 ..	ss. Arabia	.. do.	.. T. G. in a triangle, 493 outside	1 do.	
1916.						
Dec. 18 ..	F 554 of Jan. 16 ..	ss. Atsuta Maru	.. do.	.. J. F. L. 306 ..	.. 1 case	
Dec. 16 ..	F 859 of Jan. 11 ..	ss. Kashgar	.. Calcutta	.. Nil	.. 1 bundle oil shooks	
Dec. 16 ..	F 862 of Jan. 11 ..	do.	.. do.	.. Nil	.. 1 bar iron	
Dec. 27 ..	F 866 of Jan. 12 ..	ss. Warwickshire	.. Liverpool	.. S. H. in a diamond, 2 D. B. & Co. outside	1 case	
Dec. 18 ..	F 1,057 of Jan. 14 ..	ss. Mandala	.. London	.. MESIRY 5263	.. 1 cask	
Dec. 24 ..	F 1,443 of Jan. 18 ..	ss. Clan Cumming	.. Liverpool	.. Lennants Advts.	.. 2 cases	
Dec. 24 ..	F 1,505 of Jan. 19 ..	do.	.. do.	.. 1080 in a diamond, K. S. R. D. S. 1 outside	1 case	
Dec. 27 ..	F 1,541 of Jan. 19 ..	ss. Warwickshire	.. do.	.. B. G. S. in a diamond, ½ outside	2 cases	
1916.						
Jan. 24 ..	F 1,186 of Feb. 14 ..	ss. Morvada	.. London	.. Gc. in a diamond, W. W. outside	1 case	
Jan. 13 ..	F 1,293 of Feb. 15 ..	ss. Australia	.. do.	.. H. S. K. in a diamond, ¼ outside	3 cases	
Jan. 13 ..	F 1,409 of Feb. 17 ..	do.	.. do.	.. E. J. Grigg, Esq.	.. 1 package	
Jan. 24 ..	F 1,471 of Feb. 18 ..	ss. Morvada	.. do.	.. 972 in a diamond, C. S. 5 outside	1 cask	
Jan. 24 ..	F 1,511 of Feb. 18 ..	do.	.. do.	.. 4328 in a diamond, F. S. & Co. outside	1 case	
Jan. 17 ..	F 2,441 of Feb. 24 ..	ss. Mandala	.. do.	.. C. P. 64 ..	.. 1 case	
Jan. 13 ..	F 2,203 of Feb. 25 ..	ss. Australia	.. do.	.. W. & Co in a diamond	.. 1 cask	
Feb. 3 ..	F 2,300 of Feb. 26 ..	ss. Clan MacIntyre	.. Liverpool	.. L in a diamond	.. 1 do.	
Feb. 12 ..	F 2,424 of Feb. 29 ..	ss. Kitano Maru	.. London	.. J. M. V. Co. in a cross	.. 1 case	
1916.						
PARCEL WAREHOUSES.						
Jan. 13 ..	—	.. ss. Australia	.. London	.. W. C. M. C. or Nil	.. 1 case, empty	
— ..	—	.. do.	.. do.	.. A. S. C. Supply Office \$ 7680	.. 1 case milk	
Jan. 19 ..	—	.. ss. Nyanza	.. do.	.. W. C. M. upon C.	.. 2 barrels, empty	
— ..	—	.. do.	.. do.	.. do. ..	.. 3 cases, empty	
Jan. 24 ..	—	.. ss. Morvada	.. do.	.. T in a diamond	.. 1 barrel	
— ..	—	.. do.	.. do.	.. M. T. F. in a diamond	.. 1 drum	
Feb. 17 ..	—	.. ss. Malwa	.. do.	.. Nil	.. 1 case cheese	
Mar. 15 ..	—	.. ss. Clan Robertson	.. Liverpool	.. H. upon 240 in a diamond	.. 1 barrel empty	
Mar. 18 ..	—	.. ss. Culna	.. London	.. B. L. upon C. in a triangle \$ 218 outside	1 case	
Mar. 17 ..	—	.. ss. Okhla	.. Bombay	.. Nil	.. 1 case, empty	
Mar. 23 ..	—	.. ss. Nankin	.. China	.. A. L. in a diamond or Nil outside	1 case ginger preserves	
Mar. 27 ..	—	.. ss. Clan Chatham	.. Liverpool	.. B. M.	.. 1 bag	
Mar. 29 ..	—	.. ss. Manora	.. London	.. Nil	.. 1 case sardines	
1916.						
No. 9 WAREHOUSE.						
Jan. 8 ..	—	.. ss. City of Karachi	.. Calcutta	.. Nil	.. 1 bale chaff	
Feb. 14 ..	—	.. ss. Lightning	.. Tuticorin	.. T. V. R.	.. 3 bags rice	
Feb. 17 ..	—	.. ss. Tosan Maru	.. Japan	.. Nil	.. 10 bundles T shooks	
Mar. 4 ..	—	.. ss. Shinkola Maru	.. do.	.. Nil	.. 1 piece plank	
1915.						
No. 10 WAREHOUSE.						
Dec. 16 ..	—	.. ss. Sardinia	.. China	.. Dais	.. 8 bags g. peas	
Feb. 2 ..	—	.. ss. Lightning	.. Tuticorin	.. Nil	.. 1 bag bran	
1916.						
No. 7 WAREHOUSE.						
Jan. 19 ..	—	.. ss. Zira	.. Tuticorin	.. S. S. V.	.. 7 bags g. n. poonac	
Jan. 10 ..	—	.. ss. Luzon Maru	.. Japan	.. Nil	.. 6 bundles T shooks	
Feb. 2 ..	—	.. ss. Zira	.. Tuticorin	.. Nil	.. 1 bag g. n. poonac	
Feb. 29 ..	—	.. ss. Lightning	.. do.	.. P. D. M. 3 or Nil	.. 16 bags rice, slack	
Feb. 29 ..	—	.. do.	.. do.	.. K. V. A.	.. 1 bundle fish	
Mar. 30 ..	—	.. ss. Namur	.. Bombay	.. Nil	.. 1 bundle oil shooks	

Date of Landing.	Entry No. and Date.	Vessel.	From.	Marks.	Quantity and Description of Goods.
1915.					
No. 8 WAREHOUSE.					
Dec. 14 ..	—	.. ss. Mandala	.. London	.. Nil	.. 1 galv. frame
1916.					
Feb. 18 ..	—	.. ss. Leicestershire	.. Liverpool	.. Nil	.. 2 kegs wire nails
Feb. 18 ..	—	.. do.	.. do.	.. Nil	.. 1 coil hoop iron

H. M. Customs,  
Colombo, July 29, 1916.

W. T. SOUTHORN,  
for Principal Collector.

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

CERTIFICATES of Registration under section 48 of the Patents Ordinance have been granted on the following British Patents :—

*No. 5,040 of February 27, 1913 (Ceylon Patent No. 1,499).*

*Carl Schou.*

"Improvements in transmitters for wireless telegraphy."

Abstract of the British Specification filed in connection with the British Application No. 5,040 of 1913 :—

Apparatus for very rapidly establishing, interrupting, or reversing weak telegraphic currents in accordance with the telegraph signals are known in connection with wire telegraphy, and the present invention has reference to the use of such apparatus for interrupting and establishing weak currents with a view to producing the necessary variations in the far stronger currents used for radio telegraphy. For this purpose relays are used, in which a spring actuated armature is kept in direct contact with the iron cores of electro magnets and retained against the action of a spring by residual magnetism, which magnetism is neutralized by a weak current having a direction opposite to that of the stronger current which has caused the attraction of the armature and produced the residual magnetism. The closing of the secondary circuit is effected by the armature being pulled away from the magnets under the influence of the spring, and as the spring acting upon the armature can be made rather heavy, a fair pressure is secured between the contact making parts in question.

Relays of this kind are especially suited for the purpose set forth, because at a certain speed of telegraphy current impulses of a certain short duration are produced, and by distributing the work on a plurality of relays sufficient time can be provided for enabling the movable parts of each single relay to perform their movements, which movements need not be accomplished by the time when the current impulse releasing the relay has ceased. It is thereby possible to provide a transmitter capable of working at a very great speed.

The claims are :—

1. In an apparatus for the transmission of telegraphic signals in radio telegraphy the combination of a plurality of relays of the kind in which an iron armature in its operative position is retained by residual magnetism and can be released by relatively weak telegraphic currents, with a number of commutator discs or their equivalents which distribute the said currents over the relays and cause the returning of the same to their inoperative positions after release, so that for each single relay a longer time for performance of its functions is ensured than would be the case if only a single relay were employed.

2. An apparatus for the transmission of telegraphic signals arranged, constructed, and adapted to operate, substantially as described and illustrated in the accompanying drawings.

Two sheets of drawings.

*No. 28,839 of December 19, 1912 (Ceylon Patent No. 1,500).*

*Peder Oluf Pedersen.*

"Improvements in or relating to high frequency electric current generators."

Abstract of the British Specification filed in connection with the British Application No. 28,839 of 1912 :—

The oscillation circuit discharges through the gaps alternately, thus allowing a gap to cool in the time between each discharge through it. The gaps are rendered operative in turn by the intermediate circuit which has a period equal to twice that of the circuit. In modified forms, the circuit may contain a separate alternating current generator, or the gaps may be broken down in turn by separate ignition circuits. The gaps may also be controlled by series or shunt interrupters having a period which is a multiple of that of the discharge circuit, the gaps being placed in series or in parallel. The gaps may consist of Poulsen or other arcs or vacuum tubes.

The claims are :—

1. High frequency current generator of the arc or like type, characterized by a plurality of complete arcs, which become active in succession, being inserted in parallel in the same oscillation circuit, each single arc only being passed by current impulses corresponding to one or some few oscillations at a time, practically no current passing thereafter during the time in which the other arcs are active.

2. A modification of the arc or like type of generator as specified in claim 1, characterized by a plurality of complete arcs in series, which become active in succession, being inserted in the same circuit of oscillation, each single arc being passed by current impulses corresponding to only one or some few oscillations at a time, thereafter being short-circuited during the time in which the other discharge spaces are active.

3. A modification of the generator specified in claim 1, characterized therein that the changing of the arcs is effected by means of one or more vibration circuits having a higher natural period than the oscillation circuit itself.

4. A modification of the generator specified in claim 1, characterized therein that the changing of the arcs is effected by means of an alternating current of a low frequency.

5. A modification of the generator specified in claim 1, characterized therein that the changing of the arcs is effected by means of interrupters which are placed in series with the arcs.

6. A modification of the generator specified in claim 2, characterized therein that the changing of the arcs is effected by means of interrupters which are inserted in parallel with the discharge gaps.

7. A modification of the generator specified in claim 1, characterized therein that the changing of the arcs is effected by the discharge of sparks through the discharge gaps.

8. The improved high frequency electric current generators, substantially as described and as illustrated by the accompanying drawings.

Two sheets of drawings.

E. HUMAN,  
Registrar of Patents.

## LOCAL BOARD NOTICES.

## Notice of Sale, Local Board, Moratuwa.

NOTICE is hereby given that the properties mentioned in the annexed schedule, having been seized for default of payment of assessment tax by the owners for the 1st quarter, 1916, will be sold on the spot on the dates and at the times therein mentioned by public auction, in conformity with the Ordinance No. 19 of 1905 and the Ordinance No. 16 of 1865, unless in the meantime the amounts in respect of the rates, together with the lawful costs of seizure and sale, are duly paid.

Further particulars can be had at the Local Board Office, Moratuwa.

Colombo Kachcheri, — J. G. FRASER,  
July 28, 1916. Government Agent.

## SCHEDULE.

Village—Willorawatta.

Date of Sale : August 22, 1916.

Lot No.	Description.	Quarter and Year.	Time of Sale.
11	House and garden	1st quarter, 1916	9 A.M.

Lot No.	Description.	Quarter and Year.	Time of Sale.
92	House and garden	1st quarter, 1916	9.30 A.M.
212	Do.	do.	10
213	Do.	do.	10.30
219A	Garden	do.	11
246	Do.	do.	11.30
224	House and garden	do.	12 noon
240	Do.	do.	12.30 P.M.

Village—Molpe.

Date of Sale : August 23, 1916.

Lot No.	Description.	Quarter and Year.	Time of Sale.
9	House and garden	1st quarter, 1916	2 P.M.
47	Garden	do.	2.30
116	Do.	do.	3
118 and			
119	Do.	do.	3.30
120B	Do.	do.	4
157	House and garden	do.	4.30

## Notice of Sale, Local Board, Kurunegala.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned property which have been seized, under section 34 of Ordinance No. 13 of 1898 and section 41 of Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 1st quarter, 1916, will be sold by public auction at the Kurunegala Kachcheri on Wednesday, August 16, 1916, at 2 P.M.

Kurunegala, July 31, 1916.

C. R. CUMBERLAND,  
Government Agent.

List of Properties, &c., seized for Non-payment of Police Rate and Local Board Rate of Kurunegala for the First Quarter, 1916.

Assessment No.	Name of Street.	Name of Owner.	Property Seized.	Amount. Rs. c.
1	Square lane	Trustees of Hindu Temple	Crop of garden	1 91
4b	Do.	do.	Materials of house	0 77
34	Negombo road	Angangale Vihare	Paddy field	0 77
34d	Do.	Mrs. Fruietneight	do.	0 77
53	Do.	Angangale Vihare	do.	0 77
65	Do.	Heirs of C. Rebeira	Crop of garden	0 77
77	Colombo road	J. Karunaratna	do.	3 83
88f	Do.	do.	Paddy field	0 77
75	Puttalam road	Heirs of J. de Waas	Crop of garden	1 28
77	Do.	Mathes Perera	do.	6 38
78-81	Do.	do.	do.	1 28
88c	Do.	Angangale Vihare	do.	1 28
92	Do.	do.	Paddy field	0 77
133	Do.	Mathes Perera	Waste land	0 77
6	Puttalam road, 2nd division	Angangale Vihare	Crop of garden	1 28
8	Do.	do.	Paddy field	0 77
9	Do.	do.	do.	0 77
20	Do.	Heirs of Herathamy	Materials of house	0 77
24-28	Do.	Angangale Vihare	Crop of garden	1 2
27b	Do.	do.	do.	0 77
27c	Do.	do.	do.	0 80
45a	Do.	do.	Oil mill	0 77
177	Do.	do.	Crop of garden	0 77
22	Circular road south	Heirs of Siriya Upasakaya	do.	0 77
11	Wilgoda Circular	Angangale Vihare	Paddy field	0 77
21	Do.	do.	do.	0 77
3	Bailey road	P. B. Katupitiya	Waste land	0 77
52	Henemulla	Heirs of Appuhamy	Paddy field	0 77
68	Do.	Segu Mohamadu	do.	0 77
10	Gettuwana	Ukku Banda	Materials of house	0 77
10a	Do.	do.	do.	0 77
19	Do.	Unga and others	Waste land	0 77
23	Do.	Heirs of Unga	Materials of house	0 77
32a	Do.	Peter de Mel	Waste land	0 77
43a	Do.	D. Dinga and Kalla	do.	0 77
11	Negombo road	Muttu Ramen Chetty	Crop of garden	1 91
12	Do.	do.	do.	0 77
13	Do.	Noorsaibu	do.	1 79
30a	Muttettugala	D. A. Dissanayaká	Waste land	1 14
30b	Do.	do.	do.	0 77
Total				44 46

## ROAD COMMITTEE NOTICES.

## Norton-Carolina Branch Road.

(From Carolina Estate, 11th mile, Ambegamuwa to Norton bridge.)

(Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for flood damages on the above road which occurred on June 3 and 12, 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. 220.00		
Private contributions	Rs. 225.50		
Proprietors or Agents.	Estates.	Acreage.	
T. E. Earle (R. Bennett)	St. Aubins	336	
Carolina Tea Company (S. P. Blackmore)	Dotiagalla	181	
Scottish Ceylon Tea Company, Limited (R. Bennett)	Lonach and Benachie	759	
A. H. and E. P. Harding (S. Flyburgh)	Killin	307	
Do.	Comar	261	
Alliance Tea Co. (J. Armitage)	Aberdeen	480	
Heirs of R. Aspland (E. Ware)	Norton	336	
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuisk and Ellaoya	477	
H. A. Grigg (S. H. Grigg)	Lammermoor	187	
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344	
Do.	Theberton	201	
Fred. Clerk (H. Wallace)	Elfindale	640	
H. A. Grigg	Galawatta	176	
Donnybrook Tea Co. (Carson & Co.) (E. Ware)	Donnybrook	375	
R. Fenwick (E. Ware)	Glengariffe	338	
Eastern Produce and Estates Company, Ltd. (C. G. Spiller)	Dandukelewa and Vellaioya	1,881	

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

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

## Norton-Carolina Branch Road.

(From Carolina Estate, 11th mile, Ambegamuwa to Norton Bridge.)

(Norton Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Norton bridge 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. 225.00		
Private contributions	Rs. 227.25		
Proprietors or Agents.	Estates.	Acreage.	
Alliance Tea Co. (J. Armitage)	Aberdeen	480	
Heirs of R. Aspland (E. Ware)	Norton	336	
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuisk and Ellaoya	477	

Proprietors or Agents.	Estates.	Acreage.
H. A. Grigg (S. H. Grigg)	Lammermoor	187
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344
Do.	Theberton	201
Fred. Clerk (H. Wallace)	Elfindale	640
H. A. Grigg	Galawatta	176
Donnybrook Tea Co. (Carson & Co.) (E. Ware)	Donnybrook	375
R. Fenwick (E. Ware)	Glengariffe	338
Eastern Produce & Estates Company, Ltd. (C. G. Spiller)	Dandukelewa and Vellaioya	1,881

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

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

## Improvement and Maintenance of 43 Lines of Yattattawala-Yattogoda Minor Road under the Estates Roads Ordinance, No 12 of 1902.

NOTICE is hereby given that application having been made to the Provincial Road Committee of the Province of Sabaragamuwa that the provisions of the Estates Roads Ordinance, No. 12 of 1902, be extended to the villages of Borukgomuwa, in Otara pattu, and Batuwatta, in Gandolaha pattu of Beligal korale, in the District of Kegalla of the Province of Sabaragamuwa, for the improvement and maintenance of 43 lines of the Yattattawala-Yattogoda District Road Committee minor road, which branches off the Kegalla-Polgahawela main road near the 2nd milepost and ends on the Colombo-Kandy road, the Provincial Road Committee, acting under the provisions of section 5 of the said Ordinance, will on August 16, 1916, at 2.30 P.M., at their office in Ratnapura, proceed to define the limits of the district; the estates in which will, if the improvement of the said road be assented to by the proprietors of two-thirds of the acreage in such district, be assessed for the improvement and maintenance of the said road; and it is further notified that it is proposed to include the following among other estates in the district to be assessed:—

Proprietors or Agents.	Estates.	Acreage.
Mr. Charles Peiris of Colombo	Orange Grove	500
Do.	Fruit Hill <i>alias</i> Kekunakanda	50
Mr. D. E. Weerasooriya, Proctor, Kandy	Dangolla	400
Do.	Helmada	198
Mr. Charles Peiris of Colombo	Punbotale	70
Mr. A. Nathanielsz of Polgahawela	Dalukgala	24
Mr. A. L. Gunaratne of Kegalla	Kadurugahalanda	23
Mr. L. B. Nugawela of Polgahawela	do.	30
Mr. Joseph Balasooriya of Polgahawela	do.	30
Mr. E. H. Amerasekera of Kegalla	do.	20
Mr. G. J. Abeysekera, Notary Public, Kegalla	Wadukanda	400
	Total	1,745

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

Provincial Road Committee, A. N. STRONG,  
Ratnapura, July 25, 1916. for Chairman.



**Dehiowita-Algoda Branch Road.**

IN terms of section 14 of the Branch Roads Ordinance, No. 14 of 1896, I hereby give notice of my intention to hold a General Meeting of the proprietors or resident managers of the estates interested in the Dehiowita-Algoda Branch Road, in the District of Kegalla, Province of Sabaragamuwa, for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance for the next two years, namely, from August 23, 1916, to August 23, 1918.

The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

The meeting will be held at the Yogama Factory on Wednesday, August 16, 1916, at 9 A.M.

Provincial Road Committee's Office, L. L. HUNTER,  
Ratnapura, July 21, 1916. for Chairman.

**Extension of 3 Miles of the existing Ellearawa-Tinnawala Estate Cart Road from 6½ Milepost to the 9½ Milepost on Land situated in the Village of Udagama.**

NOTICE is hereby given that application having been made to the Provincial Road Committee of the Province of Sabaragamuwa that the provisions of the Branch Roads Ordinance, No. 14 of 1896, be extended to the village of Udagama, in the Uduwaggam pattu of Kadavata korale, in the district of Balangoda, of the Province of Sabaragamuwa, for the construction of 3 miles of cart road, commencing at the terminus of the existing Ellearawa-Tinnawala Estate Cart Road (at the 6½ milepost and ending about the 9½ milepost on land, situated in Udagama village) the Provincial Road Committee acting under the provisions of section 6 of the Branch Roads Ordinance,

No. 14 of 1896, will on Wednesday, August 16, 1916, at 2.30 P.M. at their office in Ratnapura, proceed to define the limits of the district, the estates in which will, if the construction of the said road be assented to by the proprietor of two-thirds of the acreage in such district, be assessed for the construction and maintenance of the said road; and it is further notified that it is proposed to include the following among other estates in the district to be assessed:—

Proprietors or Agents.	Estates.	Cultivated Acreage.	Total Acreage.
The Uplands Tea Estates of Ceylon, Limited (Messrs. Whittall & Co., Agents)	Maratenna ..	477	538
Do.	Detanagala ..	371	498
Do.	Pambagolla ..	525	577
Do.	Cecilton ..	405	474
Do.	Pinnawala ..	405	397
Waleboda Tea and Rubber Co., Ltd., (The Galaha Ceylon Tea Estates and Agency, Co., Ltd., Agents)	Waleboda ..	245	530
S. T. de Silva, Pinnhill Estate, Pelpola, Kalutara ..	Ferndale and Sherwood ..	300	575
		2,323	3,589

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

Provincial Road Committee, A. N. STRONG,  
Ratnapura, July 25, 1916. for Chairman.

**Bevilla-Digowa Estate Road.**

WITH reference to the Government Notification dated August 6, 1914, and published in the *Government Gazette* No. 6,648 of August 14, 1914, sanctioning the construction of the road from Bevilla to Digowa estate under the *Estates Roads Ordinance*, No. 12 of 1902, and notice dated June 8, 1915, and published in the *Government Gazette* No. 6,722 of June 18, 1915, notice is hereby given that the Local Committee for the said road has reported to the Provincial Road Committee of the Province of Sabaragamuwa that the construction of the road has been completed, except the bridge over the Gomala-oya and the necessary approaches to it, and that the interested estates have been assessed for the expenditure incurred from January 1, 1915, at the acreages and for the sections set forth in the subjoined schedule.

Whereas the Provincial Road Committee of the Province of Sabaragamuwa do hereby notify that, acting under the provisions of section 19 of the said Ordinance, the said Committee on July 21, 1916, considered and confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee, Mr. L. Bayly, of Dunedin estate, Yatiyantota, on or before September 15, 1916.

**SCHEDULE REFERRED TO.****Section A from Digowa to Tatuwalakanda boundary.**

Proprietors or Agents.	Estate.	Acreage.	Contributions.	
			Rs.	c.
Messrs. L. Bayly and G. A. Talbot ..	Digowa	544	509	45
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda	437	411	51
				920 96

**2nd section, ¾ mile.**

Nil.

**Section B from Tatuwalakanda boundary to Ambalanpitiya at the Sitawaka-ganga, a distance of 1½ mile.****1st section, ½ mile.**

Nil.

**2nd section, ½ mile.**

Messrs. L. Bayly and G. A. Talbot ..	Digowa	544	343	7
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda	437	277	26
Hon. Mr. A. J. R. de Soysa ..	Tatuwalakanda	340	215	62
				835 95

**3rd section, ½ mile.**

Messrs. L. Bayly and G. A. Talbot ..	Digowa	544	533	37
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda	437	430	83
Hon. Mr. A. J. R. de Soysa ..	Tatuwalakanda	340	335	21
				1,299 4

*General charges on account of the whole sections.*

Proprietors or Agents.	Estate.	Acreage.	Contributions.	
			Rs. c.	Rs. c.
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	116	38
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	94	2
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	73	15
				283 55
				3,339 87

*Proportionate Cost of Section of C from Ambanpitiya at the Sitawaka-ganga to Bevilla cart road, a distance of 2½ miles.*

## 1st section, ½ mile near the river.

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	6,508	30
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	5,257	17
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	4,090	25
				15,855 72

## 2nd section, ½ mile.

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,228	29
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,799	94
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,400	40
Mr. J. B. M. Perera	Panvilla	180	774	35
				6,202 98

## 3rd section, ½ mile.

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,107	90
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,702	68
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,324	74
Mr. J. B. M. Perera	Panvilla	180	732	51
				5,867 83

## 4th section, ½ mile.

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	3,812	20
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	3,079	36
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	2,395	85
Mr. J. B. M. Perera	Panvilla	180	1,324	76
				10,612 17

## 5th section, ½ mile near Bevilla.

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	690	4
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	557	39
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	433	67
Mr. J. B. M. Perera	Panvilla	180	239	79
				1,920 89

*General charges on account of the whole sections.*

Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,821	69
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	2,279	27
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,773	34
Mr. J. B. M. Perera	Panvilla	180	980	55
				7,854 85
				48,314 44

*Total Amount due by each Estate on account of construction from January 1, 1915, on sections A, B, and C.*

Proprietors or Agents.	Estate.	Acreage.	Sections		General Charges.	Total.
			A and B.	Section C.		
			Rs. c.	Rs. c.	Rs. c.	Rs. c.
Messrs. L. Bayly and G. A. Talbot	Digowa	544	1,385 89.	15,346 73.	2,938 7.	19,070 69
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,119 60.	12,396 54.	2,373 29.	15,889 43
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	550 83.	9,644 91.	1,846 49.	12,042 23
Mr. J. B. M. Perera	Panvilla	180	—	3,071 41.	980 55.	4,051 96
			3,056 32	40,459 59	8,138 40	51,654 31

Provincial Road Committee's Office,  
Ratnapura, July 28, 1916.

A. N. STRONG,  
for Chairman.